Holley Performance Products Incorporated

Your Group Life and Accidental Death and Dismemberment Plan

Policy No. 983301 011

Underwritten by Unum Life Insurance Company of America

7/11/2025

Unum Life Insurance Company of America
2211 Congress Street
Portland, ME 04122
(877) 225-2712
services.unum.com

Group Life and Accidental Death and Dismemberment Insurance Certificate of Coverage

Policyholder:	Holley Performance Products Incorporated
Policy Number:	983301 011
Policy Effective Date:	September 1, 2025
Policy Anniversary:	January 1
Governing Jurisdiction:	Kentucky

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.

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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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)

Full-Time Employees in Active Employment working a minimum of 30 hours per week.

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
1 x your annual Earnings rounded to the next higher $1,000 if not already an exact multiple thereof, with a minimum of $10,000, to a maximum of $300,000

Additional Coverage
For you
A minimum of $10,000 to a maximum of the lesser of 5 x your annual Earnings, rounded to the next higher $10,000, or $1,000,000, in $10,000 increments

For your Spouse
A minimum of $5,000 to a maximum of $500,000, in $5,000 increments

For your Children
Live birth to 14 days: $1,000
14 days to 6 months: $1,000
6 months to age 26: A minimum of $5,000 to a maximum of $10,000 in $5,000 increments

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

Coverage Amounts may be subject to Evidence of Insurability Requirements.

Please refer to the Start of Coverage section of this certificate for any enrollment rules, Evidence of Insurability Requirements, and effective dates of coverage.

Coverage Reductions Due to an Insured's Age

Applies to Basic Coverage Only
Your life insurance coverage will reduce as follows:
- on the date you reach age 70, your life insurance coverage will reduce to 50%.

There will be no further age reductions as of your 70th birthday.

If you are subject to any life insurance coverage reductions due to your age when you

apply or become eligible for life insurance coverage, your coverage will immediately reduce on the Coverage Effective Date according to the percentages shown above. Any life insurance coverage with a Coverage Effective Date after coverage reductions begin will be immediately reduced according to the attained ages noted in this provision.

Once your first reduction has occurred, you may not increase your life insurance coverage.

Your life insurance coverage can reduce below the minimum benefit specified in this certificate.

Applies to Additional Coverage Only

Your life insurance coverage will reduce as follows:

- on the date you reach age 70, your life insurance coverage will reduce to 50%.

Your Spouse's life insurance coverage will reduce to the same percentage and at the same time your life insurance coverage reduces.

There will be no further age reductions as of your 70th birthday.

If you or your Spouse are subject to any life insurance coverage reductions due to your age when you or your Spouse apply or become eligible for life insurance coverage, your or your Spouse's coverage will immediately reduce on the Coverage Effective Date according to the percentages shown above. Any life insurance coverage with a Coverage Effective Date after coverage reductions begin will be immediately reduced according to the attained ages noted in this provision.

Once your or your Spouse's first reduction has occurred, you may not increase your or your Spouse's life insurance coverage.

Your life insurance coverage can reduce below the minimum benefit specified in this certificate.

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.

Certificate Riders

The following riders are attached to this certificate.

Portability of Life and Accidental Death and Dismemberment Insurance
Value Added Services Rider

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 75% of the Insured's Life Benefit Amount.

The maximum amount is the lesser of:
- the maximum benefit available under this certificate; or
- $500,000.

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,** 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.

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

Exclusions

This certificate does not cover any losses where death is caused by, contributed to by, or occurs as a result of suicide occurring within 24 months after:

- an Insured's initial Coverage Effective Date; and
- the date any increases or additional life insurance coverage becomes effective for an Insured.

This exclusion will apply to any life coverage for which you pay all or part of the premium.

This exclusion will also apply to any life coverage that has been approved by us that is subject to the Evidence of Insurability Requirements.

An Insured will be given credit towards the satisfaction of the time period of 24 months for any amount of time satisfied while coverage was effective under your Employer's prior group life insurance policy.

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 employment ends;
- your continuation of coverage, if any, ends;
- your portability coverage, if any, ends;
- the group policy ends;
- the policy is changed to end life insurance for the Eligible Group to which you belong; or
- your life insurance coverage is reduced:
  - on or after you reach a certain age;
  - because you change from one eligible class to another;
  - due to a change made by the Employer to the policy; or
- your Spouse or Children's life insurance coverage is reduced:
  - on or after your Spouse or Child reaches a certain age;
  - because you change from one eligible class to another;
  - due to a change made by the Employer to the policy.

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.

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**.

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.

Conversion is also not available for coverage which is being continued:

- in accordance with the Waiver of Premium section of this certificate;
- under the Portability Rider; or
- in accordance with the continuation provisions found in the End of Coverage section of this certificate until such coverage ends.

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

- Accelerated Death Benefits;
- Accidental Death and Dismemberment Benefits;
- Additional Services, including but not limited to, Employee Assistance Programs, Travel Assist, and Life Planning Financial and Legal Resources; or
- Waiver of Premium.

If you convert to an individual life policy, then return to work, and, again, become covered under this certificate, you are not eligible to convert to an individual life policy again. However, you do not need to surrender your individual life policy when you return to work.

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; 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.

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 (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)

Full-Time Employees in Active Employment working a minimum of 30 hours per week.

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
.5 x your annual Earnings rounded to the next higher $1,000 if not already an exact multiple thereof, to a maximum of $33,000

Additional Coverage
For you
A minimum of $10,000 to a maximum of the lesser of 5 x your annual Earnings, rounded to the next higher $10,000, or $1,000,000, in $10,000 increments

For your Spouse
A minimum of $5,000 to a maximum of $500,000, in $5,000 increments

For your Children
Live birth to 14 days: $1,000
14 days to 6 months: $1,000
6 months to age 26: A minimum of $5,000 to a maximum of $10,000, in $5,000 increments

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

Please refer to the Start of Coverage section of this certificate for any enrollment rules and effective dates of coverage.

Coverage Reductions Due to an Insured's Age

Applies to Basic Coverage Only
Your AD&D insurance coverage will reduce as follows:
- on the date you reach age 70, your AD&D insurance coverage will reduce to 50%.

There will be no further age reductions as of your 70th birthday.

If you are subject to any AD&D insurance coverage reductions due to your age when you apply or become eligible for AD&D insurance coverage, your coverage will

immediately reduce on the Coverage Effective Date according to the percentages shown above. Any AD&D insurance coverage with a Coverage Effective Date after coverage reductions begin will be immediately reduced according to the attained ages noted in this provision.

Once your first reduction has occurred, you may not increase your AD&D insurance coverage.

Applies to Additional Coverage Only

Your AD&D insurance coverage will reduce as follows:

- on the date you reach age 70, your AD&D insurance coverage will reduce to 50%.

Your Spouse's AD&D insurance coverage will reduce to the same percentage and at the same time your AD&D insurance coverage reduces.

There will be no further age reductions as of your 70th birthday.

If you or your Spouse are subject to any AD&D insurance coverage reductions due to your age when you or your Spouse apply or become eligible for AD&D insurance coverage, your or your Spouse's coverage will immediately reduce on the Coverage Effective Date according to the percentages shown above. Any AD&D insurance coverage with a Coverage Effective Date after coverage reductions begin will be immediately reduced according to the attained ages noted in this provision.

Once your or your Spouse's first reduction has occurred, you may not increase your or your Spouse's AD&D insurance coverage.

Your AD&D insurance coverage can reduce below the minimum benefit specified in this certificate.

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.

Certificate Riders

The following riders are attached to this certificate.

Portability of Life and Accidental Death and Dismemberment Insurance
Value Added Services Rider

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.

Covered Loss	Percentage of an Insured's AD&D Benefit Amount
Accidental Death Benefit	100%
Accidental Dismemberment and Loss of Use Benefit	
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%
Coma Benefit	1%
Paralysis Benefit	
Uniplegia	25%
Hemiplegia	50%
Paraplegia	75%
Triplegia	75%
Quadriplegia	100%

Additional Benefits under Accidental Death and Dismemberment

Education Benefit
Exposure and Disappearance Benefit
Helmet Benefit
Repatriation Benefit
Seatbelt(s) and Airbag Benefit
Spouse Education Benefit

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.

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 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

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.

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.

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.

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 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.

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:

- 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;
- service on full-time active duty in the Armed Forces of any country or international authority;
- Mental or Nervous Disorders;
- disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- war or any act of war, whether declared or undeclared.

Continuity of Coverage will protect you, your Spouse, and your Children from having a lapse in group term life and accidental death and dismemberment insurance when your Employer changes insurance carriers to Unum from another insurance company. Continuity of Coverage also applies when your coverage changes from another carrier to Unum because the Employer merged with your prior employer or acquired your prior employer in whole or in part.

As used in this section, the following terms are defined as follows:
- Prior Policy means your Employer's prior group term life and accidental death and dismemberment insurance policy under which you, your Spouse, and your Children were insured on the day before the effective date of the Unum policy; and
- Prior Plan Benefits means the group term life and accidental death and dismemberment benefits that would have been paid to you, your Spouse, or your Children under the Prior Policy had that Prior Policy remained in force and you, your Spouse, and your Children had continued to be insured.

Coverage Effective Date

You are In Active Employment on the Policy Effective Date or on the Date your Eligible Group is First Covered

Basic Coverage
You will be insured under the Unum policy for the amount you had in force with the Prior Policy, provided you:
- were covered under the Prior Policy on the day before the effective date of the Unum policy or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer; and
- on the Unum Policy Effective Date or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer, you are in Active Employment in an Eligible Group and satisfy any other eligibility requirements under the Unum policy.

If you were covered by the Prior Policy, you may increase or decrease coverage for you subject to the Coverage Amounts available during an initial Enrollment Period.

Evidence of Insurability is not required for amounts of life insurance you had in force with the Prior Policy on the termination date of the Prior Policy.

If you were not covered by the Prior Policy, you may apply for any Coverage Amounts available during an initial Enrollment Period.

Additional Coverage
You, your Spouse, and your Children will be insured under the Unum policy for the amount you, your Spouse, and your Children had in force with the Prior Policy, provided you, your Spouse, and your Children:
- were covered under the Prior Policy on the day before the effective date of the Unum policy or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer; and
- on the Unum Policy Effective Date or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer, you are in Active Employment in an Eligible Group and satisfy any other eligibility requirements under the Unum policy.

If you were covered by the Prior Policy, you may increase or decrease coverage for an Insured subject to the Coverage Amounts available during an initial Enrollment Period.

Evidence of Insurability is not required for amounts of life insurance you, your Spouse, or your Children had in force with the Prior Policy on the termination date of the Prior Policy.

If you were not covered by the Prior Policy, or if you or your Spouse were covered by the Prior Policy for amounts less than the amounts shown below, you may apply for any Coverage Amounts available during an initial Enrollment Period.

Evidence of Insurability is required for any life Coverage Amounts greater than:

For you	For your Spouse	For your Children

the lesser of: - $500,000; or - 5 x annual Earnings	$75,000	Evidence of Insurability is not required.

You are Not in Active Employment on the Policy Effective Date or on the Date your Eligible Group is First Covered Due to the Employer Merging with or Acquiring Your Prior Employer

Due to Injury or Sickness

We will provide limited coverage under the Unum policy for you, your Spouse, and your Children provided you, your Spouse and your Children would have been eligible to become insured under the Unum policy on the Policy Effective Date or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer. You, your Spouse, and your Children will be insured under the Unum policy for the lesser of:
- the Prior Plan Benefits; or
- the benefits you, your Spouse and Children would be eligible for under the Unum policy less any benefits paid or payable by the Prior Policy.

Coverage under this provision will continue until the earliest of:
- the date you no longer meet the definition of an Injury or Sickness;
- the date you return to Active Employment; or
- the date you are approved for a disability extension of benefits or accrued liability, including Waiver of Premium, under the Prior Policy;
- in accordance with the End of Coverage provision.

Coverage for you, your Spouse, and your Children is subject to payment of required premium and all other provisions of the Unum policy. Should coverage end under this provision and you, your Spouse, and/or your Children are not eligible to become insured under the Unum policy, you, your Spouse, and/or your Children will be eligible for Conversion.

On the date you return to Active Employment you, your Spouse, and your Children will be insured for coverage under the Unum policy.

Due to Other Covered Extended Absences

We will provide limited coverage under the Unum policy for you, your Spouse, and your Children provided you, your Spouse, and your Children would have been eligible to become insured under the Unum policy on the Policy Effective Date or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer. You, your Spouse, and your Children will be insured under the Unum policy for the lesser of:
- the Prior Plan Benefits; or
- the benefits you, your Spouse and your Children would be eligible for under the Unum policy less any benefits paid or payable by the Prior Policy.

If you are not in active employment due to a covered extended absence as outlined in the Continuation of Coverage During Extended Absences provision, we will consider your covered extended absence to have started on the effective date of this policy or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer. Coverage under this provision will continue until the earliest of:
- the date you return to Active Employment;
- the earlier of:
  - the end of any covered extended absence covered under the Prior Policy; or
  - the end of any covered extended absence under the Continuation of Coverage During Extended Absences provision in the Unum policy; or
- in accordance with the End of Coverage provision.

Coverage for you, your Spouse, and your Children is subject to payment of required premium and all other provisions of the Unum policy. Should coverage end under this provision and you, your Spouse, and/or your Children are not eligible to become insured under the Unum policy, you, your Spouse, and/or your Children will be eligible for

Conversion.

On the date you return to Active Employment you, your Spouse, and your Children will be insured for coverage under the Unum policy.

Waiver of Premium allows premiums to be waived for an Insured's Life coverage if you are disabled and meet the requirements outlined in the provisions below.

Waiver of Premium Description

Premiums may be waived for coverage if you:
- are Disabled prior to age 60; and
- satisfy the Elimination Period while remaining Disabled.

Paying for Coverage During Your Application for Waiver of Premium

To be eligible for coverage during your Elimination Period, and to maintain your right to convert your group life insurance coverage, you or your Employer must continue making premium contributions for coverage until you are notified of your approval for Waiver of Premium.

Upon approval of your Waiver of Premium claim and satisfaction of the Elimination Period, premium contributions for your life insurance coverage will not be required while you remain Disabled, subject to all other provisions of this certificate.

Premium contributions must continue for your Spouse and Children's life insurance coverage for their coverage to remain in effect.

Waiver of Premium does not apply to AD&D insurance coverage. Premium contributions must continue for AD&D insurance coverage for any Insured while you remain eligible under the certificate.

Premiums waived in accordance with this provision will not be deducted from a Payable Claim.

Elimination Period

The Elimination Period is the continuous period of time you must be Disabled. You must satisfy the Elimination Period before you are eligible for premiums for coverage to be waived.

Elimination Period	180 days

While satisfying the Elimination Period, if you return to work for less than 30 continuous days with your Employer and go back out of work due to the same Injury or Sickness, this will be treated as a continuous disability. Days you worked will count towards satisfying the Elimination Period. If you return to work for more than 30 continuous days with your Employer, this will be treated as a new disability and a new Elimination Period will need to be satisfied.

If you are working for another employer during the Elimination Period this will be considered working during the Elimination Period and you will not be eligible for this Life Waiver of Premium benefit.

Definition of Disability for Waiver of Premium

For purposes of Waiver of Premium, Disability or Disabled means:

During the Elimination Period and the next 2 years after
Due to an Injury or Sickness, you are unable to perform the Material and Substantial Duties of your Regular Occupation.

Beyond the 2 years after the Elimination Period
Due to the same Injury or Sickness, you are unable to perform the Material and Substantial Duties of any Gainful Occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

Termination of Life Coverage While Satisfying the Disability

If an Insured's life insurance coverage terminates while satisfying the requirements for Waiver of Premium, Conversion may be available. Please refer to the Conversion provision shown in the Life Details Other Features section of the certificate.

Requirements

Filing a Claim for Waiver of Premium

This provision should be used in lieu of the Filing a Claim provision in the Claim Provisions section of the certificate when filing a claim for Waiver of Premium.

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

You must notify us immediately when you return to work in any capacity, regardless of whether you are working for your Employer.

Step 1 - Starting a Claim
Notice of a claim may be provided in Writing, online at: **services.unum.com**, or by contacting us directly at 1-800-635-5597. Notice and proof of a claim must be provided within 90 days after the end of the Elimination Period. If it is not reasonably possible to provide notice of claim within this time period, it will not affect your claim if you show that it was not reasonably possible to provide such notice and you provide such notice as soon as it is reasonably possible.

Step 2 - Claim Forms
Claim forms may also be available from your Employer or from us online at: **services.unum.com.** The form has instructions on how to complete and where to send the claim.

We will send a claim form to you within 15 days from the date we receive your request for a claim form.

If you do not receive a claim form from us within 15 days after we receive your request for a claim form, you should submit a Written statement as to the nature and extent of the disability. This will be considered Proof of Loss.

Step 3 - Proof of Loss
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:
- the date you were first unable to work due to Injury or Sickness;
- the existence and cause of your Injury or Sickness;
- that your Injury or Sickness causes you to have Restrictions and Limitations limiting you from performing the Material and Substantial Duties of your Gainful Occupation;
- proof that you are under the Regular and Appropriate Care and treatment by a Physician;
- 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.

Upon consideration of the required proof, we will notify you in Writing as to whether we will waive the premium for your life insurance coverage. Any such waiver of premium will end in accordance with the End of Waiver of Premium provision.

Step 4 - Continuing Proof of Loss
At our request, you must provide continuing Proof of Loss for your continuing disability during the duration of your claim. We will request continuing Proof of Loss as often as it is reasonably necessary to do so, but not more frequently than once every six months. It must be sent to us within 45 days from the date of our request.

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 in the Claim

Provisions section of this certificate.

Waiver of Premium Additional Details

While premiums are being waived, an Insured's Life and AD&D Benefit Amount will not increase or decrease due to a plan change made by the Employer.

If you become disabled while you are covered in accordance with the Continuation of your Coverage During Extended Absences provision in this certificate, we will use your approved Life and AD&D Benefit Amount in effect just prior to the date the extended absence began to determine the amount for which premiums may be waived.

If the policy is cancelled while your premium is being waived, coverage will continue in accordance with the End of Waiver of Premium provision.

Death During Waiver of Premium

If an Insured dies while premiums are being waived, Proof of Loss should be submitted to us after the Insured's death. In addition to the Proof of Loss requirements outlined in the certificate for an Insured's death, proof must also include supporting documentation that the Insured's disability continued without interruption from the date the Waiver of Premium started to the date of death.

End of Waiver of Premium

Waiver of Premium will automatically end on the earliest of:

- the date you recover, and you no longer are Disabled;
- the date you fail to provide us with Proof of Loss as requested;
- the date you refuse to have an examination by a Physician chosen by us;
- the date you die;
- the date premium has been waived for 12 months and you are considered to reside outside the United States. You will be considered to reside outside these countries when you have been outside the United States for a total period of 6 months or more during any 12 consecutive months for which premium has been waived.

The Conversion provision may be available for an Insured when the Waiver of Premium benefit ends. Please refer to the Conversion Privilege shown in the Life Details Other Features section of the certificate.

Also, Waiver of Premium will not continue beyond the Maximum Benefit Period shown below.

Age at Disability	**Maximum Period of Payment**
Less than Age 62	To Social Security Normal Retirement Age
Age 62	60 months
Age 63	48 months
Age 64	42 months
Age 65	36 months
Age 66	30 months
Age 67	24 months
Age 68	18 months
Age 69 or older	12 months

Year of Birth	Social Security Normal Retirement Age
1937 or before	65 years
1938	65 years 2 months
1939	65 years 4 months
1940	65 years 6 months
1941	65 years 8 months
1942	65 years 10 months
1943-1954	66 years
1955	66 years 2 months
1956	66 years 4 months
1957	66 years 6 months
1958	66 years 8 months

1959	66 years 10 months
1960 and after	67 years

Waiting Period

The Waiting Period is the continuous period of time you must be in an Eligible Group before you are eligible for coverage. Your waiting period is as follows:

If you are in an Eligible Group on or before September 1, 2025: None
If you enter an Eligible Group after September 1, 2025: None

Rehire
If your employment ends and you are rehired within 12 months, any prior period of work in an Eligible Group with your Employer, will apply toward the Waiting Period.

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 later of:
- the Policy Effective Date; or
- the day after any applicable Waiting Period has been satisfied.

For your Spouse
If you elect coverage for yourself or are insured under this certificate, your Spouse is eligible for coverage on the later of:
- the date you are eligible for coverage; or
- the date you first acquire a Spouse.

For your Children
If you elect coverage for yourself or are insured under this certificate, your Children are eligible for coverage on the later of:
- the date you are eligible for coverage; or
- the date you first acquire a Child.

Applying for Coverage

Initial Enrollment

Basic Coverage
You are not required to apply for basic Coverage Amounts available for you.

Life Coverage Amounts may be subject to Evidence of Insurability Requirements.

Additional Coverage
You may apply for any additional Coverage Amounts available for an Insured within 31 days of an Insured's Coverage Eligibility Date.

Life Coverage Amounts may be subject to Evidence of Insurability Requirements.

Coverage for your newly acquired Spouse or your newborn Children
Your newly acquired Spouse will automatically be enrolled in the lowest Additional Coverage Amount available for 31 days from their Coverage Eligibility Date.

If you wish to continue Spouse coverage, you must provide notification to us or your Employer on or before the end of the 31 day period and pay any additional premium. Life Coverage Amounts may be subject to Evidence of Insurability Requirements.

Your newborn Child will automatically be enrolled in the lowest Additional Coverage Amount available for 31 days from their Coverage Eligibility Date.

If you wish to continue Child coverage, you must provide notification to us or your Employer on or before the end of the 31 day period and pay any additional premium. Evidence of Insurability may be required.

If you already have coverage for your Children, your newborn Child will also be covered. You do not need to notify us or your Employer or pay any additional premium for your newborn Child.

Late Enrollment

Additional Coverage
If you do not apply for coverage during an Insured's Initial Enrollment or you voluntarily cancelled coverage for an Insured and are re-applying, you may apply for any Coverage Amounts available during an annual Enrollment Period or within 31 days of a Qualifying Life Event.

Life Coverage Amounts may be subject to Evidence of Insurability Requirements.

Applying for Changes in Coverage

Additional Coverage
You may change coverage for an Insured subject to the Coverage Amounts available during an annual Enrollment Period or within 31 days of a Qualifying Life Event.

Life Coverage Amounts may be subject to Evidence of Insurability Requirements.

Any change in Coverage Amounts applied for as the result of a Qualifying Life Event, must be appropriate and consistent with the Qualifying Life Event.

If you end employment and are rehired within the same Plan Year, you may be insured on your Coverage Eligibility Date for Coverage Amounts that you were previously insured for when you ended employment. You may not change your coverage until the next annual Enrollment Period or within 31 days of a Qualifying Life Event.

Evidence of Insurability Requirements

Applies to Basic Coverage Only
Evidence of Insurability is not required for any Basic Coverage; however, if you previously declined this coverage, Evidence of Insurability will be required for the full amount.

Applies to Additional Coverage Only
Evidence of Insurability is required for any life Coverage Amounts greater than:

Evidence of Insurability Amounts		
For you	**For your Spouse**	**For your Children**
the lesser of: - $500,000; or - 5 x annual Earnings	$75,000	Evidence of Insurability is not required.

Evidence of Insurability is also required for life Coverage Amounts if:

For you:
- you do not enroll for life insurance coverage during your Initial Enrollment Period;
- you voluntarily cancel or decline all or part of your life insurance coverage and reapply;
- you are currently enrolled and increase your life insurance coverage by any amount during an annual Enrollment Period; or
- you are currently enrolled and increase your life insurance coverage over the Evidence of Insurability Amounts shown above by any amount due to a Qualifying Life Event.

For your Spouse:
- you do not enroll your Spouse for life insurance coverage during your Spouse's Initial Enrollment Period;
- you voluntarily cancel or decline all or part of life insurance coverage for your Spouse and reapply;
- you are currently enrolled and you increase your Spouse's life insurance coverage by any amount during an annual Enrollment Period; or
- you are currently enrolled and you increase your Spouse's life insurance coverage over the Evidence of Insurability Amounts shown above by any amount due to a Qualifying life Event.

If you or your Spouse is not approved for the increase in your or your Spouse's coverage, you or your Spouse will automatically remain at the same amount of coverage you or your

Spouse had prior to applying for the increase. However, if your or your Spouse's current amount of coverage is below the Evidence of Insurability Requirements, your or your Spouse's coverage will be increased to the next level as long as that level does not exceed the Evidence of Insurability Requirements.

If you are replacing similar coverage you had in force through your Employer's group policy with the prior carrier, Evidence of Insurability is not required for any life insurance coverage an Insured had in force with the Employer's prior carrier on the termination date of the prior carrier's policy up to the maximum amount allowed under the Unum Group Life Insurance Policy.

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 the later of:
- an Insured's Coverage Eligibility Date if you apply on or before that date for any Coverage Amounts not subject to Evidence of Insurability Requirements; or
- the date you apply for an Insured's coverage, if coverage is applied for within 31 days of an Insured's Coverage Eligibility Date for any Coverage Amounts not subject to Evidence of Insurability Requirements; and
- the date an Insured's Evidence of Insurability application is approved by us for any Coverage Amounts subject to Evidence of Insurability Requirements, but not earlier than an Insured's Coverage Eligibility Date.

Late Enrollment

Additional Coverage

Coverage applied for during an annual Enrollment Period will begin on:
- the first day of the next Plan Year for any Coverage Amounts not subject to Evidence of Insurability Requirements; and the date an Insured's Evidence of Insurability application is approved by us for any Coverage Amounts subject to Evidence of Insurability Requirements, but not earlier than the first day of the next Plan Year.

Coverage applied for due to a Qualifying Life Event will begin on the later of:
- the date of a Qualifying Life Event, if you apply on or before that date for any Coverage Amounts not subject to Evidence of Insurability Requirements; or
- the date you apply, if coverage is applied for within 31 days after the date of the Qualifying Life Event for any Coverage Amounts not subject to Evidence of Insurability Requirements; and
- the date an Insured's Evidence of Insurability application is approved by us for any Coverage Amounts subject to Evidence of Insurability Requirements

Coverage Effective Date for Changes in Coverage

Additional Coverage

Changes in coverage for an Insured made during an annual Enrollment Period will begin on:
- the first day of the next Plan Year for any Coverage Amounts not subject to Evidence of Insurability Requirements; and
- the date the Insured's Evidence of Insurability application is approved by us for any Coverage Amounts subject to Evidence of Insurability Requirements, but not earlier than the first day of the next Plan Year.

Changes in coverage for an Insured made due to a Qualifying Life Event will begin on the later of:
- the date of a Qualifying Life Event, if you apply for the change in coverage on or before that date for any Coverage Amounts not subject to Evidence of Insurability Requirements; or
- the date you apply for the change in coverage, if you apply within 31 days of the Qualifying Life Event for any Coverage Amounts not subject to Evidence of Insurability Requirements; and
- the date the Insured's Evidence of Insurability application is approved by us for any

Coverage Amounts subject to Evidence of Insurability Requirements.

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

Coverage Effective Date for Changes in Earnings

Increases in coverage due to a change in Earnings will begin on:
- the date of the change in Earnings for any Coverage Amounts not subject to Evidence of Insurability Requirements; and
- the date the Insured's Evidence of Insurability application is approved by us, for any Coverage Amounts subject to Evidence of Insurability Requirements.

Decreases in coverage due to a change in Earnings will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

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 later of:
- the date of the plan change; or
- the date the Insured's Evidence of Insurability application is approved by us, for any Coverage Amounts subject to Evidence of Insurability Requirements.

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.

Coverage Effective Date if you are not in Active Employment

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

If you are not in Active Employment due to a covered extended absence as outlined under the Continuation of your Coverage During Extended Absences provision on the date coverage would become effective for any Insured, the Insured's Coverage Effective Date will be the date you return to Active Employment.

In addition, your Spouse's and your Children's coverage may be delayed in accordance with the Delay of Coverage Effective Date for your Spouse and Children provision below.

Coverage Effective Date for Initial Enrollment, Late Enrollment, Changes in Coverage Changes in Earnings, and Plan Changes Requested by your Employer are subject to this provision.

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

Delay of Coverage Effective Date for your Spouse and Children

Your Spouse's Coverage Effective Date will be delayed if your Spouse:
- is an inpatient in a Hospital, Hospice, or other health care facility;
- is confined at home under the care of a Physician.

If your Spouse's Coverage Effective Date is delayed due to the conditions above, your Spouse's coverage will begin on:
- the date your Spouse is no longer an inpatient in a Hospital, Hospice, or other healthcare facility; or
- the date your Spouse is no longer confined at home under the care of a Physician.

This provision does not apply to Children.

Continuation of your Coverage During Extended Absences

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

Family and Medical Leave of Absence
We will continue coverage in accordance with your Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and your Employer approved your leave in Writing. You will be covered up to the end of the latest of:
- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;
- the leave period required by applicable state law; or
- the leave period provided to you for an Injury or Sickness, provided premium is paid and your Employer has approved your leave in Writing.

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

We will not:
- apply a new Waiting Period; or
- require Evidence of Insurability.

Leave of Absence due to Injury or Sickness
You will be covered up to your retirement date provided premium is paid.

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

End of Coverage

For you
Your coverage under this certificate ends on the earliest of:
- the date the policy is cancelled by us or your Employer;
- the date you are no longer in an Eligible Group;
- the date your Eligible Group is no longer covered;
- the date of your death;
- the last day of the period any required premium contributions are made; or
- the last day you are in Active Employment.

However, as long as premium is paid as required, coverage will continue:
- while benefits are being paid;
- in accordance with the Continuation of your Coverage During Extended Absences provision; or
- if you elect to continue coverage for you, your Spouse, and your Children under Portability of Life and Accidental Death and Dismemberment Insurance.

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.

If your Spouse's coverage ends as a result of your death, divorce or annulment, your Spouse may elect to continue Spouse and Children coverage, as long as premium is paid as required under Portability of Life and Accidental Death and Dismemberment Insurance.

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**, 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.

If the death or Covered Loss occurs before receiving notification of our decision on any Coverage Amounts subject to Evidence of Insurability Requirements, the coverage amount applicable to the claim will be the coverage previously approved and on file with us and your Employer.

Step 2 - Claim Forms

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

When you or your authorized representative receive the claim form, you or your authorized representative 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 us or the Employer. A beneficiary designation form may be available from the Employer or from us online at: **services.unum.com**.

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 us or 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 us or the Employer. If we have taken any action or made any payment before receiving notice of a beneficiary designation, that beneficiary designation will not go into effect for those actions taken or payments made.

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 $1,000 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.

In the event of your death, should your Spouse survive you and elect to continue coverage under Portability of Life and Accidental Death and Dismemberment Insurance, your surviving Spouse should name a beneficiary according to the requirements specified within this provision.

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.

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 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.

When Days Begin and End

For the purpose of all dates under this certificate, all days begin at 12:01 a.m. and end at 12:00 midnight.

Certificate of Coverage

We will provide the Employer with a certificate for distribution to each insured Employee. The certificate describes:
- the coverage to which an Insured may be entitled;
- to whom we will make a payment; and
- the limitations, exclusions, and requirements that apply to an Insured's coverage.

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

Certificate of Coverage Contents

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.

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.

Cancellation or Modification to the Policy and this Certificate of Coverage

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.

Any policy and certificate modifications resulting in an increase to an Insured's coverage may be subject to Evidence of Insurability Requirements. Once age reductions begin, an Insured's Life and AD&D Benefit Amount will not increase or decrease due to a plan change made by the Employer. All policy and certificate modifications will take effect according to the provisions in the Start of Coverage section of this certificate.

Policy Change Authority

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.

Representation in Applications

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.

Assignment

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:
- the Written form has been signed by you and the assignee and the Assignment in its Written form is acceptable to us; and
- 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.

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.

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.

Contestability

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, disability or Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in

the event of fraud, we can take legal or other action at any time as permitted by applicable law.

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 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.

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.

Active Employment

You are working for your Employer for earnings that are paid regularly and you are performing the Material and Substantial Duties of your Regular Occupation. You must be regularly scheduled to work at least the minimum number of hours defined by your Employer.

Your work site must be:

- your Employer's usual place of business in the United States;
- an alternative work site in the United States at the direction of your Employer; or
- a location in the United States to which your job requires you to travel.

Normal vacation, holidays, or temporary business closures are considered Active Employment provided you are in Active Employment on the last scheduled work day preceding such time off.

For purposes of this certificate, temporary business closures that meet the Glossary definition of Active Employment include, but are not limited to:

- inclement weather;
- power outages; and
- public health agency orders.

Temporary and seasonal workers are excluded from coverage.

Children or **Child**

Any dependent Child from live birth to age 26 who is:

- your own natural offspring;
- your Spouse's Child;
- your lawfully adopted Child as of the earliest of the date:
  - the Child is placed in your home or in a medical facility;
  - 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 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 may not be insured as both a Child and an Employee.

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

Common Carrier Commercial transportation including airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities.

Confined or Confinement Assignment to a bed as a resident inpatient in a medical or treatment facility on the advice of a Physician.

Covered Loss 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.

Earnings The annual income from your Employer in effect just prior to the date of death, Covered Loss, or disability.

It does not include income received from:
- commissions;
- bonuses;
- overtime pay;
- shift differential;
- any other extra compensation; or
- sources other than your Employer.

If you are not in Active Employment in accordance with the Continuation of your Coverage During Absences provision and become disabled, we will use the annual Earnings in effect with your Employer prior to the date of your covered absence.

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.

Employee A person, also referred to as "you" or "your", who is in Active Employment.

Employer The Policyholder, including all covered United States divisions, subsidiaries, affiliated companies, and entities of the named Policyholder for whom premium is being paid.

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

Evidence of Insurability 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.

Gainful Occupation A Gainful Occupation is an occupation that:
- you are reasonably fitted by education, training, or experience; and
- is expected to provide an income within 12 months of your return to work equal to or greater than 60% of your annual Earnings.

Hospital An accredited facility licensed to provide medical care and treatment.

Hospice 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.

Injury or **Injuries** 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.

Insured Any person who has coverage under the policy.

Intoxicated The Insured's blood alcohol level equals or exceeds the legal limit for operating a motor vehicle in the state where the Accident occurred.

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

Normal vacation time, holidays, or temporary business closures or any period of disability is not considered a Layoff.

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

Normal vacation time, holidays, or temporary business closures or any period of disability is not considered a Leave of Absence.

Material and Substantial Duties Duties that:
- are routinely required for the performance of your Regular Occupation or any Gainful Occupation; and
- cannot be reasonably omitted or modified.

Mental or Nervous Disorders A psychiatric or psychological condition classified in the most recent *Diagnostic and Statistical Manual of Mental Health Disorders (DSM)* 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.

Payable Claim A claim for which we are liable under the provisions of the policy.

Physician A person performing tasks that are within the limits of their medical license and is also:
- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

We will not recognize you, your Spouse, children, parents, siblings, a 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.

Plan 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.

Plan Year September 1, 2025 to January 1, 2026 and each following January 1 to January 1.

Policyholder The entity to which the policy is issued.

Private Passenger Car A validly registered four-wheel automobile that is used only as a private passenger vehicle including Employer-owned automobiles used as private passenger vehicles.

Qualifying Life Event For coverage eligibility purposes, a Qualifying Life Event may include but is not limited to:
- birth, adoption, or addition of a Child;
- a change in legal marital status;
- a change in employment status; or
- death of a Spouse or Child,

as permitted under Internal Revenue Code section 125.

Changes in coverage made as a result of a Qualifying Life Event must be consistent with

	the Qualifying Life Event. For further information regarding Qualifying Life Events, please refer to your Employer's Human Resource policy and plan documents.
Regular and Appropriate Care	Frequent or routinely scheduled care or treatment by a Physician whose specialty or experience is appropriate to effectively treat and manage the Insured's disability. Physical examinations and Telemedicine are acceptable forms of care or treatment if consistent with standard medical practice for the disabling condition. We will not require the Insured to have frequent or routinely scheduled care or treatment by a Physician for their disability if such Regular and Appropriate Care is not required by standard medical practice.
Regular Occupation	The occupation you are routinely performing when your Injury or Sickness begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.
Restrictions and Limitations	Limitations on your functioning and restrictions in performing the activities of your Regular Occupation or a Gainful Occupation as supported by the medical information provided to us by a Physician.
Retained Asset Account	An interest-bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.
Sickness	An illness or disease. Disability must begin while you are covered under the policy.
Spouse	The sole person who is your partner through lawful marriage, civil union, or your legally separated Spouse. Your Spouse may not be insured as both a Spouse and an Employee.
Telemedicine	A medical inquiry with a Physician via the use of telecommunication and information technologies (including, but not limited to, audio or video communications) for the Insured's evaluation, diagnosis, or treatment as would be practiced in person. This does not include requests for prescription refills or medical records.
Unum Life Insurance Company of America	Referred to as "Unum" and "we," "us," and "our."
Writing or Written	A record on or transmitted by paper, electronic, or telephonic means consistent with applicable law.

Unum Life Insurance Company of America
2211 Congress Street, Portland, ME 04122
(877) 225-2712
services.unum.com

Portability of Group Life and Accidental Death and Dismemberment Insurance

Portability allows Life and Accidental Death and Dismemberment coverage to be continued when Life and Accidental Death and Dismemberment coverage under the Employer's group policy would otherwise end due to a Portability Event. The Certificate of Coverage (the "certificate") in force at the time of an Insured's Portability Event will reflect the terms and conditions of the Life and Accidental Death and Dismemberment coverage that can be continued.

This Portability rider is made a part of the Life and Accidental Death and Dismemberment Insurance Policy and is subject to all of the provisions, limitations and exclusions of the policy and certificate, unless changed or added by this rider.

All references to provisions, sections, and defined terms have been capitalized. Defined terms that have been capitalized within this rider have the same meaning as the defined terms capitalized in the certificate unless changed or added by this rider.

Any future changes made in the Employer's group policy will not apply to coverage an Insured has ported, unless required by law.

If you have any questions about the terms and provisions of this Portability rider, please contact your Employer, or you may contact us.

Policyholder: Holley Performance Products Incorporated

Policy Number: 983301 011

Policy Effective Date: September 1, 2025

Portability Effective Date: September 1, 2025

Portability Provisions

Portability Events

Coverage may be ported if coverage ends under the Employer's policy due to the following:
- your employment with your Employer ends;
- you are no longer in an Eligible Group;
- you retire from your Employer; or
- you continue to work for your Employer but begin working less than the minimum number of hours as described under Eligible Groups in the certificate.

Coverage may not be ported if coverage ends under the Employer's policy due to any of the following:
- the Employer's policy is cancelled by us;
- your Employer terminates business operations;
- your Employer cancels the policy;
- your Employer fails to pay group policy premium;
- the Employer's policy is changed to exclude the group of Employees to which you belong; or
- your coverage is no longer being continued under the Continuation of your Coverage During Absences provision.

Portability Restrictions

You are not eligible to port coverage for you, your Spouse, and your Children if at the time of a Portability Event:

- you, your Spouse, or your Children were not insured under your Employer's policy;
- you or your Spouse has reached age 70;
- your Child does not meet the definition of Children; or
- you, your Spouse, or your Children are Confined in a Hospital or confined at home.

If we determine that you, your Spouse, or your Children were not eligible for Portability at the time portable coverage was applied for, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion provision.

Coverage Available for Portability

Coverage Available for Portability does not include any coverage for which an application to convert has been approved.

For purposes of this section, Benefit Amount means the total Benefit Amount in force for which you, your Spouse, or your Children are insured under the certificate just prior to your, your Spouse's, or your Children's Ported Coverage Effective Date.

For You

The maximum amount of coverage available to port is the lesser of:
- your Benefit Amount;
- 5x your annual Earnings; or
- $750,000 from all Unum group life and accidental death and dismemberment plans combined.

The minimum amount of coverage available to port is the lesser of:
- your Benefit Amount; or
- $10,000.

If your Benefit Amount was based on your Earnings, the amount of coverage available to port will be in $1,000 increments and will not be connected to any future changes in Earnings.

For your Spouse

You must port coverage for yourself to port coverage for your Spouse. The maximum amount of coverage available to port for your Spouse is the lesser of:
- your Spouse's Benefit Amount;
- 100% of the amount of your ported coverage; or
- $750,000 from all Unum group life and accidental death and dismemberment plans combined.

The minimum amount of coverage available to port is the lesser of:
- your Spouse's Benefit Amount; or
- $5,000.

For your Children

You must port coverage for yourself to port coverage for your Children. The maximum amount of coverage available to port for your Children is the lesser of:
- your Children's Benefit Amount;
- 100% of the amount of your ported coverage; or
- $20,000.

The minimum amount of coverage available to port is the lesser of:
- your Children's Benefit Amount; or
- $1,000.

The amount of an Insured's ported life insurance coverage must be equal to or greater than the amount of ported AD&D insurance coverage.

Coverage Available for Portability does not include the following services and benefits included in or with your certificate:
- Accelerated Death Benefits;
- Additional Services, including but not limited to, Employee Assistance Programs,

Travel Assist, and Life Planning Financial and Legal Resources;
- Air Bag Benefit for AD&D;
- Education Benefit;
- Exposure and Disappearance Benefit;
- Helmet Benefit;
- Repatriation Benefit;
- Seatbelt(s) Benefit for AD&D;
- Spouse Education Benefit; and
- Waiver of Premium.

Ported Coverage Reductions Due to an Insured's Age

Any Insured's ported coverage will reduce at any time it would reduce for your Eligible Group if you had continued in Active Employment with your Employer; however, all coverage reductions will happen on your birthday for all Insureds.

Applying for Portability

If you choose to apply for portable coverage for yourself, coverage may also be ported for your Spouse and or Children.

You must apply to port your, your Spouse and/or Children coverage within 31 days from the date of a Portability Event. The first premium payment for ported coverage is due at the time you submit your application.

Applications for Portability are available from your Employer, from us, or online at **services.unum.com**.

If your Spouse and Child were insured under the Group plan at the time of your Portability Event, and you chose not to enroll them when they were first eligible for ported coverage, you may not enroll your Spouse or Child at any time in the future.

Ported Coverage Effective Date

Once an application for portability has been received and approved, the Ported Coverage Effective Date for an Insured will be the day after coverage would have otherwise ended under the Employer's policy.

Changes to Ported Coverage

An Insured's coverage cannot be increased above the amount in force at the time an Insured becomes eligible for port.

You may decrease ported coverage for an Insured at any time. Ported coverage cannot be increased at any time for an Insured.

Decreases in coverage will take effect on the date we process the change.

Any decrease in ported coverage will not affect a Payable Claim that occurs prior to the decrease.

End of Ported Coverage

If you choose to cancel ported coverage for you, your Spouse and your Children, coverage for all Insured's will end on the earlier of:
- the first of the month following the date you provide notification to us; or
- the last day of the period any required premium contributions are made.

For you

Otherwise, your ported coverage will end on the earliest of:
- the date you fail to pay the required premium within 31 days of a premium due date;
- the date coverage provided under Portability is cancelled by us upon 31 days of Written notice that we are canceling continuation of coverage under similar group policies issued in similar markets;
- the first of the month following the date you reach age 75; or
- the date you die.

For your Spouse

Your Spouse's ported coverage will end on the earliest of:
- the date your ported coverage ends;

- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the first of the month following the date your Spouse reaches age 75;
- the date of your Spouse's death; or
- the date of divorce or annulment.

If your Spouse's coverage ends as a result of your death, divorce or annulment, your Spouse has the option to port their Spouse coverage in accordance with Portability for your Spouse in the Event of your Death, Divorce or Annulment.

For your Children

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

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

Once ported coverage ends for you, your Spouse, or your Children, it cannot be reinstated.

In the event your Employer's policy is terminated, Insureds who have continued their coverage under Portability of Life and Accidental Death and Dismemberment Insurance prior to the Employer's policy termination date will not be affected.

Paying for Ported Coverage

You must make all premium contributions for ported coverage. We will bill you directly for any premium due.

Rates for Ported Coverage

The premium for ported coverage is based on the rates in effect for Portability on the date you apply to port coverage. Rates for ported coverage are determined by us and may be changed at any time.

We will provide Written notice at least 31 days before any change is to take effect.

Additional Options for Continuing Coverage

If you are not eligible to port life insurance coverage for you, your Spouse, and your Children or ported life insurance coverage ends, you, your Spouse, and your Children may be eligible for Conversion. Please refer to the Conversion provision in your certificate.

Death During the Portability Application Period

If an Insured dies within 31 days from the date of a Portability Event, any life insurance amount that was eligible for conversion will be payable in accordance with the Conversion provision of the certificate. This life insurance coverage is available whether or not ported life insurance coverage was applied for an Insured under this Portability Rider.

Any premiums paid for the Portability coverage shall be refunded.

Portability for your Spouse and/or Children in the Event of your Death, Divorce or Annulment

Portability Events for your Spouse

Your Spouse may port Spouse and/or Children coverage due to the following:

- your death; or
- divorce or annulment.

Portability Restrictions for your Spouse and Children

Your Spouse and/or Children are not eligible to port coverage if at the time of a Portability Event:

- your Spouse and/or your Children were not insured under your Employer's policy;
- your Spouse has reached age 70;
- your Child does not meet the definition of Children; or
- your Spouse or your Children are Confined in a Hospital or confined at home.

If we determine that your Spouse or your Children were not eligible for Portability at the time your Spouse or your Children applied for portable coverage, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion provision.

Coverage Available for Portability

Coverage Available for Portability does not include any coverage for which an application to convert has been approved.

For purposes of this section, Benefit Amount means the total Benefit Amount in force for which your Spouse or your Children are insured under the certificate just prior to your Spouse's or your Children's Ported Coverage Effective Date.

For your Spouse

The maximum amount of coverage available to port for your Spouse is the lesser of:
- your Spouse's Benefit Amount;
- 100% of your Benefit Amount; or
- $750,000 from all Unum group life and accidental death and dismemberment plans combined.

The minimum amount of coverage available to port is the lesser of:
- your Spouse's Benefit Amount; or
- $5,000.

For your Children

Your Spouse must port Spouse coverage to port coverage for your Children. The maximum amount of coverage available to port for your Children is the lesser of:
- your Children's Benefit Amount;
- 100% of your Benefit Amount; or
- $20,000.

The minimum amount of coverage available to port is the lesser of:
- your Children's Benefit Amount; or
- $1,000.

The amount of your Spouse's and your Children's ported life insurance coverage must be equal to or greater than the amount of ported AD&D insurance coverage.

Coverage Available for Portability does not include the following services and benefits included in or with your certificate:
- Accelerated Death Benefits;
- Additional Services, including but not limited to, Employee Assistance Programs, Travel Assist, and Life Planning Financial and Legal Resources;
- Air Bag Benefit for AD&D;
- Education Benefit;
- Exposure and Disappearance Benefit;
- Helmet Benefit;
- Repatriation Benefit;
- Seatbelt(s) Benefit for AD&D;
- Spouse Education Benefit; and
- Waiver of Premium.

Ported Coverage Reductions Due to your Spouse's Age

Your Spouse's ported coverage will reduce at any time it would reduce for your Eligible Group if you had continued in Active Employment with your Employer; however, all coverage reductions will happen on your birthday.

Applying for Portability

If your Spouse chooses to apply for portable Spouse coverage, coverage may also be ported for your Children.

Your Spouse must apply to port coverage within 31 days from the date of a Portability Event. The first premium payment for your Spouse's ported coverage is due at the time your Spouse submits their application.

Applications for Portability are available from your Employer, from us, or online at **services.unum.com**.

If your Child was insured under the Group plan at the time of your Spouse's Portability Event, and your Spouse chose not to enroll them when they were first eligible for ported coverage, your Spouse may not enroll your Child at any time in the future.

Ported Coverage Effective Date

Once your Spouse's application for portability has been received and approved, your Spouse's and Children's Ported Coverage Effective Date will be the day after coverage would have otherwise ended under the Employer's policy.

Changes to Ported Coverage

Your Spouse's and Children's coverage cannot be increased above the amount in force at the time your Spouse become eligible for port.

Your Spouse may decrease ported coverage for an Insured at any time. Ported coverage cannot be increased at any time for an Insured.

Decreases in coverage will take effect on the date we process the change.

Any decrease in ported coverage will not affect a Payable Claim that occurs prior to the decrease.

End of Ported Coverage

If your Spouse chooses to cancel ported coverage, your Spouse and Children's coverage will end on the earlier of:

- the first of the month following the date your Spouse provides notification to us; or
- the last day of the period any required premium contributions are made.

For your Spouse

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

- the date your Spouse fails to pay the required premium within 31 days of a premium due date;
- the date your Spouse is no longer eligible for coverage;
- the date coverage provided under Portability is cancelled by us upon 31 days of Written notice that we are canceling continuation of coverage under similar group policies issued in similar market;
- the first of the month following the date your Spouse reaches age 75; or
- the date of your Spouse's death.

For your Children

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

- the date your Spouse's ported coverage ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

Once ported coverage ends for your Spouse or Children, it cannot be reinstated.

In the event your Employer's policy is terminated, Insureds who have continued their coverage under Portability of Life and Accidental Death and Dismemberment Insurance prior to the Employer's policy termination date will not be affected.

Paying for Ported Coverage

Your Spouse must make all premium contributions for ported coverage. We will bill your Spouse directly for any premium due.

Rates for Ported Coverage

The premium for ported coverage is based on the rates in effect for Portability on the date your Spouse applies to port Spouse and Children coverage. Rates for ported coverage are determined by us and may be changed at any time.

We will provide Written notice at least 31 days before any change is to take effect.

Additional Options for Continuing Coverage

If your Spouse is not eligible to port life insurance coverage for themself and your Children or ported life insurance coverage ends, your Spouse, and Children may be eligible for Conversion. Please refer to the Conversion provision in your certificate.

Death During the Portability Application Period

If your Spouse dies within 31 days from the date of your Spouse's Portability Event, any life insurance amount that was eligible for conversion will be payable in accordance with the Conversion provision in this certificate. This life insurance coverage is available whether or not your Spouse has applied for ported life insurance coverage under this Portability Rider.

Any premiums paid for the Portability coverage shall be refunded.

Unum Life Insurance Company of America
2211 Congress Street, Portland, ME 04122
(877) 225-2712
services.unum.com

Value Added Services Rider

This rider is made a part of the Life and Accidental Death and Dismemberment Insurance Policy and is subject to all of the provisions, limitations and exclusions of the policy and certificate, unless changed or added by this rider.

All references to provisions, sections, and defined terms have been capitalized. Defined terms that have been capitalized within this rider have the same meaning as the defined terms capitalized in the certificate unless changed or added by this rider.

Policyholder: Holley Performance Products Incorporated

Policy Number: 983301 011

Policy Effective Date: September 1, 2025

Rider Effective Date: September 1, 2025

Description of Services

We have arranged to make available certain services to Employees who become insured with us, or their employers or membership organizations. These services may include but not be limited to:

- enrollment services;
- benefits statement services;
- a life planning program, which provides financial and legal support and grief counseling at the time of death or terminal illness diagnosis;
- other goods or services related to a comprehensive employee benefits program;
- a work life assistance program designed to provide confidential, experienced assistance in dealing with day-to-day life issues or crisis support. This program is available 24 hours a day, 7 days a week, 365 days a year to Unum customers; or
- a travel assistance program, which provides help in the event of a medical emergency while travelling.

The services are in addition to the insurance coverage provided under the policy. Participation is voluntary.

These services may be offered by us directly or through third-party providers. Where the third-party providers offer these services, they - not us - are responsible and liable for the provision of them.

The Policyholder and covered Employees will be provided with complete details about available services and a telephone number to call with questions about the service.

Termination

We reserve the right to terminate, modify, or replace any service at any time with 45 days advance notice to the Policyholder.

When the policy terminates, this rider will terminate and all access to services will end.



Secretary

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.

Si usted tiene alguna queja acerca de su seguro puede comunicarse con nosotros a traves del numero 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en www.naic.org.

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:

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 **Continuation of Your Coverage During Extended Absences** provision for *Leave of Absence due to Injury or Sickness* in the End of Coverage section of the certificate is amended as follows:

Provided premium is paid, you will be covered up to the later of:
- your retirement date; or
- 6 months from the date your absence begins.

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 **Exclusions** provision in the **Life Details | Exclusions** section of the certificate is amended as follows:

This certificate does not cover any losses where death is caused by, contributed to by, or occurs as a result of suicide occurring within 24 months after an Insured's initial Coverage Effective Date.

This certificate also does not cover any losses where death is caused by, contributed to by, or occurs as a result of suicide occurring within 24 months after the date any increases or additional life insurance coverage becomes effective for an Insured. This exclusion will not apply to any amount of life insurance coverage in force for 24 months prior to any increases or additional life coverage.

These exclusions will apply to any life coverage for which you pay all or part of the premium.

These exclusions will also apply to any life coverage that has been approved by us that is subject to the Evidence of Insurability Requirements.

An Insured will be given credit towards the satisfaction of the time period of 24 months for any amount of time satisfied while coverage was effective under your Employer's prior group life insurance policy.

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.

A **Continuation of Coverage for Total Disability** provision is added to the **End of Coverage** section of the certificate as follows:

Provided premium is paid, coverage may be continued for up to six months from the date your Total Disability began, but not later than the earlier of:
- the date you are approved for continuation under any disability provision included in the policy; or
- the cancellation of your Employer's group policy.

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 **Total Disability** definition is added to the **Glossary** section of the certificate as follows:

For purposes of the Continuation of Coverage for Total Disability provision, Total Disability means that due to an Injury or Sickness you are not working in any occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

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.

References to the **Portability Events** provision in the **Portability** rider is amended to include:

- your coverage is no longer being continued under the Life Insurance Continuation Rights provision

For residents of Missouri:

The **Exclusions** provision in the **Life Details | Exclusions** section of the certificate is amended by providing that any losses where death is caused by, contributed to by, or occurs as a result of suicide occurring within 12 months after:
- an Insured's initial Coverage Effective Date; and
- the date any increases or additional life insurance coverage becomes effective for an Insured;

are not covered.

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 **Definition of Disability for Waiver of Premium** provision in the **Waiver of Premium** section of the certificate is amended as follows:

Due to an Injury or Sickness, you are unable to perform the Material and Substantial Duties of any Gainful Occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

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 **Continuation of Your Coverage During Extended Absences** provision in the **End of Coverage** section of the certificate has been amended to include the following for *Strike, Lockout, Labor Dispute*:

Strike, Lockout, Labor Dispute
You will be covered up to the earliest of:
- the expiration of 6 months from the date you ceased Active Employment; or
- the date you accept employment with another Employer.

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".

The **Regular and Appropriate Care** definition in the **Glossary** section of the certificate has been amended as follows:

Frequent or routinely scheduled care or treatment by a Physician whose specialty or experience is appropriate to effectively treat and manage the Insured's disability. Physical examinations and Telemedicine are acceptable forms of care or treatment if consistent with standard medical practice for the disabling condition.

We will not require the Insured to have frequent or routinely scheduled care or treatment by a Physician for their disability if such Regular and Appropriate Care is not required by standard medical practice or the Insured has reached their maximum recovery.

The **Portability Restrictions** provision under the **Portability Provisions** section is amended as follows:

You are not eligible to port coverage for you, your Spouse, and your Children if at the time of a Portability Event:
- you, your Spouse, or your Children were not insured under your Employer's policy;
- you or your Spouse has reached age 70; or

- your Child does not meet the definition of Children.

If we determine that you, your Spouse, or your Children were not eligible for Portability at the time portable coverage was applied for, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion provision.

The **Portability Restrictions for your Spouse and Children** provision under the **Portability for your Spouse and/or Children in the Event of your Death, Divorce, or Annulment** section is amended as follows:

Your Spouse and/or Children are not eligible to port coverage if at the time of a Portability Event:
- your Spouse and/or your Children were not insured under your Employer's policy; or
- your Spouse has reached age 70; or
- your Child does not meet the definition of Children.

If we determine that your Spouse or your Children were not eligible for Portability at the time your Spouse or your Children applied for portable coverage, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion provision.

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.

A provision for **Continuation of Coverage for Total Disability** has been added to the **End of Coverage** section in the certificate as follows:

Provided premium is paid, coverage may be continued for up to six months from the date your Total Disability began, but not later than the earlier of:
- the date you are approved for continuation under any disability provision included in the policy; or
- the cancellation of your Employer's group policy.

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

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.

A **Total Disability** definition is added to the **Glossary** section of the certificate as follows:

For purposes of the Continuation of Coverage for Total Disability provision, Total Disability means that due to an Injury or Sickness you are not working in any occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

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."

References to the **End of Ported Coverage** provision in the **Portability** rider is amended to end ported coverage on the date the Employer's group policy is cancelled. In addition, this provision is amended to remove the last paragraph which provides that in the event the Employer's policy is terminated, insureds who have continued their coverage prior to the Employer's policy termination date will not be affected.

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 **Continuation of Your Coverage During Extended Absences** provision for *Leave of Absence due to Injury or Sickness* in the End of Coverage section of the certificate is amended as follows:

Provided premium is paid, you will be covered up to the later of:

- your retirement date; or
- 6 months from the date your absence begins.

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 **Exclusions** provision in the **Life Details | Exclusions and Limitations** section of the certificate is amended to include the following:

If suicide results within 24 months of the effective date of coverage any premium paid by the Insured will be returned to the beneficiary and any premium paid by the Employer will be returned to the Employer.

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;

A provision for **Continuation of Coverage for Total Disability** has been added to the **End of Coverage** section of the certificate as follows:

Provided premium is paid, coverage may be continued for up to six months from the date your Total Disability began, but not later than the earlier of:
- the date you are approved for continuation under any disability provision included in the policy; or
- the cancellation of your Employer's group policy.

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.

A definition for **Total Disability** has been added to the **Glossary** section of the certificate as follows:

For purposes of the Continuation of Coverage for Total Disability provision, Total Disability means that due to an Injury or Sickness you are not working in any occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

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 **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 **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 **Exclusions** provision in the **Life Details | Exclusions and Limitation** section of the certificate is removed in its entirety.

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

The **Continuation of Your Coverage During Extended Absences** provision in the **End of Coverage** section of the certificate has been amended to include the following:

Strike, Lockout, Labor Dispute
You will be covered up to the earliest of:
- the expiration of 6 months from the date you ceased Active Employment; or
- the date you accept employment with another Employer.

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

The **Description of Services** provision is amended as follows:

We have arranged to make available certain services to Employees who become insured with us, or their employers or membership organizations. These services may include:
- will preparation services;
- financial planning and estate planning services;
- probate and estate settlement services;
- grief counseling; or
- funeral planning and funeral services.

The services are in addition to the insurance coverage provided under the policy. Participation is voluntary.

These services may be offered by us directly or through third-party providers. Where the third-party providers offer these services, they - not us - are responsible and liable for the provision of them.

The Policyholder and covered Employees will be provided with complete details about available services and a telephone number to call with questions about the service.

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:

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:
Holley Performance Products Employee Benefits Plan

Name and Address of Employer:
Holley Performance Products Incorporated
2445 Nashville Rd Ste B1
Bowling Green, Kentucky
42101

Plan Identification Number:
a. Employer IRS Identification #: 61-1291482
b. Plan #: 503

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:
Holley Performance Products Incorporated
2445 Nashville Rd Ste B1
Bowling Green, Kentucky
42101
(270) 782-2900

Holley Performance Products Incorporated 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:
Holley Performance Products Incorporated
2445 Nashville Rd Ste B1
Bowling Green, Kentucky
42101

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 983301 011. Contributions to the Plan are made as stated under Paying for Coverage in the Certificate of Coverage.

Employer's Right to Amend the Plan

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

Employer's Right to Request Policy Change

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

Cancellation of the Policy by the Employer

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

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

Cancellation or Modification of the Policy by Us

In addition, 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 not based on disability, 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.

If a claim is based on your disability

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30-day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based:
- provide you with an explanation of the basis for disagreeing or not following the views of:

1) health care professionals who have treated you or vocational professionals who have evaluated you;
2) the advice of medical or vocational professionals obtained on behalf of the plan; and
3) any disability determination made by the Social Security Administration regarding you and presented to the plan by you;

- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and
- disclose any internal rule, guidelines, protocol or similar criteria relied on in making the adverse determination or state that such, etc. do not exist.

Any cancellation or discontinuance of your disability coverage that has a retroactive effect will be treated as an adverse benefit determination, except in the case of failure to timely pay required premiums or contributions toward the cost of coverage.

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.

If you live in a county with a significant population of non-English speaking persons the plan will provide, in those non-English languages, a statement of how to access oral and written language services in those languages.

Appeal Procedures

If an appeal is based on death, a covered loss not based on disability, 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.

If an appeal is based on your disability
You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45-day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45-day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

Prior to a final decision being made on an appeal, you will have the opportunity to review and respond to any new or additional rationale or evidence considered, relied upon, or generated by the plan in connection with your claim.

A notice that your request on appeal is denied will contain the following information:
- the specific reason(s) for the determination:
- a reference to the specific Plan provision(s) on which the determination is based;
- an explanation of the basis for disagreeing or not following the views of:
    1) health care professionals who have treated you or vocational professionals who have evaluated you;
    2) the advice of medical or vocational professionals obtained on behalf of the plan; and
    3) any disability determination made by the Social Security Administration regarding you and presented to the plan by you.
- a statement disclosing any internal rule, guidelines, protocol or similar criteria relied on in making the adverse determination or a statement that such rules, etc. do not exist;
- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination;
- the statement that "You or your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency"; and
- you will be given notice of any applicable contractual limitation period that applies to your right to bring legal proceedings and the calendar date on which that period expires.

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 or coloniallife.com. You may also write to: Privacy Officer, Unum, 2211 Congress Street, B267, Portland, Maine 04122 or at Privacy@unum.com.

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

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

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