

## **Allstate Insurance Company**

Your Group Life and Accidental Death and Dismemberment Plan

Policy No. 572683 012

Underwritten by Unum Life Insurance Company of America

10/2/2014

### CERTIFICATE OF COVERAGE

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the Policyholder), the policy will govern. The policy may be changed in whole or in part. Only an officer or registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to the policy. Any other person may not change the policy or waive any part of it.

The policy is delivered in and is governed by the laws of the governing jurisdiction. When making a benefit determination under the policy, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

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

### **TABLE OF CONTENTS**

BENEFITS AT A GLANCE	B@G-LIFE-1
LIFE INSURANCE PLAN	B@G-LIFE-1
BENEFITS AT A GLANCE	B@G-AD&D-1
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN	B@G-AD&D-1
CLAIM INFORMATION	LIFE-CLM-1
LIFE INSURANCE	.LIFE-CLM-1
CLAIM INFORMATION	AD&D-CLM-1
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	AD&D-CLM-1
GENERAL PROVISIONS	MEMBER-1
LIFE INSURANCE	.LIFE-BEN-1
BENEFIT INFORMATION	LIFE-BEN-1
OTHER BENEFIT FEATURES	LIFE-OTR-1
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	AD&D-BEN-1
BENEFIT INFORMATION	AD&D-BEN-1
OTHER BENEFIT FEATURES	AD&D-OTR-1
GLOSSARY	GLOSSARY-1

### **BENEFITS AT A GLANCE**

#### LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

POLICYHOLDER'S ORIGINAL PLAN EFFECTIVE DATE: January 1, 2003

**PLAN YEAR:** 

January 1, 2003 to January 1, 2004 and each following January 1 to January 1

**POLICY NUMBER:** 572683 012

**ELIGIBLE GROUP(S):** 

All Exclusive Independent Contractors in active service in the United States with the Policyholder

#### WHO PAYS FOR THE COVERAGE:

For You:

You pay the cost of your coverage.

#### For Your Dependents:

You pay the cost of your dependent coverage.

### **ELIMINATION PERIOD:**

Premium Waiver: 9 months

Disability-based benefits begin the day after Unum approves your claim and the elimination period is completed.

### LIFE INSURANCE BENEFIT:

#### AMOUNT OF LIFE INSURANCE FOR YOU

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$10,000, if not already an exact multiple thereof.

AMOUNT OF LIFE INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

If you have reached age 70, but not age 75, your amount of life insurance will be:

- 65% of the amount of life insurance you had prior to age 70; or
- 65% of the amount of life insurance shown above if you become insured on or after age 70 but before age 75.

There will be no further increases in your amount of life insurance.

If you have reached age 75, but not age 80, your amount of life insurance will be:

- 45% of the amount of life insurance you had prior to your first reduction; or

- 45% of the amount of life insurance shown above if you become insured on or after age 75 but before age 80.

There will be no further increases in your amount of life insurance.

If you have reached age 80 or more, your amount of life insurance will be:

- 30% of the amount of life insurance you had prior to your first reduction; or
- 30% of the amount of life insurance shown above if you become insured on or after age 80.

There will be no further increases in your amount of life insurance.

#### EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR INSURANCE OVER:

\$100,000

Evidence of Insurability **is not required** for amounts of life insurance you had in force with your Policyholder's prior carrier on the termination date of the prior carrier's plan.

Evidence of Insurability is required for amounts of life insurance in excess of the greater of:

- The amount(s) of life insurance you had in force with your Policyholder's prior carrier on the termination date of the prior carrier's plan; or
- The amount(s) of life insurance over the amount shown above.

#### OVERALL MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

The lesser of:

- 5 x annual earnings: or
- \$500,000.

#### AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS

#### Spouse:

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$10,000, if not already an exact multiple thereof.

EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR SPOUSE'S INSURANCE OVER:

\$20,000

Evidence of Insurability **is not required** for amounts of life insurance your spouse had in force with your Policyholder's prior carrier on the termination date of the prior carrier's plan.

Evidence of Insurability is required for amounts of life insurance in excess of the greater of:

- The amount(s) of life insurance your spouse had in force with your Policyholder's prior carrier on the termination date of the prior carrier's plan; or
- The amount(s) of life insurance over the amount shown above.

### MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOUR SPOUSE:

The lesser of:

- 100% of your amount of insurance; or
- \$150,000.

#### Children:

Amounts in \$2,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$2,000, if not already a multiple thereof.

### MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOUR CHILDREN:

Attained age at death:

Live birth to 14 days: \$500 14 days to 6 months: \$500 6 months to age 26:

The lesser of:

- 100% of your amount of insurance; or
- \$10,000.

#### SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

### **OTHER FEATURES:**

Accelerated Benefit

Conversion

Portability

NOTE: Portability under this plan is available to an insured spouse in the event of divorce from an insured employee, subject to all terms and conditions otherwise applicable to ported spouse coverage.

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.

### **BENEFITS AT A GLANCE**

#### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

This accidental death and dismemberment insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death or for you in the event of any other covered loss. The amount you or your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death or any other covered loss according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

POLICYHOLDER'S ORIGINAL PLAN EFFECTIVE DATE: January 1, 2003

**PLAN YEAR:** 

January 1, 2003 to January 1, 2004 and each following January 1 to January 1

**POLICY NUMBER:** 572683 012

**ELIGIBLE GROUP(S):** 

All Exclusive Independent Contractors in active service in the United States with the Policyholder

#### WHO PAYS FOR THE COVERAGE:

For You:

You pay the cost of your coverage.

#### For Your Dependents:

You pay the cost of your dependent coverage.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:**

## AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOU (FULL AMOUNT)

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$10,000, if not already an exact multiple thereof.

AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

If you have reached age 70, but not age 75, your amount of AD&D insurance will be:

- 65% of the amount of AD&D insurance you had prior to age 70; or
- 65% of the amount of AD&D insurance shown above if you become insured on or after age 70 but before age 75.

There will be no further increases in your amount of AD&D insurance.

If you have reached age 75, but not age 80, your amount of AD&D insurance will be:

- 45% of the amount of AD&D insurance you had prior to your first reduction; or
- 45% of the amount of AD&D insurance shown above if you become insured on or after age 75 but before age 80.

There will be no further increases in your amount of AD&D insurance.

If you have reached age 80 or more, your amount of AD&D insurance will be:

- 30% of the amount of AD&D insurance you had prior to your first reduction; or

- 30% of the amount of AD&D insurance shown above if you become insured on or after age 80.

There will be no further increases in your amount of AD&D insurance.

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU:

The lesser of:

- 5 x annual earnings; or
- \$500,000.

## AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR DEPENDENTS (FULL AMOUNT)

#### Spouse:

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$10,000, if not already an exact multiple thereof.

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR SPOUSE:

The lesser of:

- 100% of your amount of insurance; or
- \$150,000.

#### Children:

Amounts in \$2,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$2,000, if not already a multiple thereof.

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR CHILDREN:

Attained age at death:

Live birth to 14 days: \$500 14 days to 6 months: \$500 6 months to age 26:

The lesser of:

- 100% of your amount of insurance; or
- \$10,000.

### REPATRIATION BENEFIT FOR YOU AND YOUR DEPENDENTS

Maximum Benefit Amount:

Up to \$5,000

The Repatriation Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Repatriation Benefit, your or your dependent's accidental death benefit must be paid first.

#### SEATBELT(S) AND AIR BAG BENEFIT FOR YOU AND YOUR DEPENDENTS

Maximum Benefit Payment:

Seatbelt(s): \$10,000 Air bag: \$5,000 The Seatbelt(s) and Air Bag Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Seatbelt(s) and Air Bag Benefit, your or your dependents accidental death benefit must be paid first.

### **EDUCATION BENEFIT**

#### Each Qualified Child

Benefit Amount per Academic Term for which a Qualified Child is enrolled:

The lesser of:

- 12.5% of the Full Amount of the Agent's accidental death and dismemberment insurance; or
- \$12,500

Maximum Benefit Payments:

8 per lifetime

Maximum Benefit Amount:

\$100,000

Maximum Benefit Period:

6 years from the date the first benefit payment has been made.

The Education Benefit is separate from any accidental death and dismemberment benefit which may be payable. In order for your Qualified Child to receive the Education Benefit, your accidental death benefit must be paid first.

### SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

#### **OTHER FEATURES:**

Portability

NOTE: Portability under this plan is available to an insured spouse in the event of divorce from an insured employee, subject to all terms and conditions otherwise applicable to ported spouse coverage.

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.

### **CLAIM INFORMATION**

### LIFE INSURANCE

# WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on your disability, written notice and proof of claim must be sent no later than 90 days after the end of the elimination period.

If a claim is based on death, written notice and proof of claim must be sent no later than 90 days after the date of death.

If it is not possible to give proof within these time limits, it must be given no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from the Allstate Benefits Center, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of the request, send Unum written proof of claim without waiting for the form.

If you have a disability, you must notify us immediately when you return to work in any capacity.

### HOW DO YOU FILE A CLAIM FOR A DISABILITY?

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

### WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

If your claim is based on your disability, your proof of claim, provided at your expense, must show:

- that you are under the **regular care** of a **physician**;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation or any gainful occupation; and
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 days of a request by us.

If claim is based on death, proof of claim, provided at your or your authorized representative's expense, must show the cause of death. Also a certified copy of the death certificate must be given to us.

In some cases, you will be required to give Unum authorization to obtain additional medical and non-medical information as part of your proof of claim or proof of continuing disability. Unum will deny your claim if the appropriate information is not submitted.

### WHEN CAN UNUM REQUEST AN AUTOPSY?

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

# HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your life insurance. You may change your beneficiary at any time by filing a form approved by Unum with the Policyholder. The new beneficiary designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before the Policyholder receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to your estate.

Instead of making a death payment to your estate, Unum has the right to make payment to the first surviving family members of the family members in the order listed below:

- spouse;
- child or children:
- mother or father; or
- sisters or brothers.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

In addition, if you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse should name a beneficiary according to the requirements specified above for you.

### **HOW WILL UNUM MAKE PAYMENTS?**

If your or your dependent's life claim is at least \$10,000, Unum will make available to the beneficiary a **retained asset account** (the Unum Security Account).

Payment for the life claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the life claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, you or your beneficiary may request the life claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

If you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse's death claim will be paid to your surviving spouse's beneficiary.

All other benefits will be paid to you.

### WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

- fraud: and
- any error Unum makes in processing a claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

# WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR LIFE INSURANCE? (Assignability Rights)

The rights provided to you by the plan for life insurance are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

### **CLAIM INFORMATION**

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

# WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on death or other covered loss, written notice and proof of claim must be sent no later than 90 days after the date of death or the date of any other covered loss.

If a claim is based on the Education Benefit, written notice and proof of claim must be sent no later than 60 days after the date of your death.

If it is not possible to give proof within these time limits, it must be given no later than 1 year after the time proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from the Allstate Benefits Center, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of your request, send Unum written proof of claim without waiting for the form.

### HOW DO YOU FILE A CLAIM FOR A COVERED LOSS?

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

### WHAT INFORMATION IS NEEDED AS PROOF OF CLAIM?

If claim is based on death or other covered loss, proof of claim for death or covered loss, provided at your or your authorized representative's expense, must show:

- the cause of death or covered loss;
- the extent of the covered loss;
- the date of covered loss; and
- the name and address of any **hospital or institution** where treatment was received, including all attending **physicians**.

Also, in case of death, a certified copy of the death certificate must be given to us.

In some cases, you will be required to give Unum authorization to obtain additional medical and non-medical information as part of your proof of claim. Unum will deny your claim if the appropriate information is not submitted.

If a claim is based on the Education Benefit, proof of claim, provided at your authorized representative's expense, must show:

- the date of enrollment of your qualified child in an accredited post-secondary institution of higher learning;
- the name of the institution:
- a list of courses for the current academic term; and
- the number of credit hours for the current academic term.

### WHEN CAN UNUM REQUEST AN AUTOPSY?

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

# HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your accidental death and dismemberment insurance. You may change your beneficiary at any time by filing a form approved by Unum with the Policyholder. The new beneficiary designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before the Policyholder receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to your estate.

Instead of making a death payment to your estate, Unum has the right to make payment to the first surviving family members of the family members in the order listed below:

- spouse;
- child or children;
- mother or father; or
- sisters or brothers.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

In addition, if you do not survive your spouse, and dependent accidental death and dismemberment coverage is continued, then your surviving spouse should name a beneficiary according to the requirements specified above for you.

### **HOW WILL UNUM MAKE PAYMENTS?**

If your or your dependent's accidental death or dismemberment claim is at least \$10,000 Unum will make available to you or your beneficiary a **retained asset account** (the Unum Security Account).

Payment for the accidental death or dismemberment claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the accidental death or dismemberment claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, you or your beneficiary may request the accidental death claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

The Education Benefit will be paid to your qualified child or the qualified child's legal representative.

If you do not survive your spouse, and dependent accidental death and dismemberment coverage is continued, then your surviving spouse's death claim will be paid to your surviving spouse's beneficiary.

All other benefits will be paid to you.

### WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

- fraud: and
- any error Unum makes in processing a claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

# WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS? (Assignability Rights)

The rights provided to you by the plan(s) for accidental death insurance benefits are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

# IMPORTANT INFORMATION REGARDING THE ACCELERATED BENEFIT

The insurance evidenced by this certificate provides life insurance, with the accelerated benefit option (An accelerated payment of your or your dependent's death benefit).

- The receipt of the accelerated benefit may be taxable and may affect your eligibility for Medicaid.
- Amount of accelerated benefit:
   If you or your dependent becomes terminally ill while you or your dependent is insured by the plan, Unum will pay you a portion of your or your dependent's life insurance benefit one time. The payment will be based on 50% of your or your dependent's life insurance amount. However, the one-time benefit paid will not be greater than \$250,000.
- Example of accelerated benefit amount and the effect of the payment on the remaining amount of life insurance.

\$75,000 \$37,500	Your life amount The accelerated benefit amount (accelerated payment of your death benefit)
\$37,500	The amount of life insurance remaining after payment of the accelerated benefit. (This is what will be paid to the beneficiary upon your death).

- Your or your dependent's right to exercise this option and to receive payment is subject to the following:
  - you or your dependent requests this election, in writing, on a form acceptable to Unum:
  - you or your dependent must be terminally ill at the time of payment of the Accelerated Benefit;
  - your or your dependent's physician must certify, in writing, that you or your dependent is terminally ill and your or your dependent's life expectancy has been reduced to less than 12 months; and
  - the physician's certification must be deemed satisfactory to Unum.
- There may be up to a 3% adjustment to the manual rates for this accelerated benefit.

### **GENERAL PROVISIONS**

#### WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

#### WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are working for the Policyholder in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date: or
- the date you enter an eligible group.

### WHEN DOES YOUR LIFE INSURANCE COVERAGE BEGIN?

This plan provides benefit units that you can choose. When you first become eligible for coverage, you may apply for any number of benefit units, however, you cannot be covered for more than the maximum benefit available under the plan.

**Evidence of insurability** is required for any amount of life insurance over the amount shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

You pay 100% of the cost yourself for any benefit unit. You will be covered at 12:01 a.m. on the later of:

- the date you are eligible for coverage, if you apply for insurance on or before that date, for any amount of insurance that is not subject to evidence of insurability requirements; or
- the date you are eligible for coverage, if you apply within 31 days after your eligibility date, for any amount of insurance that is not subject to evidence of insurability requirements; and
- the date Unum approves your evidence of insurability form, if you apply for insurance on or before your eligibility date or within 31 days after your eligibility date, for any amount of insurance that is subject to evidence of insurability requirements.

An evidence of insurability form can be obtained from the Allstate Benefits Center.

# WHEN CAN YOU APPLY FOR LIFE INSURANCE COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR ELIGIBILITY DATE?

You can apply for coverage only during an **annual enrollment period**. Evidence of insurability is required for any amount of insurance.

Unum and the Policyholder determine when the annual enrollment period begins and ends. Coverage will begin at 12:01 a.m. on the first day of the next plan year

(January 1), or on the date Unum approves your evidence of insurability form whichever is later.

#### WHEN CAN YOU CHANGE YOUR LIFE INSURANCE COVERAGE?

You can change your coverage by applying for additional benefit units at anytime during the plan year. You can increase your coverage any number of benefit units up to the maximum benefit available under the plan. Evidence of insurability is required for any amount of life insurance applied for during the plan year. A change in coverage that is made during a plan year will begin at 12:01 a.m. on the date Unum approves your evidence of insurability form.

You also can change your coverage by applying for additional benefit units during an **annual enrollment period**. You can increase your coverage any number of benefit units up to the maximum benefit available under the plan.

Evidence of insurability is required for any amount of life insurance over the amount shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

Unum and the Policyholder determine when the annual enrollment period begins and ends. A change in coverage that is made during an annual enrollment period will begin at 12:01 a.m. on the first day of the next plan year (January 1), or on the date Unum approves your evidence of insurability form whichever is later.

In addition, you can decrease your coverage any number of benefit units during the plan year or annual enrollment period. Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

# WHEN DOES YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE BEGIN?

This plan provides benefit units that you can choose. When you first become eligible for coverage, you may apply for any number of benefit units, however, you cannot be covered for more than the maximum benefit available under the plan.

You pay 100% of the cost yourself for any benefit unit. You will be covered at 12:01 a.m. on the later of:

- the date you are eligible for coverage, if you apply for insurance on or before that date; or
- the date you are eligible for coverage, if you apply within 31 days after your eligibility date.

# WHEN CAN YOU APPLY FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR ELIGIBILITY DATE?

You can apply for accidental death and dismemberment insurance coverage only during an annual enrollment period.

Unum and the Policyholder determine when the annual enrollment period begins and ends. Coverage will begin at 12:01 a.m. on the first day of the next plan year (January 1).

# WHEN CAN YOU CHANGE YOUR ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE?

You can change your coverage by applying for additional benefit units at anytime during the plan year. You can increase your coverage any number of benefit units up to the maximum benefit available under the plan. A change in coverage that is made during a plan year will begin at 12:01 a.m. on the date you apply for additional benefit units.

You also can change your coverage by applying for additional benefit units during an annual enrollment period. You can increase your coverage any number of benefit units up to the maximum benefit available under the plan.

Unum and the Policyholder determine when the annual enrollment period begins and ends. A change in coverage that is made during an enrollment period will begin at 12:01 a.m. on the first day of the next plan year (January 1).

In addition, you can decrease your coverage any number of benefit units during the plan year or annual enrollment period. Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

# WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?

If you are not actively involved in the conduct of business at an agency location due to injury or sickness, your coverage will begin on the date you return to **active service**.

# ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE NOT WORKING DUE TO INJURY OR SICKNESS?

If you are not working due to injury or sickness, and if premium is paid, you may continue to be covered until your Exclusive Independent Contractor agreement terminates.

### WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by the Policyholder will take effect on the date the change occurs or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active service.

If you are not in active service due to injury or sickness, any increased or additional coverage due to a change in your annual earnings or due to a plan change will begin on the date you return to active service.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

### WHEN DOES YOUR COVERAGE END?

Your coverage under the Policy or a plan ends on the earliest of:

- the date the Policy or a plan is cancelled;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions;
- the date you are no longer in an eligible group; or
- the date you are no longer in active service.

Unum will provide coverage for a payable claim which occurs while you are covered under the Policy or plan.

### WHEN ARE YOU ELIGIBLE TO ELECT DEPENDENT COVERAGE?

If you elect coverage for yourself or are insured under the plan, you are eligible to elect dependent coverage for your spouse only, your dependent children only or both.

#### WHEN ARE YOUR DEPENDENTS ELIGIBLE FOR COVERAGE?

The date your dependents are eligible for coverage is the later of:

- the date your insurance begins; or
- the date you first acquire a dependent.

### WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?

The following dependents are eligible for coverage under the plan:

- Your lawful spouse, including a legally separated spouse. You may not cover your spouse as a dependent if your spouse is enrolled for coverage as a member.
- Your children from live birth but less than age 26. Stillborn children are not eligible for coverage.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

No child may be covered by more than one member in the plan.

No child can be covered as both a member and a dependent.

### WHEN DOES YOUR DEPENDENT LIFE INSURANCE COVERAGE BEGIN?

This plan provides benefit units that you can choose for your dependents. When your dependents first become eligible for coverage, you may apply for any number of benefit units, however, your dependents cannot be covered for more than the maximum benefits available under the plan.

**Evidence of insurability** is required for any amount of dependent life insurance over the amount shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

You pay 100% of the cost yourself for dependent coverage. Your dependents will be covered at 12:01 a.m. on the later of:

- the date your dependents are eligible for coverage, if you apply for dependent insurance on or before that date, for any amount of insurance that is not subject to evidence of insurability requirements; or
- the date your dependents are eligible for coverage, if you apply for dependent insurance within 31 days after your dependent's eligibility date, for any amount of insurance that is not subject to evidence of insurability requirements; and
- the date Unum approves your dependent's evidence of insurability form, if you apply for dependent insurance on or before your dependent's eligibility date or within 31 days after your dependent's eligibility date for any amount of insurance that is subject to evidence of insurability requirements.

# WHEN CAN YOU APPLY FOR DEPENDENT LIFE INSURANCE COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR DEPENDENT'S ELIGIBILITY DATE?

You can apply for dependent coverage only during an annual enrollment period. Evidence of insurability is required for any amount of dependent life insurance.

Unum and the Policyholder determine when the annual enrollment period begins and ends. Dependent coverage will begin at 12:01 a.m. on the first day of the next plan year (January 1), or on the date Unum approves your dependent's evidence of insurability form whichever is later.

### WHEN CAN YOU CHANGE YOUR DEPENDENT LIFE INSURANCE COVERAGE?

You can change your dependent coverage by applying for additional benefit units at anytime during the plan year. You can increase your dependent coverage any number of benefit units up to the maximum benefits available under the plan. Evidence of insurability is required for any amount of dependent life insurance applied for during the plan year. A change in coverage that is made during a plan year will begin at 12:01 a.m. on the date Unum approves your dependent's evidence of insurability form.

You also can change your dependent coverage by applying for additional benefit units during an annual enrollment period. You can increase your dependent coverage any number of benefit units up to the maximum benefits available under the plan.

Evidence of insurability is required for any amount of dependent life insurance over the amount shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

Unum and the Policyholder determine when the annual enrollment period begins and ends. A change in coverage that is made during an annual enrollment period will begin at 12:01 a.m. on the first day of the next plan year (January 1), or on the date Unum approves your dependent's evidence of insurability form whichever is later.

In addition, you can decrease your dependent coverage any number of benefit units during the plan year or annual enrollment period. Any decrease in dependent coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

# WHEN DOES YOUR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE BEGIN?

This plan provides benefit units that you can choose for your dependents. When your dependents first become eligible for coverage, you may apply for any number of benefit units, however, your dependents cannot be covered for more than the maximum benefits available under the plan.

You pay 100% of the cost yourself for dependent coverage. Your dependents will be covered at 12:01 a.m. on the later of:

- the date your dependents are eligible for coverage, if you apply for dependent insurance on or before that date; or
- the date your dependents are eligible for coverage, if you apply within 31 days after your dependent's eligibility date.

# WHEN CAN YOU APPLY FOR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR DEPENDENTS' ELIGIBILITY DATE?

You can apply for dependent coverage only during an annual enrollment period.

Unum and the Policyholder determine when the annual enrollment period begins and ends. Dependent coverage will begin at 12:01 a.m. on the first day of the next plan year (January 1).

## WHEN CAN YOU CHANGE YOUR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE?

You can change your dependent coverage by applying for additional benefit units at anytime during the plan year. You can increase your dependent coverage any number of benefit units up to the maximum benefits available under the plan. A change in coverage that is made during a plan year will begin at 12:01 a.m. on the date you apply for additional benefit units.

You also can change your dependent coverage by applying for additional benefit units during an annual enrollment period. You can increase your dependent coverage any number of benefit units up to the maximum benefits available under the plan.

Unum and the Policyholder determine when the annual enrollment period begins and ends. A change in coverage that is made during an enrollment period will begin at 12:01 a.m. on the first day of the next plan year (January 1).

In addition, you can decrease your dependent coverage any number of benefit units during the plan year or annual enrollment period. Any decrease in dependent

coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

# WHAT IF YOUR DEPENDENT IS TOTALLY DISABLED ON THE DATE YOUR DEPENDENT'S COVERAGE WOULD NORMALLY BEGIN?

If your eligible dependent is **totally disabled**, your dependent's coverage will begin on the date your eligible dependent no longer is totally disabled. This provision does not apply to a newborn child while dependent insurance is in effect.

### WHEN WILL CHANGES TO YOUR DEPENDENT'S COVERAGE TAKE EFFECT?

Once your dependent's coverage begins, any increased or additional dependent coverage due to a plan change requested by the Policyholder will take effect on the date the change occurs or on the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required, provided your dependent is not totally disabled. You must be in active service

If you are not in active service due to injury or sickness, any increased or additional dependent coverage due to a plan change will begin on the date you return to active service.

If your dependent is totally disabled, any increased or additional dependent coverage will begin on the date your dependent is no longer totally disabled.

Any decreased coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

### WHEN DOES YOUR DEPENDENT'S COVERAGE END?

Your dependent's coverage under the Policy or a plan ends on the earliest of:

- the date the Policy or a plan is cancelled;
- the date your eligible group is no longer covered;
- the date of your death;
- the last day of the period for which you made any required contributions:
- the date you are no longer in an eligible group; or
- the date you are no longer in active service.

Coverage for any one dependent will end on the earliest of:

- the date your coverage under a plan ends:
- the date your dependent ceases to be an eligible dependent;
- for a spouse, the date of divorce or annulment; or
- the date your spouse has reached age 70.

Unum will provide coverage for a payable claim which occurs while your dependents are covered under the Policy or plan.

# WILL COVERAGE CONTINUE FOR A CHILD AGE 26 OR OVER WHO BECAME DISABLED WHILE COVERED UNDER THE PLAN?

Coverage will be continued for a child age 26 or over who became physically or mentally disabled while covered under the plan provided:

- the child is unmarried;
- the disability was acquired before the child's coverage would have ended;
- the child is incapable of self-support and remains so incapable;
- you are the main source of support and maintenance.

Unum must receive proof within 31 days of the date the child attains age 26 and as required during the first two years. After the first two years Unum will ask for proof when needed but not more than once a year.

#### WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You or your authorized representative can start legal action regarding a claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

# HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?

Unum considers any statements you or the Policyholder make in a signed application for coverage or an evidence of insurability form a representation and not a warranty. If any of the statements you or the Policyholder make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application or an evidence of insurability form as a basis for doing this.

Unum can take action only in the first 2 years coverage is in force.

If the Policyholder gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

### HOW WILL UNUM HANDLE INSURANCE FRAUD?

Unum wants to ensure you and the Policyholder do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

# DOES THE POLICY REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

### DOES THE POLICYHOLDER ACT AS YOUR AGENT OR UNUM'S AGENT?

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

### LIFE INSURANCE

### BENEFIT INFORMATION

### WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT?

Your beneficiary(ies) will receive payment when Unum approves your death claim.

### WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF DEATH?

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

# HOW MUCH WILL UNUM PAY YOU IF UNUM APPROVES YOUR DEPENDENT'S DEATH CLAIM?

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

# HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IF UNUM APPROVES YOUR DEATH CLAIM?

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

### WHAT ARE YOUR ANNUAL EARNINGS?

If you have been an Exclusive Independent Contractor for at least twenty-four full calendar months as of the August 1st prior to the January 1st prior to the date of loss, Annual Earnings are an annual average of your eligible compensation, as defined by Allstate Insurance Company, from Allstate Insurance Company and its affiliates for that twenty-four full calendar month period ended as of the August 1st prior to the January 1st prior to the date of loss.

If you have been an Exclusive Independent Contractor for less than twenty-four full calendar months as of the August 1st prior to the January 1st prior to the date of loss, Annual Earnings are the greater of the annualized amount based on the monthly average of your eligible compensation, as defined by Allstate Insurance Company, from Allstate Insurance Company, and its affiliates for the period of employment ended as of the August 1st prior to the January 1st prior to the date of loss, or \$30,000.

Eligible compensation, as defined by Allstate Insurance Company, is comprised of wage types with a QAE indicator and reported to you, or an entity that you have a whole or partial ownership interest in, as Current Earnings on your Commission Payment Notifications.

# WHAT HAPPENS TO YOUR LIFE INSURANCE COVERAGE IF YOU BECOME DISABLED?

Your life insurance coverage may be continued for a specific time and your life insurance premium will be waived if you qualify as described below.

# HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO HAVE LIFE PREMIUMS WAIVED?

You must be disabled through your **elimination period**.

Your elimination period is 9 months.

### WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?

Your life insurance premium waiver will begin when we approve your claim, if the elimination period has ended and you meet the following conditions. The Policyholder may continue premium payments until Unum notifies the Policyholder of the date your life insurance premium waiver begins.

Your life insurance premium will be waived if you meet these conditions:

- you are less than 60 and insured under the plan.
- you become disabled and remain disabled during the elimination period.
- you meet the notice and proof of claim requirements for disability while your life insurance is in effect or within three months after it ends.
- your claim is approved by Unum.

After we approve your claim, Unum does not require further premium payments for you while you remain disabled according to the terms and provisions of the plan.

Your life insurance amount will not increase while your life insurance premiums are being waived. Your life insurance amount will reduce or cease at any time it would reduce or cease if you had not been disabled.

### WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER END?

The life insurance premium waiver will automatically end if:

- you recover and you no longer are disabled;
- you fail to give us proper proof that you remain disabled;
- you refuse to have an examination by a physician chosen by Unum;
- you reach age 65; or
- premium has been waived for 12 months and you are considered to reside outside the United States. You will be considered to reside outside the United States 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.

### **HOW DOES UNUM DEFINE DISABILITY?**

You are disabled when Unum determines that:

- during the elimination period, you are not working in any occupation due to your injury or sickness; and
- after the elimination period, due to the same injury or sickness, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by training, education or experience.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a physician, other medical practitioner or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.

### APPLYING FOR LIFE INSURANCE PREMIUM WAIVER

Contact the Allstate Benefits Center for a life insurance premium waiver claim form.

The form has instructions on how to complete and where to send the claim.

# WHAT INSURANCE IS AVAILABLE WHILE YOU ARE SATISFYING THE DISABILITY REQUIREMENTS? (See Conversion Privilege)

You may use this life conversion privilege when your life insurance terminates while you are satisfying the disability requirements. Please refer to the conversion privilege below. You are not eligible to apply for this life conversion if you return to work and, again, become covered under the plan.

If an individual life insurance policy is issued to you, any benefit for your death under this plan will be paid only if the individual policy is returned for surrender to Unum. Unum will refund all premiums paid for the individual policy.

The amount of your death benefit will be paid to your named beneficiary for the plan. If, however, you named a different beneficiary for the individual policy and the policy is returned to Unum for surrender, that different beneficiary will not be paid.

If you want to name a different beneficiary for this group plan, you must change your beneficiary as described in the Beneficiary Designation page of this group plan.

# WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)

When coverage ends under the plan, you and your dependents can convert your coverages to individual life policies, without evidence of insurability. The maximum amounts that you can convert are the amounts you and your dependents are insured for under the plan. You may convert a lower amount of life insurance.

You and your dependents must apply for individual life insurance under this life conversion privilege and pay the first premium within 60 days after the date:

- your Exclusive Independent Contractor agreement terminates; or
- you or your dependents no longer are eligible to participate in the coverage of the plan.

If you convert to an individual life policy, then return to work, and, again, become insured under the plan, you are not eligible to convert to an individual life policy again. However, you do not need to surrender that individual life policy when you return to work.

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. The person may elect one year of Preliminary Term insurance

under the level premium whole life policy. The individual policy will not contain disability or other extra benefits.

# WHAT LIMITED CONVERSION IS AVAILABLE IF THE POLICY OR THE PLAN IS CANCELLED? (CONVERSION PRIVILEGE)

You and your dependents may convert a limited amount of life insurance if you have been insured under the Policyholder's group plan with Unum for at least five (5) years and the Policy or the plan:

- is cancelled with Unum; or
- changes so that you no longer are eligible.

The individual life policy maximum for each of you will be the lesser of:

- \$10,000; or
- your or your dependent's coverage amounts under the plan less any amounts that become available under any other group life plan offered by the Policyholder within 31 days after the date the Policy or the plan is cancelled.

#### **PREMIUMS**

Premiums for the converted insurance will be based on:

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

If the premium payment has been made, the individual life policy will be effective at the end of the 60 day conversion application period.

### DEATH DURING THE SIXTY DAY CONVERSION APPLICATION PERIOD

If you or your dependents die within the 60 day conversion application period, Unum will pay the beneficiary(ies) the amount of insurance that could have been converted. This coverage is available whether or not you have applied for an individual life policy under the conversion privilege.

### APPLYING FOR CONVERSION

Contact the Allstate Benefits Center for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit 2211 Congress Street Portland, Maine 04122-1350 1-800-343-5406

# WILL UNUM ACCELERATE YOUR OR YOUR DEPENDENT'S DEATH BENEFIT FOR THE PLAN IF YOU OR YOUR DEPENDENT BECOMES TERMINALLY ILL? (Accelerated Benefit)

If you or your dependent becomes terminally ill while you or your dependent is insured by the plan, Unum will pay you a portion of your or your dependent's life insurance benefit one time. The payment will be based on 50% of your or your dependent's life insurance amount. However, the one-time benefit paid will not be greater than \$250,000.

Your or your dependent's right to exercise this option and to receive payment is subject to the following:

- you or your dependent requests this election, in writing, on a form acceptable to Unum:
- you or your dependent must be terminally ill at the time of payment of the Accelerated Benefit;
- your or your dependent's physician must certify, in writing, that you or your dependent is terminally ill and your or your dependent's life expectancy has been reduced to less than 12 months; and
- the physician's certification must be deemed satisfactory to Unum.

The Accelerated Benefit is available on a voluntary basis. Therefore, you or your dependent is not eligible for benefits if:

- you or your dependent is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- you or your dependent is required by a government agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.

Premium payments must continue to be paid on the full amount of life insurance unless you qualify to have your life premium waived.

Also, premium payments must continue to be paid on the full amount of your dependent's life insurance.

If you have assigned your rights under the plan to an assignee or made an irrevocable beneficiary designation, Unum must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to the Accelerated Benefit payment on your behalf in a form acceptable to Unum before benefits are payable.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

- the death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- any amount of life insurance that would be continued under a disability continuation provision or that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. The remaining life insurance amount will be paid according to the terms of the Policy subject to any reduction and termination provisions.

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you or your dependent should consult your personal tax advisor to assess the impact of this benefit.

### WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?

Your plan does not cover any losses where death is caused by, contributed to by, or results from:

- suicide occurring within 24 months after your or your dependent's initial effective date of insurance; and
- suicide occurring within 24 months after the date any increases or additional insurance become effective for you or your dependent.

The suicide exclusion will apply to any amounts of insurance for which you pay all or part of the premium.

The suicide exclusion also will apply to any amount that is subject to evidence of insurability requirements and Unum approves the evidence of insurability form and the amount you or your dependent applied for at that time.

### LIFE INSURANCE

### OTHER BENEFIT FEATURES

# WHAT COVERAGE IS AVAILABLE IF YOUR EXCLUSIVE INDEPENDENT CONTRACTOR AGREEMENT TERMINATES? (PORTABILITY)

If your Exclusive Independent Contractor agreement terminates, you may elect portable coverage for yourself and your dependents.

In case of your death, your insured dependents also may elect portable coverage for themselves. However, children cannot become insured for portable coverage unless the spouse also becomes insured for portable coverage.

### PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE

The portable insurance coverage will be the current coverage and amounts that you and your dependents are insured for under the Policyholder's group plan.

However, the amount of portable coverage for you will not be more than:

- the highest amount of life insurance available for Members under the plan; or
- 5x your annual earnings; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The amount of portable coverage for your spouse will not be more than:

- the highest amount of life insurance available for spouses under the plan; or
- 100% of your amount of portable coverage; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The amount of portable coverage for a child will not be more than:

- the highest amount of life insurance available for children under the plan; or
- 100% of your amount of portable coverage; or
- \$20,000,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The minimum amount of coverage that can be ported is \$5,000 for you and \$1,000 for your dependents. If the current amounts under the plan are less than \$5,000 for you and \$1,000 for your dependents you and your dependents may port the lesser amounts.

Your or your dependent's amount of life insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active service with the Policyholder.

### APPLYING FOR PORTABLE COVERAGE

You must apply for portable coverage for yourself and your dependents and pay the first premium within 60 days after the date your Exclusive Independent Contractor agreement terminates.

Your dependents must apply for portable coverage and pay the first premium within 60 days after the date you die.

You are not eligible to apply for portable coverage for yourself if:

- you have an injury or sickness, under the terms of this plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan.

You are not eligible to apply for portable coverage for a dependent if:

- you do not elect portable coverage for yourself;
- you have an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- your dependent has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan.

In case of your death, your spouse is not eligible to apply for portable coverage if:

- vour surviving spouse is not insured under this plan:
- your surviving spouse has an injury or sickness, under the terms of this plan,
   which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan for your spouse.

In case of your death, your child is not eligible for portable coverage if:

- your surviving spouse is not insured under this plan;
- your surviving spouse is insured under this plan and chooses not to elect portable coverage;
- your surviving spouse has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- your child has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan for your child.

If we determine that because of an injury or sickness, which has a material effect on life expectancy, you or your dependents were not eligible for portability at the time

you or your dependents elected portable coverage, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion Privilege.

#### APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE

You or your dependents may increase or decrease the amount of life insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of life insurance coverage cannot be decreased below \$5,000 for you and \$1,000 for your dependents. All increases are subject to evidence of insurability. Portable coverage will reduce at the ages and amounts shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

#### ADDING PORTABLE COVERAGE FOR DEPENDENTS

If you choose not to enroll your dependents when your dependents were first eligible for portable coverage, you may enroll your dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

You may enroll newly acquired dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

#### WHEN PORTABLE COVERAGE ENDS

Portable coverage for you will end on the date you fail to pay any required premium.

Portable coverage for a spouse will end for the following reasons:

- the date you fail to pay any required premium; or
- the date your surviving spouse fails to pay any required premium.

Portable coverage for a child will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium;
- the date your child no longer qualifies as a dependent; or
- the date the surviving spouse dies.

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

#### PREMIUM RATE CHANGES FOR PORTABLE COVERAGE

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or
- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

### APPLYING FOR CONVERSION, IF PORTABLE COVERAGE ENDS OR IS NOT AVAILABLE

If you or your dependent is not eligible to apply for portable coverage or portable coverage ends, then you or your dependent may qualify for conversion coverage. Refer to Conversion Privilege under this plan.

Contact the Allstate Benefits Center for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit 2211 Congress Street Portland, Maine 04122-1350 1-800-343-5406

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT INFORMATION

## WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT IN THE EVENT OF YOUR DEATH IS THE DIRECT RESULT OF AN ACCIDENT?

Your beneficiary(ies) will receive payment when Unum approves your death claim providing you meet certain conditions.

# WHEN WILL YOU RECEIVE PAYMENT IN THE EVENT OF YOUR DEPENDENT'S DEATH IF YOUR DEPENDENT'S DEATH IS THE DIRECT RESULT OF AN ACCIDENT?

You will receive payment when Unum approves the death claim for your dependent providing certain conditions are met.

#### WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF ACCIDENTAL DEATH?

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

## WHEN WILL YOU RECEIVE PAYMENT IN THE EVENT OF CERTAIN OTHER COVERED LOSSES IF THE LOSS IS THE DIRECT RESULT OF AN ACCIDENT?

You will receive payment when Unum approves the claim.

# HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IN THE EVENT OF YOUR ACCIDENTAL DEATH OR YOU FOR YOUR DEPENDENT'S ACCIDENTAL DEATH OR FOR CERTAIN OTHER COVERED LOSSES?

If Unum approves the claim, Unum will determine the payment according to the Covered Losses and Benefits List below. The benefit Unum will pay is listed opposite the corresponding covered loss.

The benefit will be paid only if an **accidental bodily injury** results in one or more of the covered losses listed below within 365 days from the date of the accident.

Also, the accident must occur while you or your dependent is insured under the plan.

Covered Losses Life	Benefit Amounts The Full Amount
Both Hands or Both Feet or Sight of Both Eyes	The Full Amount
One Hand and One Foot	The Full Amount
One Hand and Sight of One Eye	The Full Amount
One Foot and	

Sight of One Eye The Full Amount

Speech and Hearing The Full Amount

One Hand or One

Foot One Half The Full Amount

Sight of One Eye One Half The Full Amount

Speech or Hearing One Half The Full Amount

The most Unum will pay for any combination of Covered Losses from any one accident is the full amount.

The Full Amount is the amount shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "BENEFITS AT A GLANCE" page.

#### WHAT ARE YOUR ANNUAL EARNINGS?

If you have been an Exclusive Independent Contractor for at least twenty-four full calendar months as of the August 1st prior to the January 1st prior to the date of loss, Annual Earnings are an annual average of your eligible compensation, as defined by Allstate Insurance Company, from Allstate Insurance Company and its affiliates for that twenty-four full calendar month period ended as of the August 1st prior to the January 1st prior to the date of loss.

If you have been an Exclusive Independent Contractor for less than twenty-four full calendar months as of the August 1st prior to the January 1st prior to the date of loss, Annual Earnings are the greater of the annualized amount based on the monthly average of your eligible compensation, as defined by Allstate Insurance Company, from Allstate Insurance Company, and its affiliates for the period of employment ended as of the August 1st prior to the January 1st prior to the date of loss, or \$30,000.

Eligible compensation, as defined by Allstate Insurance Company, is comprised of wage types with a QAE indicator and reported to you, or an entity that you have a whole or partial ownership interest in, as Current Earnings on your Commission Payment Notifications.

#### WHAT REPATRIATION BENEFIT WILL UNUM PROVIDE?

Unum will pay an additional benefit for the preparation and transportation of your or your dependent's body to a mortuary chosen by you or your authorized representative. Payment will be made if, as the result of a covered accident, you or your dependent suffers loss of life at least 75 miles away from your or your dependent's principal place of residence.

However, when combined with two or more Unum accidental death and dismemberment insurance plans, the combined overall maximum for these plans together cannot exceed the actual expenses for the preparation and transportation of your or your dependent's body to a mortuary.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "BENEFITS AT A GLANCE" page.

#### WHAT SEATBELT(S) AND AIR BAG BENEFIT WILL UNUM PROVIDE?

Unum will pay you or your authorized representative an additional benefit if you or your dependent sustains an accidental bodily injury which causes your or your dependent's death while you or your dependent is driving or riding in a **Private Passenger Car**, provided:

#### For Seatbelt(s):

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

Also, if such certification is not available, and it is clear that you or your dependent was properly wearing seatbelt(s), then we will pay the additional seatbelt benefit.

However, if such certification is not available, and it is unclear whether you or your dependent was properly wearing seatbelt(s), then we will pay a fixed benefit of \$1,000.

#### For Air Bag:

- the Private Passenger Car is equipped with a single air bag and you or your dependent is the driver; or
- the Private Passenger Car is equipped with an air bag for both the driver and an air bag for the front passenger seat and you or your dependent is the driver or front seat passenger; or
- the Private Passenger Car is equipped with an air bag for the driver seat, air bag for the front passenger seat and air bags for the rear passenger seats and you or your dependent is the driver, front seat passenger or rear seat passenger; and
- the seatbelt(s) must be in actual use and properly fastened at the time of the covered accident.

No benefit will be paid if you or your dependent is the driver of the Private Passenger Car and does not hold a current and valid driver's license.

The accident causing your or your dependent's death must occur while you or your dependent is insured under the plan.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT "BENEFITS AT A GLANCE" page.

### WHAT EDUCATION BENEFIT WILL UNUM PROVIDE FOR YOUR QUALIFIED CHILDREN?

Unum will pay your authorized representative on behalf of each of your qualified children a lump sum payment if:

- vou lose vour life:
  - as a result of an accidental bodily injury; and

- within 365 days after the date of the accident causing the accidental bodily injury;
- the accident causing your accidental bodily injury occurred while you were insured under the plan;
- proof is furnished to Unum that the child is a qualified child; and
- the qualified child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level.

The benefit amount per academic term, maximum benefit payments, maximum benefit amount and maximum benefit period are shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "BENEFITS AT A GLANCE" page.

#### WHEN WILL THE EDUCATION BENEFIT END FOR EACH QUALIFIED CHILD?

The education benefit will terminate for each qualified child on the earliest of the following dates:

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

#### WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?

Your plan does not cover any accidental losses caused by, contributed to by, or resulting from:

- suicide, self destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while sane, or self-inflicted injury while insane.
- active participation in a riot.
- an attempt to commit or commission of a crime.
- the voluntary use of any prescription or non-prescription drug, poison, fume, or other chemical substance unless used according to the prescription or direction of your or your dependent's physician. This exclusion will not apply to you or your dependent if the chemical substance is ethanol.
- service or full-time active duty in the Armed Forces of any country or international authority.
- travel or flight in any vehicle or device for aerial navigation, including boarding or alighting from it while:
  - it is being used for test or experimental purposes;
  - you or your dependent is operating, learning to operate or serving as a member of the crew;
  - it is being operated by or for or under the direction of any military authority. This exclusion does not apply to:
  - transport type aircraft operated by the Military Airlift Command of the United States; or
  - similar air transport service of any other country.
- disease of the body or diagnostic, medical or surgical treatment or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders.
- operating any motorized vehicle while **intoxicated**.
- war, declared or undeclared, or any act of war.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE OTHER BENEFIT FEATURES

## WHAT COVERAGE IS AVAILABLE IF YOUR EXCLUSIVE INDEPENDENT CONTRACTOR AGREEMENT TERMINATES? (PORTABILITY)

If your Exclusive Independent Contractor agreement terminates, you may elect portable coverage for yourself and your dependents.

In case of your death, your insured dependents also may elect portable coverage for themselves. However, children cannot become insured for portable coverage unless the spouse also becomes insured for portable coverage.

#### PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE

The portable insurance coverage will be the current coverage and amounts that you and your dependents are insured for under the Policyholder's group plan.

However, the amount of portable coverage for you will not be more than:

- the highest amount of accidental death and dismemberment insurance available for Members under the plan; or
- 5x your annual earnings; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of portable coverage for your spouse will not be more than:

- the highest amount of accidental death and dismemberment insurance available for spouses under the plan; or
- 100% of your amount of portable coverage; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of portable coverage for a child will not be more than:

- the highest amount of accidental death and dismemberment insurance available for children under the plan; or
- 100% of your amount of portable coverage; or
- \$20,000,

whichever is less.

The minimum amount of coverage that can be ported is \$5,000 for you and \$1,000 for your dependents. If the current amounts under the plan are less than \$5,000 for you and \$1,000 for your dependents you and your dependents may port the lesser amounts.

Your or your dependent's amount of AD&D insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active service with the Policyholder or an affiliate.

#### APPLYING FOR PORTABLE COVERAGE

You must apply for portable coverage for yourself and your dependents and pay the first premium within 60 days after the date your Exclusive Independent Contractor agreement terminates.

Your dependents must apply for portable coverage and pay the first premium within 60 days after the date you die.

You are not eligible to apply for portable coverage for yourself if:

- you have an **injury** or **sickness**, under the terms of this plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan.

You are not eligible to apply for portable coverage for a dependent if:

- you do not elect portable coverage for yourself;
- you have an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- your dependent has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan.

In case of your death, your spouse is not eligible to apply for portable coverage if:

- your surviving spouse is not insured under this plan;
- your surviving spouse has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan for your spouse.

In case of your death, your child is not eligible for portable coverage if:

- your surviving spouse is not insured under this plan;
- your surviving spouse is insured under this plan and chooses not to elect portable coverage;
- your surviving spouse has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- your child has an injury or sickness, under the terms of this plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this plan for your child.

#### APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE

You or your dependents may increase or decrease the amount of AD&D insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of accidental death and dismemberment insurance coverage cannot be decreased below \$5,000 for you and \$1,000 for your dependents.

Portable coverage will reduce at the ages and amounts shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "BENEFITS AT A GLANCE" page.

#### ADDING PORTABLE COVERAGE FOR DEPENDENTS

If you choose not to enroll your dependents when your dependents were first eligible for portable coverage, you may enroll your dependents at any time for the amounts allowed under the group plan.

You may enroll newly acquired dependents at any time for the amounts allowed under the group plan.

#### WHEN PORTABLE COVERAGE ENDS

Portable coverage for you will end on the date you fail to pay any required premium.

Portable coverage for a spouse will end for the following reasons:

- the date you fail to pay any required premium; or
- the date your surviving spouse fails to pay any required premium.

Portable coverage for a child will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium;
- the date your child no longer qualifies as a dependent; or
- the date the surviving spouse dies.

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

#### PREMIUM RATE CHANGES FOR PORTABLE COVERAGE

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or
- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

#### **GLOSSARY**

**ACCIDENTAL BODILY INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause.

#### **ACTIVE SERVICE** means:

- you are working under an Exclusive Independent Contractor agreement with the Policyholder;
- you are actively involved in the conduct of business at the agency location; and
- you are performing the material and substantial duties of your regular occupation.

#### **ACTIVITIES OF DAILY LIVING means:**

- Bathing the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
- Dressing the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting the ability to get to and from and on and off the toilet; to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Continence the ability to either:
  - voluntarily control bowel and bladder function; or
  - if incontinent, be able to maintain a reasonable level of personal hygiene.
- Eating the ability to get nourishment into the body.

A person is considered unable to perform an activity of daily living if the task cannot be performed safely without another person's stand-by assistance or verbal cueing.

**ANNUAL EARNINGS** means your annual compensation received from the Policyholder as defined in the plan.

**ANNUAL ENROLLMENT PERIOD** means a period of time before the beginning of each plan year and ending on the plan anniversary date.

**COGNITIVELY IMPAIRED** means a person has a deterioration or loss in intellectual capacity resulting from injury, sickness, advanced age, Alzheimer's disease or similar forms of irreversible dementia and needs another person's assistance or verbal cueing for his or her own protection or for the protection of others.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to have your life premium waived by Unum.

**EVIDENCE OF INSURABILITY** means a statement of your or your dependent's medical history which Unum will use to determine if you or your dependent is approved for coverage. Evidence of insurability will be at Unum's expense.

#### **EXCLUSIVE INDEPENDENT CONTRACTOR** means:

- a person who is contracted under one of the following agreements with the Policyholder:

Allstate R3001 Exclusive Agency Agreement
Allstate R3001S Exclusive Agency Agreement
Allstate R3001 N.J. Exclusive Agency Agreement; or
Allstate L2000S Exclusive Financial Specialist Independent Contractor Agreement; or

- a person who is identified as a Key Person under one of the following agreements:

Allstate R3001A Exclusive Agency Agreement
Allstate R3001C Exclusive Agency Agreement
Allstate R3001A N.J. Exclusive Agency Agreement; or
Allstate L2000C Exclusive Financial Specialist Independent Contractor Agreement

**GAINFUL OCCUPATION** means an occupation that within 12 months of your return to work is or can be expected to provide you with an income that is at least equal to 60% of your annual earnings in effect just prior to the date your disability began.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

#### **INJURY** means:

- **for purposes of Portability**, a bodily injury that is the direct result of an accident and not related to any other cause.
- for all other purposes, a bodily injury that is the direct result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

**INSURED** means any person covered under a plan.

**INTOXICATED** means that your or your dependent's blood alcohol level equals or exceeds the legal limit for operating a motor vehicle in the state where the accident occurred.

**LIFE THREATENING CONDITION** *i*s a critical health condition that possibly could result in your dependent's loss of life.

**LOSS OF A FOOT** means that all of the foot is cut off at or above the ankle joint.

**LOSS OF A HAND** means that all four fingers are cut off at or above the knuckles joining each to the hand.

**LOSS OF HEARING** means the total and irrecoverable loss of hearing in both ears.

**LOSS OF SIGHT** means the eye is totally blind and that no sight can be restored in that eye.

**LOSS OF SPEECH** means the total and irrecoverable loss of speech.

**MEMBER** means an Exclusive Independent Contractor who is in active service in the United States with the Policyholder.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the policy.

#### **PHYSICIAN** means:

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

Unum will not recognize you, or your spouse, children, parents or siblings, a 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** means a line of coverage under the policy.

**POLICYHOLDER** means the Allstate Insurance Company to whom the policy is issued.

**PRIVATE PASSENGER CAR** means a validly registered four-wheel private passenger car (including Policyholder-owned cars), station wagons, jeeps, pick-up trucks, and vans that are used only as private passenger cars.

**QUALIFIED CHILD** is any of your unmarried dependent children under age 25 who, on the date of your death as a result of an accidental bodily injury, was either:

- 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 enrolls as a full-time student in an accredited postsecondary institution of higher learning beyond the 12th grade level within 365 days following the date of your death.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

#### **REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**RETAINED ASSET ACCOUNT** is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

#### **SICKNESS** means:

- **for purposes of Portability**, an illness, disease or symptoms for which a person, in the exercise of ordinary prudence, would have consulted a health care provider.
- **for all other purposes**, an illness or disease. Disability must begin while you are covered under the plan.

**TOTALLY DISABLED** means that, as a result of an injury, a sickness or a disorder, your dependent:

- is confined in a hospital or similar institution;
- is unable to perform two or more activities of daily living (ADLs) because of a physical or mental incapacity resulting from an injury or a sickness;
- is cognitively impaired; or
- has a life threatening condition.

WE, US and OUR means Unum Life Insurance Company of America.

**YOU** means a member who is eligible for Unum coverage.

#### Additional Claim and Appeal Information

#### APPLICABILITY OF ERISA

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

#### **HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and the Policyholder. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

#### **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;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and
- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

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

#### APPEAL PROCEDURES

## 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 90 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 right to 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.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

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

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

#### OTHER RIGHTS

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of deductible sources of income from a third party. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the policy. Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

#### **DISCRETIONARY ACTS**

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

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

# NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

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

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed in Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits\*
  - \$300,000 in disability insurance benefits
  - \$300,000 in long term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

\*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply to hospital, medical and surgical insurance benefits, the maximum amount that will be paid is \$500,000.

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

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="https://www.ilhiga.org">www.ilhiga.org</a>, or contact:

Illinois Life and Health Insurance Guaranty Association 1520 Kensington Road, Suite 112 Oak Brook, Illinois 60523-2140 (773) 714-8050

Illinois Department of Insurance 4th Floor 320 West Washington Street, Springfield, Illinois 62767 (217) 782-4515 Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

### NOTICE OF PROTECTION PROVIDED BY MISSISSIPPI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

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

The Association was established to provide protection in the unlikely event that your life, annuity or health insurer becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Mississippi law, with funding from assessments paid by other insurance companies.

The maximum amount of protection with respect to any one (1) life, regardless of the number of policies or contracts, is:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in net cash surrender and net cash withdrawal values
- Health Insurance
  - \$500,000 in basic hospital, medical and surgical or major medical benefits
  - \$300,000 in disability benefits
  - \$100,000 in long term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$100,000 in net cash surrender and net cash withdrawal values

The Association may not cover this policy. If coverage is provided, it will be subject to substantial limitations and exclusions, and require continued residency in Mississippi. You should not rely on coverage by the Association when selecting an insurer.

To learn more about the above protections, limitations and exclusions, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="https://www.mslifega.org">www.mslifega.org</a> or contact:

Mississippi Life and Health Insurance Guaranty Association 330 North Mart Plaza Jackson, MS 39206-5327 601-981-0755 Mississippi Insurance Department Woolfolk Building 501 N. West Street, Suite 1001 Jackson, MS 39201 601-359-3569

To file a complaint or seek information about the financial condition of an insurer, contact the Mississippi Insurance Department.

Your insurer is required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance.