



**New York State United Teachers Member  
Benefits**

**Your Group Life and Accidental Death  
and Dismemberment Plan**

Policy No. 118668 028

Underwritten by First Unum Life Insurance Company

10/19/2006

# CERTIFICATE OF COVERAGE

First Unum Life Insurance Company  
99 Park Avenue  
6th Floor  
New York, New York 10016

**Subject: Group Life and Accidental Death and Dismemberment Insurance**

First Unum Life Insurance Company (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 the Participating Group) are different from the Summary of Benefits (issued to the Policyholder), the Summary of Benefits will govern. Nothing in the group Summary of Benefits will invalidate or impair the rights granted to you by this certificate or by law. The Summary of Benefits 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 Summary of Benefits. Any other person, including an agent, may not change the Summary of Benefits or waive any part of it.

The Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the Summary of Benefits, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the Summary of Benefits.

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

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# BENEFITS AT A GLANCE

## SYNOPSIS

The insurance evidenced by this certificate provides life insurance and accidental death and dismemberment insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

Important Notice - The accidental death and dismemberment insurance does not provide coverage for sicknesses.

## EXCLUSIONS

What losses are not covered under your plan for life insurance:  
See page LIFE-BEN-5

What accidental losses are not covered under your plan:  
See page AD&D-BEN-3

## 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.

### POLICYHOLDER'S ORIGINAL PLAN

EFFECTIVE DATE: January 1, 2006

### PARTICIPATING GROUP'S PLAN

EFFECTIVE DATE: January 1, 2006

IDENTIFICATION NUMBER: 118668 028

### PORTABILITY

POLICY NUMBER: 507872

### ELIGIBLE GROUP(S):

All full-time bargaining unit members of the Participating Group in active employment in the United States with the Mohawk Valley Community College

### MINIMUM HOURS REQUIREMENT:

Members must be working at least 15 hours per week.

### WAITING PERIOD:

For Members in an eligible group on or before January 1, 2006: 180 days of continuous active employment

For Members entering an eligible group after January 1, 2006: 180 days of continuous active employment

### REHIRE:

If your employment ends and you are rehired within 1 year, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

### CREDIT PRIOR SERVICE:

Unum will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

**WHO PAYS FOR THE COVERAGE:**

The Participating Group pays the cost of your 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**

\$50,000

**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 or more, your amount of life insurance will be:

- 50% of the amount of life insurance you had prior to your first reduction; or
- 50% of the amount of life insurance shown above if you become insured on or after age 75.

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

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

**OTHER FEATURES:**

Accelerated Benefit

Conversion

Portability

**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.

### **POLICYHOLDER'S ORIGINAL PLAN**

**EFFECTIVE DATE:** January 1, 2006

### **PARTICIPATING GROUP'S PLAN**

**EFFECTIVE DATE:** January 1, 2006

**IDENTIFICATION NUMBER:** 118668 028

### **PORTABILITY**

**POLICY NUMBER:** 507872

### **ELIGIBLE GROUP(S):**

All full-time bargaining unit members of the Participating Group in active employment in the United States with the Mohawk Valley Community College

### **MINIMUM HOURS REQUIREMENT:**

Members must be working at least 15 hours per week.

### **WAITING PERIOD:**

For Members in an eligible group on or before January 1, 2006: 180 days of continuous active employment

For Members entering an eligible group after January 1, 2006: 180 days of continuous active employment

### **REHIRE:**

If your employment ends and you are rehired within 1 year, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

### **CREDIT PRIOR SERVICE:**

Unum will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

### **WHO PAYS FOR THE COVERAGE:**

The Participating Group pays the cost of your coverage.

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

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

\$50,000

**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 or more, your amount of AD&D insurance will be:

- 50% of the amount of AD&D insurance you had prior to your first reduction; or
- 50% of the amount of AD&D insurance shown above if you become insured on or after age 75.

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

### **REPATRIATION BENEFIT FOR YOU**

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 accidental death benefit must be paid first.

### **SEATBELT(S) AND AIR BAG BENEFIT FOR YOU**

Benefit Amount:

Seatbelt(s): 10% of the Full Amount of your accidental death and dismemberment insurance benefit.

Air Bag: 5% of the Full Amount of your accidental death and dismemberment insurance benefit.

Maximum Benefit Payment:

Seatbelt(s): \$25,000

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 accidental death benefit must be paid first.

### **EXPOSURE AND DISAPPEARANCE BENEFIT FOR YOU**

Maximum Benefit Amount: The Full Amount

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

### **OTHER FEATURES:**

Portability

**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 it is not possible to give proof within this time limit, it must be given as soon as reasonably possible.

If a claim is based on death, written notice and proof of claim must be sent as soon as reasonably possible.

The claim form is available from the Participating Group, 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, regardless of whether you are working for your Employer.

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

You or your authorized representative, and the Participating Group 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 Unum's 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 30 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 Participating Group. If you have named an irrevocable beneficiary, the Participating Group must receive, in writing, consent from the irrevocable beneficiary that you may change your beneficiary designation. 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 Participating Group receives that form and written consent from an irrevocable beneficiary, if any, 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 \$500 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 \$500 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

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

If your 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 your beneficiary.

Also, 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.

#### **WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?**

Unum has the right to recover any overpayments due to 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 as soon as reasonably possible.

The claim form is available from the Participating Group 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 Participating Group 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 Unum'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.

#### ***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 Participating Group. If you have named an irrevocable beneficiary, the Participating Group must receive, in writing, consent from the irrevocable beneficiary that you may change your beneficiary designation. 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 Participating Group receives that form and written consent from an irrevocable beneficiary, if any, 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 \$500 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 \$500 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

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

If your 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, 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.

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 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 death benefit).

- Receipt of these accelerated benefits may affect eligibility for public assistance and may be taxable.

## GENERAL PROVISIONS

### **WHAT IS THE CERTIFICATE OF COVERAGE?**

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

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

### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

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

- the plan effective date; or
- the day after you complete your **waiting period**.

### **WHEN DOES YOUR COVERAGE BEGIN?**

When the Participating Group pays 100% of the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the later of:

- the date you are eligible for coverage; or
- the date Unum approves your evidence of insurability form, if **evidence of insurability** is required.

When you and the Participating Group share the cost of your coverage under a plan or when you pay 100% of the cost yourself, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

Evidence of insurability is required if you:

- are a late applicant, which means you apply for coverage more than 31 days after the date you are eligible for coverage; or
- voluntarily cancelled your coverage and are reapplying.

An evidence of insurability form can be obtained from the Participating Group.

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

If you are absent from work due to injury, sickness, temporary layoff or leave of absence, your coverage will begin on the date you return to **active employment**.

**ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE 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 up to your retirement date.

**ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?**

If you are on a temporary **layoff**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your temporary layoff begins.

If you are on a company approved sabbatical **leave of absence**, and if premium is paid, you will be covered for up to 1 year following the date your company approved sabbatical leave of absence begins.

If you are on any other leave of absence, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

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

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by the Participating Group will take effect on the plan anniversary date or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active employment or on a covered layoff or leave of absence.

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

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

**WHEN DOES YOUR COVERAGE END?**

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

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness, as described in this certificate of coverage.

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



## **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE?**

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, the Participating Group 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, the Participating Group 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 an application signed by the Participating Group, a copy of which has been given to the Participating Group, or an application or evidence of insurability form signed by you, a copy of which has been given to you or your beneficiary, as a basis for doing this.

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

If an individual's age is misstated:

- the correct age will decide if and in what amounts insurance is valid under the Summary of Benefits; and
- a fair adjustment of the premium will be made.

## **DOES THE SUMMARY OF BENEFITS REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?**

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

## **DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?**

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

## 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 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 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 Participating Group may continue premium payments until Unum notifies the Participating Group 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 65 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.

You must be under the regular care of a physician in order to be considered disabled.

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**

Ask the Participating Group 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 life insurance coverage ends or reduces because:

- you end employment with your Employer;
- you changed job status and so become ineligible;
- you retire;
- you reach a specified age;
- you change Member class;
- the Participating Group terminates insurance for your insurance class; or
- the Participating Group's life insurance plan is terminated

you can convert your coverage to an individual life policy, without evidence of insurability. The maximum amount that you can convert is the Amounts of Life Insurance you are insured for under the plan. Those amounts will be reduced by any amount for which you become eligible under any group policy issued or reinstated by the same or another insurer within 45 days after that termination.

You must apply for individual life insurance under this life conversion privilege and pay the first premium within 31 days after the date:

- your employment with your Employer terminates; or
- you no longer are eligible to participate in the coverage of the plan.

However, the time allowed for you to exercise the life conversion privilege and pay the first premium may be extended. (See Participating Group Notice).

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. You 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.

**PREMIUMS**

Premiums for the converted insurance will be based on:

- your 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 you belong.

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

## **DEATH DURING THE CONVERSION APPLICATION PERIOD**

If you die during the 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.

## **PARTICIPATING GROUP NOTICE**

The Participating Group must notify you of your conversion privilege 15 days before or after the date your life insurance terminates.

If the Participating Group does not notify you within those 15 days, but does notify you within 90 days from the date your life insurance terminates, the time allowed for you to exercise your life conversion privilege will be extended 45 days from the date you are notified.

If the Participating Group does not notify you within those 90 days, the time allowed for you to exercise your life conversion privilege will expire at the end of those 90 days.

## **APPLYING FOR CONVERSION**

Ask the Participating Group for a conversion application form which includes cost information.

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

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

## **WILL UNUM ACCELERATE YOUR DEATH BENEFIT FOR THE PLAN IF YOU BECOME TERMINALLY ILL? (Accelerated Benefit)**

If you become terminally ill while you are insured by the plan, Unum will pay you a portion of your life insurance benefit one time. The payment will be based on 50% of your life insurance amount after subtracting any reduction that would occur within 12 months of the date the accelerated benefit is requested.

The one-time benefit paid will not be greater than \$750,000.

However, the minimum amount will be either:

- 25% of your amount of insurance; or
- \$50,000 not to exceed 50% of your amount of insurance.

whichever is less.

Your right to exercise this option and to receive payment is subject to the following:

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

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

- you are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- you are 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.

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 Summary of Benefits subject to any reduction and termination provisions. Conversion to an individual contract will still be available for qualified reductions and terminations under the usual terms of the contract. However, the life amount for conversion will be calculated after the subtraction of the accelerated benefit proceeds from both before and after any changes in the amount of insurance as a result of reductions and terminations.

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 should consult your personal tax advisor to assess the impact of this benefit.

Also, receipt of these accelerated benefits may affect eligibility for public assistance.

### **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 initial effective date of insurance; and
- suicide occurring within 24 months after the date any increases or additional insurance becomes effective for you.

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 applied for at that time.

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 applied for at that time.



## LIFE INSURANCE

### OTHER BENEFIT FEATURES

#### **WHAT COVERAGE IS AVAILABLE IF YOU END EMPLOYMENT OR YOU WORK REDUCED HOURS? (Portability)**

If your employment ends with or you retire from your Employer or you are working less than the minimum number of hours as described under Eligible Groups in this plan, you may elect portable coverage for yourself.

#### **PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE**

The portable insurance coverage will be the current coverage and amounts that you are insured for under the Participating Group'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 minimum amount of coverage that can be ported is \$5,000. If the current amounts under the plan are less than \$5,000, you may port the lesser amounts.

Your 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 employment with your Employer.

Your portable insurance coverage will be provided through a separate Group Portability Policy issued to the Trustees of the Select Group Insurance Trust. The Group Portability Policy Number is 507872.

#### **APPLYING FOR PORTABLE COVERAGE**

You must apply for portable coverage for yourself and pay the first premium within 31 days after the date:

- your coverage ends or you retire from your Employer; or
- you begin working less than the minimum number of hours as described under Eligible Groups in this plan.

You are not eligible to apply for portable coverage for yourself if you failed to pay the required premium under the terms of this plan.

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

You 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. 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.

## **WHEN PORTABLE COVERAGE ENDS**

Portable coverage for you will end for the following reasons:

- the date you fail to pay any required premium; or
- the date you reach age 75.

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.

## **PARTICIPATING GROUP NOTICE**

The Participating Group must notify you of your opportunity to port coverage 15 days before or after the date your life insurance terminates.

If the Participating Group does not notify you within those 15 days, but does notify you within 90 days from the date your life insurance terminates, the time allowed for you to port coverage will be extended 45 days from the date you are notified.

If the Participating Group does not notify you within those 90 days, the time allowed for you to port coverage will expire at the end of those 90 days.

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

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

Also, you may convert your ported coverage to an individual life policy at any time.

Ask the Participating Group for a conversion application form which includes cost information.

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

First Unum Life Insurance Company  
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 IF 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.

### **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 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 are insured under the plan.

<u>Covered Losses</u>	<u>Benefit Amounts</u>
Life	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

Thumb and Index  
Finger of Same Hand

One Quarter 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 REPATRIATION BENEFIT WILL UNUM PROVIDE?**

Unum will pay an additional benefit for the preparation and transportation of your body to a mortuary chosen by you or your authorized representative. Payment will be made if, as the result of a covered accident, you suffer loss of life at least 100 miles away from your 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 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 sustain an accidental bodily injury which causes your death while you are 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 were 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 were properly wearing seatbelt(s), then we will pay a fixed benefit of \$1,000.

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

For Air Bag:

- the Private Passenger Car is equipped with an air bag for the seat in which you are seated; 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 Unum is able to verify that the airbag(s) had been disengaged prior to the accident.

The accident causing your death must occur while you are insured under the plan.

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

***WHAT COVERAGE FOR EXPOSURE AND DISAPPEARANCE BENEFIT WILL UNUM PROVIDE?***

Unum will pay a benefit if you sustain an accidental bodily injury and are unavoidably exposed to the elements and suffer a loss.

We will presume you suffered loss of life due to an accident if:

- you are riding in a common public passenger carrier that is involved in an accident covered under the Summary of Benefits; and
- as a result of the accident, the common public passenger carrier is wrecked, sinks, is stranded, or disappears; and
- your body is not found within 1 year of the accident.

Also, the accident must occur while you are insured under the plan.

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

***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 and intentionally self-inflicted injury.
- active participation in a riot.
- participation in a felony.
- drug addiction.
- 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.
- war, declared or undeclared, or any act of war.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### OTHER BENEFIT FEATURES

#### **WHAT COVERAGE IS AVAILABLE IF YOU END EMPLOYMENT OR YOU WORK REDUCED HOURS? (Portability)**

If your employment ends with or you retire from your Employer or you are working less than the minimum number of hours as described under Eligible Groups in this plan, you may elect portable coverage for yourself.

#### **PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE**

The portable insurance coverage will be the current coverage and amounts that you are insured for under the Participating Group'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 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. If the current amounts under the plan are less than \$5,000, you may port the lesser amounts.

Your 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 employment with your Employer.

#### **APPLYING FOR PORTABLE COVERAGE**

You must apply for portable coverage for yourself and pay the first premium within 31 days after the date:

- your coverage ends or you retire from your Employer; or
- you begin working less than the minimum number of hours as described under Eligible Groups in this plan.

You are not eligible to apply for portable coverage for yourself if you failed to pay the required premium under the terms of this plan.

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

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

## ***WHEN PORTABLE COVERAGE ENDS***

Portable coverage for you will end for the following reasons:

- the date you fail to pay any required premium; or
- the date you reach age 75.

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.

## ***PARTICIPATING GROUP NOTICE***

The Participating Group must notify you of your opportunity to port coverage 15 days before or after the date your accidental death and dismemberment insurance terminates.

If the Participating Group does not notify you within those 15 days, but does notify you within 90 days from the date that your accidental death and dismemberment insurance terminates, the time allowed for you to port coverage will be extended 45 days from the date that you are notified.

If the Participating Group does not notify you within those 90 days, the time allowed for you to port coverage will expire at the end of those 90 days.



## GLOSSARY

**ACCIDENTAL BODILY INJURY** means bodily harm caused by accident and not contributed to by any other cause.

**ACTIVE EMPLOYMENT** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under Eligible Group(s) in each plan.

Your work site must be:

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

Normal vacation is considered active employment.  
Temporary and seasonal workers are excluded from coverage.

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

**EMPLOYER** means the entity, as reflected in the Summary of Benefits under the heading "Eligible Group(s)" as shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page and ACCIDENTAL DEATH AND DISMEMBERMENT "BENEFITS AT A GLANCE" page, that actively employs the Members.

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

**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. Coverage for an insured will remain in effect during this time period.

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

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

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

**LAYOFF or LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer.

Your normal vacation time, including times when classes are not in session, or any period of disability is not considered a temporary layoff or leave of absence.

**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.

**LOSS OF THUMB AND INDEX FINGER** means that all of the thumb and index finger are cut off at or above the joint closest to the wrist.

**MEMBER** means a person who is a member or employee of a Participating Group and who is in active employment in the United States with an Employer.

**PARTICIPATING GROUP** means a local union association, school district, employer or benefit fund participating in the Policyholder, which has signed an Application for Participation in NYSUT Member Benefits Group Term Life insurance program to elect coverage under the Policy issued to Policyholder (provided that the participation application has been signed and accepted by both the Policyholder and Unum). It is named on the first page of a Summary of Benefits issued by Unum and in all amendments thereto.

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

**PHYSICIAN** means:

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

Unum will not recognize you, or your spouse, children, parents or siblings as a physician for a claim that you send to us.

**PLAN** means a line of coverage under the Summary of Benefits.

**POLICY** means the group Policy issued to the Policyholder under which your Participating Group participates.

**POLICYHOLDER** means New York State United Teachers Member Benefits, named on the first page of the Policy, the first page of each Participating Group's Summary of Benefits and in all amendments.

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

**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:**

- **for Life Insurance**, is an interest bearing account established through an intermediary bank in the name of your beneficiary, as owner.
- **for Accidental Death and Dismemberment Insurance**, is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

**SICKNESS** means an illness or disease. Disability must begin while you are covered under the plan.

**WAITING PERIOD** means the continuous period of time (shown in each plan) that you must be in active employment in an eligible group before you are eligible for coverage under a plan.

**WE, US** and **OUR** means First Unum Life Insurance Company.

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