

IMPORTANT NOTICE

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

Unum Life Insurance Company of America



Policyholder: County of Midland

Policy Number: 100227

Policy Effective Date: January 1, 1995

Premium Due Dates: January 1 and the first day of each following month.

GROUP
LONG
TERM
DISABILITY
INSURANCE
POLICY
NON
PARTICIPATING

Governing Jurisdiction: TEXAS

Policy Anniversary: January 1, 1996, and each following January 1.

UNUM Life Insurance Company of America (referred to as the Company) will pay the benefits provided in this policy. The Company makes this promise subject to all of this policy's provisions.

The policyholder should read the policy specifications carefully and contact the Company promptly with any questions.

This policy is delivered in and 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.

Signed for the Company at Portland, Maine on the policy effective date.

Secretary

President

UNUM Life Insurance Company of America

Countersigned by _____
Licensed Resident Agent

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Unum's toll-free
o
telephone number for information
or to make a complaint at
al:

1-800-321-3889

You may also write to Unum at:

Deborah J. Jewett, Manager
Customer Relations
Unum Life Insurance
Company of America
2211 Congress Street
Portland, Maine 04122

You may contact the Texas
Department of Insurance
to obtain information
on companies, coverages, rights or
complaints at:

1-800-252-3439

You may also write the Texas
Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 490-1007

Web: www.tdi.texas.gov

E-mail:
[ConsumerProtection\(a\)tdi.texas.gov](mailto:ConsumerProtection(a)tdi.texas.gov)

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning
your premium or about a claim you
should contact the company first.
If the dispute is not resolved,
you may contact the Texas
se con
Department of Insurance (TDI).
DI).

**ATTACH THIS NOTICE TO YOUR
POLICY:**

AVISO IMPORTANTE

Para obtener informacion o para
presentar una queja:

Usted puede llamar al numero de telefon
o
gratis de Unum's para obtener
informacion o para presentar una queja

1-800-321-3889

Usted tambien puede escribir a Unum:

Deborah J. Jewett
Gerente de Relaciones al Cliente
Unum Life Insurance
Company of America
2211 Congress Street
Portland, Maine 04122

Usted puede comunicarse con el
Departamento de Seguros de Texas
para obtener informacion
sobre de companias,
coberturas, derechos o quejas al:

1-800-252-3439

Usted puede escribir al Departamento
de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 490-1007

Web: www.tdi.texas.gov

E-mail:
[ConsumerProtection\(a\)tdi.texas.gov](mailto:ConsumerProtection(a)tdi.texas.gov)

DISPUTAS POR PRIMAS DE SUGUROS O RECLAMACIONES:

Si tiene una disputa relacionado
con su prima de seguro con una
reclamacion, usted debe comunicarse
con la compania primero. Si la
disputa no es resuelta, puede comunicar
el Departamento de Suguros de Texas (T
DI).

**ADJUNTE ESTE AVISO A SU
POLIZA:**

This notice is for information only and does not become a part or condition of the attached document.

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

SECTION I - POLICY SPECIFICATIONS

1. Description of Eligible Classes

All Employees

2. Amounts of Insurance

- a. 60% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

Note: This benefit is subject to reductions for earnings as provided in the Monthly Benefit section of this policy.

- b. The maximum monthly benefit is \$5,000.

The minimum monthly benefit is the greater of:

- a. \$100.00; or
b. 10% of the monthly benefit before deductions for other income benefits.

3. Maximum Benefit Period

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than age 60	To age 65 but not less than 60 months
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

4. Elimination Period

90 days

5. Minimum Requirement for Active Employment: 30 hours per week

SECTION I - POLICY SPECIFICATIONS (continued)

6. Definition of Basic Monthly Earnings

"Basic monthly earnings" means the insured's monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes employee pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula, but not commissions, bonuses, overtime pay or other extra compensation.

7. Waiting Period:

- a. Employees in an eligible class on or before the policy effective date: None
- b. Employees entering an eligible class after the policy effective date: On completion of 180 days of active employment

The employee must be in continuous active employment in an eligible class during the specified waiting period.

8. Employee Contributions Required:

No

9. Divisions, Subsidiaries or Affiliated Companies included

<u>Name</u>	<u>Location (City and State)</u>
-------------	----------------------------------

None

10. Changes Effective

Subject to the Delayed Effective Date subsections, changes in insurance take effect immediately.

11. Continuation of Employee Insurance During Absences

<u>Type of Absence</u>	<u>Time Limit</u>
Temporary Layoff or Leave of Absence	To the end of the policy month following the policy month in which the layoff or leave of absence begins.

SECTION I - POLICY SPECIFICATIONS (continued)

Initial Premium Rates

Monthly Premium: .49% of total covered payroll per month.

"Total covered payroll" is the total amount of basic monthly earnings for which all employees are insured under this policy.

Rate Guarantee (replaces the initial rate guarantee shown in Section VII of this policy)

No change in premium rates will become effective prior to January 1, 1997 unless:

1. the eligibility and/or benefits are changed; or
2. the number of insured employees changes by 25% or more; or
3. a subsidiary, division or affiliate is added to this policy.

If any of the above events occurs, the premium rates may be changed. After such a premium rate change has been made, any further changes will be made according to the Premium section of this policy.

SECTION II - DEFINITIONS

For the purposes of this policy:

"Active employment" means the employee must be working:

1. for the employer on a full-time basis and paid regular earnings (temporary or seasonal employees are excluded);
2. at least the minimum number of hours shown in the policy specifications; and either
3. at the employer's usual place of business; or
4. at a location to which the employer's business requires the employee to travel.

"Basic monthly earnings"--As defined in the policy specifications.

"Certificate" means a written statement prepared by the Company including all riders and supplements, if any, setting forth a summary of:

1. the insurance benefits to which an employee is entitled;
2. to whom the benefits are payable; and
3. limitations or requirements that may apply.

"Disability" or "disabled" - see last page of Section II.

"Disability benefits," when used with the term retirement plan, means money which is payable under a retirement plan due to disability as defined in that plan. However, if a disability benefit payment reduces the amount of money which would have been paid as a retirement benefit under the plan if the disability had not occurred, then the disability benefit payment will be deemed a retirement benefit as defined in this policy.

"Eligibility date" means the date an employee becomes eligible for insurance under this policy. Classes eligible are shown in the policy specifications.

"Elimination period" means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the policy specifications and begins on the first day of disability.

Note: If disability stops during the elimination period for any 30 (or less) days, then the disability will be treated as continuous. But days that the insured is not disabled will not count toward the elimination period.

"Employee" means a person in active employment with the employer.

"Employer" means the policyholder and includes any division, any subsidiary or any affiliated company named in the policy specifications.

"Evidence of insurability" means a statement or proof of an employee's medical history upon which acceptance for insurance will be determined by the Company.

SECTION II - DEFINITIONS (continued)

"Grace period" is the 45 days following a premium due date during which premium payment may be made.

"Gross monthly benefit" means the insured's benefit amount before any reduction for other income benefits and earnings.

"Home office" means the UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.

"Indexed pre-disability earnings" means the insured's basic monthly earnings in effect just prior to the date his disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index.

Note: The Consumer Price Index (CPI-W) is published by the U. S. Department of Labor. The Company reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

"Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while the employee is insured under this policy.

"Insured" means an employee insured under this policy.

"Male pronoun" whenever used includes the female.

"Monthly Benefit" means the amount payable by the Company to the disabled insured.

"Physician" means a person who is:

1. operating within the scope of his license; and either
2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. legally qualified as a medical practitioner and required to be recognized, under this policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include an employee or his spouse, daughter, son, father, mother, sister or brother.

"Policy Specifications" is the document showing the eligible classes, the amounts of insurance and other relevant information pertaining to the plan of insurance applied for by the policyholder. This document, designated Section I, is attached to and is part of this policy.

SECTION II - DEFINITIONS (continued)

"Retirement benefits," when used with the term retirement plan, means money which:

1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by an employee; and

Note: payments which represent employee contributions are deemed to be received over the employee's expected remaining life regardless of when such payments are actually received.

3. is payable upon:
 - a. early or normal retirement; or
 - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

"Retirement plan" means a plan which provides retirement benefits to employees and which is not funded wholly by employee contributions. The term shall not include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.

"Sickness" means illness or disease. It will include pregnancy unless excluded in the General Exclusions section of this policy. The disability must begin while the employee is insured under this policy.

"Waiting period," as shown in the policy specifications, means the continuous length of time an employee must serve in an eligible class to reach his eligibility date.

SECTION II - DEFINITIONS (continued)

"Disability" and "disabled" mean that because of injury or sickness:

1. the insured cannot perform each of the material duties of his regular occupation; and
2. after benefits have been paid for 24 months, the insured cannot perform each of the material duties of any gainful occupation for which he is reasonably fitted by training, education or experience; or
3. the insured, while unable to perform all of the material duties of his regular occupation on a full-time basis, is:
 - a. performing at least one of the material duties of his regular occupation or another occupation on a part-time or full-time basis; and
 - b. earning currently at least 20% less per month than his indexed pre-disability earnings due to that same injury or sickness.

For employees employed as airplane pilots, co-pilots and crew members

"Disability" and "disabled" mean that because of injury or sickness the insured cannot perform each of the material duties of any gainful occupation for which he is reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute disability.

SECTION III - ELIGIBILITY AND EFFECTIVE DATES

A. ELIGIBLE CLASSES

The classes eligible for insurance are shown in the policy specifications.

B. ELIGIBILITY DATE

An employee in an eligible class will be eligible for insurance on the later of:

1. the policy effective date; or
2. the day after the employee completes the waiting period.

If a former employee is rehired within one year of the date his employment terminated, his previous service in an eligible class will apply toward the waiting period to determine that employee's eligibility date.

C. EFFECTIVE DATES OF INSURANCE

1. Insurance will be effective at 12:01 a.m. on the day determined as follows, but only if the employee's written application for insurance is:
 - a. made with the Company through his employer; and
 - b. on a form satisfactory to the Company.
2. An employee will be insured for noncontributory insurance on his eligibility date.
3. An employee will be insured for contributory insurance on the latest of these dates:
 - a. the employee's eligibility date, if he has made written application for insurance on or before this date.
 - b. the date the employee makes written application for insurance, if he does it on or before the 31st day after his eligibility date.
 - c. the date the Company gives its approval, if the employee:
 - i. makes written application for insurance more than 31 days after his eligibility date; or
 - ii. terminated his insurance while continuing to be eligible.

In the case of i. and ii. above, the employee must submit an application and evidence of insurability to the Company for approval. This will be at the employee's expense.

4. Delayed Effective Date for Insurance - The effective date of any initial, increased or additional insurance will be delayed for an employee if he is not in active employment because of a disability. The initial, increased or additional insurance will start on the date that employee returns to active employment.

SECTION IV - BENEFITS

DISABILITY

When the Company receives proof that an insured is disabled due to sickness or injury and requires the regular attendance of a physician, the Company will pay the insured a monthly benefit after the end of the elimination period. The benefit will be paid for the period of disability if the insured gives to the Company proof of continued:

1. disability; and
2. regular attendance of a physician.

The proof must be given upon request and at the insured's expense.

The monthly benefit will not:

1. exceed the insured's amount of insurance; nor
2. be paid for longer than the maximum benefit period.

The amount of insurance and the maximum benefit period are shown in the policy specifications.

MONTHLY BENEFIT

To figure the amount of monthly benefit:

1. Take the lesser of:
 - a. 60% of the insured's basic monthly earnings; or
 - b. the amount of the maximum monthly benefit shown in the policy specifications; and
2. Deduct other income benefits, shown below, from this amount.

SECTION IV - BENEFITS (continued)

But, if the insured is earning more than 20% of his indexed pre-disability earnings in his regular occupation or another occupation, then the monthly benefit will be figured as follows:

1. During the first 12 months, the monthly benefit will not be reduced by any earnings until the gross monthly benefit plus the insured's earnings exceed 100% of his indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount.
2. After 12 months, the following formula will be used to figure the monthly benefit.

(A divided by B) x C

- A = The insured's "indexed pre-disability earnings" minus the insured's monthly earnings received while he is disabled.
B = The insured's "indexed pre-disability earnings".
C = The benefit as figured above.

The benefit payable will never be less than the minimum monthly benefit shown in the policy specifications.

Proof of the insured's monthly earnings must be given to the Company on a quarterly basis. Benefit payments will be adjusted upon receipt of this proof of earnings.

OTHER INCOME BENEFITS

Other income benefits means those benefits as follows:

1. The amount for which the insured is eligible under:
 - a. Workers' or Workmen's Compensation Law;
 - b. occupational disease law; or
 - c. any other act or law of like intent.
2. The amount of any disability income benefits for which the insured is eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which the insured is eligible under:
 - a. any other group insurance plan;
 - b. any governmental retirement system as a result of his job with the employer.

SECTION IV - BENEFITS (continued)

4. The amount of benefits from the employer's retirement plan the insured:
 - a. receives as disability benefits;
 - b. voluntarily elects to receive as retirement benefits; or
 - c. is eligible to receive as retirement benefits when the insured reaches the greater of age 62 or normal retirement age, as defined in the employer's retirement plan.

As used here, "received" does not include any amount rolled over or transferred to any eligible retirement plan as that term is defined in Section 402 of the Internal Revenue Code and any future amendments which affect the definition of an eligible retirement plan.

5. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, or The Quebec Pension Plan, or any similar plan or act, as follows:
 - a. disability benefits for which:
 - i. the insured is eligible; and
 - ii. his spouse, child or children are eligible because of his disability;
or
 - b. retirement benefits received by:
 - i. the insured; and
 - ii. his spouse, child or children because of his receipt of the retirement benefits.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which this policy pays a benefit.

Item 5.b. will not apply to disabilities which begin after age 70 for those insureds already receiving Social Security retirement benefits while continuing to work beyond age 70.

Benefits under item 5.a above will be estimated if such benefits:

1. have not been awarded; and
2. have not been denied; or
3. have been denied and the denial is being appealed.

The monthly benefit will be reduced by the estimated amount. But, these benefits will not be estimated provided that the insured:

1. applies for benefits under item 5.a; and
2. requests and signs the Company's Agreement Concerning Benefits.

SECTION IV - BENEFITS (continued)

This agreement states that the insured promises to repay the Company any overpayment caused by an award received under item 5.a.

If benefits have been estimated, the monthly benefit will be adjusted when the Company receives proof:

1. of the amount awarded; or
2. that benefits have been denied and the denial is not being appealed.

In the case of 2. above, a lump sum refund of the estimated amounts will be made.

"Law," "plan," or "act" means the initial enactment and all amendments.

COST OF LIVING FREEZE

After the first deduction for each of the other income benefits, the monthly benefit will not be further reduced due to any cost of living increases payable under these other income benefits.

LUMP SUM PAYMENTS

Other income benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the insured's expected lifetime as determined by the Company.

TERMINATION OF DISABILITY BENEFITS

Disability benefits will cease on the earliest of:

1. the date the insured is no longer disabled;
2. the date the insured dies;
3. the end of the maximum benefit period;
4. the date the insured's current earnings exceed 80% of his indexed pre-disability earnings.

RECURRENT DISABILITY

"Recurrent disability" means a disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable.

A recurrent disability will be treated as part of the prior disability if, after receiving disability benefits under this policy, an insured:

1. returns to his regular occupation on a full-time basis for less than six months; and
2. performs all the material duties of his occupation.

Benefit payments will be subject to the terms of this policy for the prior disability.

SECTION IV - BENEFITS (continued)

If an insured returns to his regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability. The insured must complete another elimination period.

In order to prevent overinsurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to the insured under any other group long term disability policy.

SURVIVOR BENEFIT

The Company will pay a benefit to the eligible survivor when proof is received that an insured died:

1. after disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The benefit will be an amount equal to three times the insured's gross monthly benefit.

If payment becomes due to the insured's children, payment will be made to:

1. the children; or
2. a person named by the Company to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

"Eligible survivor" means the insured's spouse, if living, otherwise the insured's children under age 25. But, if there are no eligible survivors, payment will be made to the insured's estate.

GENERAL EXCLUSIONS

This policy does not cover any disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot.

PRE-EXISTING CONDITION EXCLUSION

This policy will not cover any disability caused by, contributed to by, or resulting from a pre-existing condition, unless:

1. it begins after the first 24 months that the insured was covered under this policy; or
2. the insured completes, after his effective date of coverage, a period of 12 consecutive months during which he has not received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines.

SECTION IV - BENEFITS (continued)

A "pre-existing condition" means a sickness or injury for which the insured received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the 6 months prior to the insured's effective date.

MENTAL ILLNESS, ALCOHOLISM, AND DRUG ABUSE LIMITATION

Benefits for disability due to mental illness, alcoholism or drug abuse will not exceed 24 months of monthly benefit payments unless the insured meets one of these situations.

1. The insured is in a hospital or institution at the end of the 24-month period. The monthly benefit will be paid during the confinement.

If the insured is still disabled when he is discharged, the monthly benefit will be paid for a recovery period of up to 90 days.

If the insured becomes reconfined during the recovery period for at least 14 days in a row, benefits will be paid for the confinement and another recovery period up to 90 more days.

2. The insured continues to be disabled and becomes confined:
 - a. after the 24-month period; and
 - b. for at least 14 days in a row.

The monthly benefit will be payable during the confinement.

The monthly benefit will not be payable beyond the maximum benefit period.

"Hospital" or "institution" means facilities licensed to provide care and treatment for the condition causing the insured's disability.

"Mental illness" means mental, nervous or emotional diseases or disorders of any type.

SECTION V - TERMINATION PROVISIONS

A. TERMINATION OF EMPLOYEE'S INSURANCE

An employee will cease to be insured on the earliest of the following dates:

1. the date this policy terminates;
2. the date the employee is no longer in an eligible class;
3. the date the employee's class is no longer included for insurance;
4. the last day for which any required employee contribution has been made;
5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except:
 - a. the insurance will be continued for a disabled employee during:
 - i. the elimination period; and
 - ii. while benefits are being paid.
 - b. the employer may continue the employee's insurance by paying the required premiums, subject to the following:
 - i. Insurance may be continued for the time shown in the policy specifications for an employee:
 - a) temporarily laid off; or
 - b) given leave of absence.
 - ii. The employer must act so as not to discriminate unfairly among employees in similar situations.

B. TERMINATION OF POLICY

1. Termination of this policy under any conditions will not prejudice any payable claim which occurs while this policy is in force.
2. If the policyholder fails to pay any premium within the grace period, this policy will automatically terminate at 12:00 midnight of the last day of the grace period. The policyholder may terminate this policy by advance written notice delivered to the Company at least 31 days prior to the termination date. But, this policy will not terminate during any period for which premium has been paid. The policyholder will be liable to the Company for all premiums due and unpaid for the full period for which this policy is in force.
3. The Company may terminate this policy on any premium due date by giving written notice to the policyholder at least 31 days in advance if:
 - a. the number of employees insured is less than 10; or
 - b. less than 100% of the employees eligible for any noncontributory insurance are insured for it; or
 - c. less than 75% of the employees eligible for any contributory insurance are insured for it; or

SECTION V - TERMINATION PROVISIONS

- d. the policyholder fails:
 - i. to furnish promptly any information which the Company may reasonably require; or
 - ii. to perform any other obligations pertaining to this policy.
- 4. Termination may take effect on an earlier date when both the policyholder and the Company agree.

SECTION VI - GENERAL POLICY PROVISIONS

A. STATEMENTS

In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. the policyholder in applying for this policy will make it void unless the representation is contained in the application; or
2. any employee in applying for insurance under this policy will be used to reduce or deny a claim unless a copy of the application for insurance is or has been given to the employee.

B. COMPLETE CONTRACT - POLICY CHANGES

1. This policy is the complete contract. It consists of:
 - a. all of the pages;
 - b. the policy specifications;
 - c. each employee's application for insurance (employee retains his own copy).
2. This policy may be changed in whole or in part. Only an officer or a registrar of the Company can approve a change. The approval must be in writing and endorsed on or attached to this policy.
3. Any other person, including an agent, may not change this policy or waive any part of it.

C. EMPLOYEE'S CERTIFICATE

The Company will provide a certificate to the policyholder for delivery to each insured. If the terms of a certificate and this policy differ, this policy will govern.

D. FURNISHING OF INFORMATION - ACCESS TO RECORDS

1. The employer will furnish at regular intervals to the Company:
 - a. information relative to employees:
 - i. who qualify to become insured;
 - ii. whose amounts of insurance change; and/or
 - iii. whose insurance terminates.
 - b. any other information about this policy that may be reasonably required.

The employer's records which, in the opinion of the Company, have a bearing on the insurance will be opened for inspection by the Company at any reasonable time.

2. Clerical error or omission will not:
 - a. deprive an employee of insurance;

SECTION VI - GENERAL POLICY PROVISIONS

- b. affect an employee's amount of insurance; or
- c. effect or continue an employee's insurance which otherwise would not be in force.

E. MISSTATEMENT OF FACTS

If relevant facts about any employee were not accurate:

- 1. a fair adjustment of premium will be made; and
- 2. the true facts will decide if and in what amount insurance is valid under this policy.

F. NOTICE AND PROOF OF CLAIM

1. Notice

- a. Written notice of claim must be given to the Company within 30 days of the date disability starts, if that is possible. If that is not possible, the Company must be notified as soon as it is reasonably possible to do so.
- b. When the Company has the written notice of claim, the Company will send the insured its claim forms. If the forms are not received within 15 days after written notice of claim is sent, the insured can send the Company written proof of claim without waiting for the form.

2. Proof

- a. Proof of claim must be given to the Company. This must be done no later than 90 days after the end of the elimination period.
- b. If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. But proof of claim may not be given later than one year after the time proof is otherwise required.
- c. Proof of continued disability and regular attendance of a physician must be given to the Company within 45 days of the request for the proof.
- d. The proof must cover:
 - i. the date disability started;
 - ii. the cause of disability; and
 - iii. how serious the disability is.

SECTION VI - GENERAL POLICY PROVISIONS

G. EXAMINATION

The Company, at its own expense, will have the right and opportunity to have an employee, whose injury or sickness is the basis of a claim:

1. examined by a physician, other health professional, or vocational expert of its choice; and/or
2. interviewed by an authorized Company representative.

This right may be used as often as reasonably required.

H. LEGAL PROCEEDINGS

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than 3 years after the time proof of claim is required.

I. TIME OF PAYMENT OF CLAIMS

When the Company receives proof of claim, benefits payable under this policy will be paid monthly during any period for which the Company is liable.

J. PAYMENT OF CLAIMS

All benefits are payable to the employee. But if a benefit is payable to an employee's estate, an employee who is a minor, or an employee who is not competent, the Company has the right to pay up to \$1,000 to any of the employee's relatives whom the Company considers entitled. If the Company pays benefits in good faith to a relative, the Company will not have to pay such benefits again.

K. WORKERS' OR WORKMEN'S COMPENSATION

This policy is not in lieu of, and does not affect, any requirement for coverage by workers' or workmen's compensation insurance.

L. AGENCY

For all purposes of this policy, the policyholder acts on its own behalf or as agent of the employee. Under no circumstances will the policyholder be deemed the agent of the Company.

SECTION VII - PREMIUMS

A. PREMIUM RATES

The initial premium is determined on the basis of the rates shown in the policy specifications.

The Company may establish new rates for the computation of all future premiums as well as the one then due:

1. when the terms of this policy are changed;
2. when a division, subsidiary, or affiliated company is added to this policy; or
3. for reasons other than 1. and 2. above, such as, but not limited to a change in factors bearing on the risk assumed. But, the rates may not be changed within the first 12 months following the policy effective date.

No premium may be increased unless the Company notifies the employer at least 31 days in advance of the increase. Premium increases may take effect on an earlier date when both the Company and the employer agree.

B. PAYMENT OF PREMIUMS

1. Premium payment calculations:
 - a. will be based on the coverage provided under this policy; and
 - b. are determined by the covered payroll as shown in the policy specifications.
2. All premiums due under this policy, including adjustments, if any, are payable by the employer on or before their respective due dates at the Company's home office. The due dates are specified on the first page of this policy.
3. Premiums payable to the Company will be paid in United States dollars.
4. If premiums are payable on a monthly basis, premiums for additional or increased insurance becoming effective during a policy month will be charged from the next premium due date.
5. The premium charge for insurance terminated during a policy month will cease at the end of the policy month in which such insurance terminates. This manner of charging premium is for accounting purposes only and will not extend insurance coverage beyond a date it would have otherwise terminated as shown in the "Termination of Employee's Insurance" section of this policy.
6. If premiums are payable on other than a monthly basis, premiums for additional, increased, reduced or terminated insurance will cause a pro rata adjustment on the next premium due date.
7. Except for fraud, premium adjustments, refunds or charges will be made for only:
 - a. the current policy year; and
 - b. the prior policy year.

SECTION VII - PREMIUMS

C. WAIVER OF PREMIUM

Premium payments for an employee are waived during any period for which benefits are payable. Premium payments may be resumed following a period during which they were waived.

Unum Life Insurance Company of America

AMENDMENT

This amendment forms a part of the Group Policy issued to the Policyholder.

1. If an employee is on a family or medical leave of absence, Unum will continue coverage under the Policy -- in accordance with the employer's Human Resource policy on family and medical leaves of absence -- as if the employee were in active employment, if the following conditions are met:
 - a. premiums are paid in accordance with the Policy provisions, and
 - b. the employer has approved the employee's leave in writing.
2. Coverage will be continued for up to the greater of:
 - a. the leave period required by the federal Family and Medical Leave Act of 1993, and any amendments;
 - b. the leave period required by applicable state law; or
 - c. the leave period provided in the Policy for the employee's medical leave for sickness or injury.
3. If coverage is not continued during a family or medical leave of absence, upon the employee's return to active employment:
 - a. no new waiting periods will be applied,
 - b. no new pre-existing conditions exclusions or limitations will be applied, and
 - c. no evidence of insurability will be required,to reinstate the coverage in effect on the date before the leave began.
4. If the Policy contains a pre-existing conditions exclusion or limitation provision, the time period in the provision will continue to run through an insured's family or medical leave of absence.
5. If the Policy contains a "Temporary Layoff and Leave of Absence Provision", this provision applies only to leaves other than family and medical leaves of absence.

The effective date of this amendment is August 5, 1993 or the effective date of the Policy, if later.

Signed for the Company at Portland, Maine

Secretary



L.PA.9.1