



**Champlain College, Inc.**

Your Critical Illness Plan

Policy No. 682817 011

Underwritten by Unum Insurance Company

11/4/2020





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## Group Critical Illness Insurance Certificate of Coverage

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We welcome you as a customer and are committed to providing quality service. This is your Critical Illness Certificate of Coverage. Critical Illness coverage can ease the potential financial impact of certain critical illnesses by providing benefits. This certificate describes your Critical Illness benefits in detail.

**Policyholder:** Champlain College, Inc.  
**Policy Number:** 682817 011  
**Policy Effective Date:** January 1, 2021  
**Policy Anniversary:** January 1  
**Governing Jurisdiction:** Vermont

This certificate is issued to you under the Policy which is a contract between us and the Policyholder. If the terms and provisions of this certificate are different from the Policy, the Policy will govern. A copy of the Policy may be made available to you upon request. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

Glossary defined terms found within this certificate have been capitalized. If you have any questions about the terms and provisions of this certificate, please contact your Employer or us at (877) 225-2712 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

**THE POLICY, OF WHICH THIS CERTIFICATE OF COVERAGE IS A PART OF, DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THE COVERAGE OFFERED BY THE POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.**

**This certificate provides limited benefits under the non-participating Policy.**

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

Your certificate includes notices as required by your state of residence that may impact your benefits. If you have any questions or concerns regarding your state regulations, you may contact the State of Vermont Department of Financial Regulation at (802) 828-3301.

## Consumer Complaint Notice

If you are a resident of New Mexico, your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If you have concerns regarding a claim, premium, or other matters relating to this coverage, you may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/ConsumerAssistance/index.aspx>.

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**LIMITED BENEFIT HEALTH COVERAGE**

**OUTLINE OF COVERAGE**

**Read Your Certificate Carefully.** This outline of coverage provides a very brief description of the important features of coverage. This is not the insurance contract and only the actual Policy and certificate provisions will control. The Policy itself sets forth in detail the rights and obligations of us and the Policyholder. It is, therefore, important that you **READ YOUR CERTIFICATE CAREFULLY!**

**Limited Benefit Health Coverage.** This category of coverage is designed to provide, to persons insured, limited or supplemental coverage.

Refer to the **Critical Illness Highlights and Critical Illness Details** in this certificate for a description of the Benefits, including dollar amounts, any Reductions, Exclusions, and Limitations.

## Critical Illness Highlights

Critical Illness Insurance provides financial protection for an Insured by paying a lump-sum benefit if the Insured is diagnosed with a Covered Condition payable under this certificate.

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

### Eligible Group(s)

All Employees in Active Employment in the United States working a minimum of 37.5 hours per week.

### Paying for Coverage

#### *For You*

#### *Contributory Coverage*

You must make premium contributions for your coverage.

#### *For your Spouse*

#### *Contributory Coverage*

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

#### *For your Children*

Coverage for your Children is automatically included in the cost of your coverage.

### Coverage Amount

The following Coverage Amounts are available to you. If you choose to apply and become insured for coverage, your Children will automatically be enrolled for coverage. You will also have the opportunity to apply for coverage for your Spouse.

#### *Option A*

<b>For You</b>	<b>For your Spouse</b>	<b>For your Children</b>
\$10,000	50% of your Coverage Amount	50% of your Coverage Amount

#### *Option B*

<b>For You</b>	<b>For your Spouse</b>	<b>For your Children</b>
\$20,000	50% of your Coverage Amount	50% of your Coverage Amount

#### *Option C*

<b>For You</b>	<b>For your Spouse</b>	<b>For your Children</b>
\$30,000	50% of your Coverage Amount	50% of your Coverage Amount

### Benefit Amount

The Benefit Amount is the amount an Insured may receive for a Payable Claim. The Benefit Amount is calculated using the Insured's Coverage Amount multiplied by the Percentage of Coverage Amount for the Covered Condition, subject to all other terms and provisions of this certificate.

The Percentage of Coverage Amount payable for each Covered Condition is listed in the Critical Illness Details section.

Any dollar amount listed under the Percentage of Coverage Amount will be the Benefit Amount payable for that Covered Condition.

## **Covered Conditions**

### **Covered Conditions for you, your Spouse, and Children:**

<b>Critical Illnesses</b>		
	Coronary Artery Disease (major)	Heart Attack (Myocardial Infarction)
	Coronary Artery Disease (minor)	Major Organ Failure Requiring Transplant

**Critical Illness Highlights**

<b>Cancer</b>	End Stage Renal (Kidney) Failure	Stroke
	Invasive Cancer (including all Breast Cancer)	Skin Cancer
	Non-Invasive Cancer	

<b>Supplemental Critical Illnesses</b>	Benign Brain Tumor	Loss of Sight
	Coma	Loss of Speech
	Infectious Disease	Occupational Human Immunodeficiency Virus (HIV) or Hepatitis
	Loss of Hearing	Permanent Paralysis

<b>Progressive Diseases</b>	Amyotrophic Lateral Sclerosis (ALS)	Multiple Sclerosis (MS)
	Dementia (including Alzheimer's Disease)	Parkinson's Disease
	Functional Loss	

**Covered Conditions for your Children:**

<b>Additional Critical Illnesses for your Children</b>	Cerebral Palsy	Down Syndrome
	Cleft Lip or Palate	Spina Bifida
	Cystic Fibrosis	



## Critical Illness Details

The information in this section provides details about the benefits that may be payable to you, any applicable Exclusions and Other Features included in your coverage.

Benefits will only be payable for Covered Conditions that have a Date of Diagnosis on or after the Insured's Coverage Effective Date.

### Covered Condition Benefit

The Covered Condition Benefit is payable once per Covered Condition per Insured.

We will pay a Covered Condition Benefit for a different Covered Condition if:

- the new Covered Condition is medically unrelated to the first Covered Condition; or
- the Date of Diagnoses are separated by more than 180 days.

If an Insured's diagnosis satisfies the Condition Definition and Date of Diagnosis requirements for more than one Covered Condition, we will pay the Covered Condition with the highest Percentage of Coverage Amount.

### Reoccurring Condition Benefit

We will pay the Reoccurring Condition Benefit for the diagnosis of the same Covered Condition if the Covered Condition Benefit was previously paid and the new Date of Diagnosis is more than 180 days after the prior Date of Diagnosis.

The Benefit Amount for any Reoccurring Condition Benefit is 100% of the Percentage of Coverage Amount for that Covered Condition.

The following Covered Conditions are eligible for a Reoccurring Condition Benefit:

Benign Brain Tumor	Infectious Disease
Coma	Invasive Cancer (including all Breast Cancer)
Coronary Artery Disease (Major)	Major Organ Failure Requiring Transplant
Coronary Artery Disease (Minor)	Non-Invasive Cancer
End Stage Renal (Kidney) Failure	Stroke
Heart Attack (Myocardial Infarction)	

## Covered Conditions

### Critical Illnesses

#### Coronary Artery Disease (Major)

*Condition Definition*

A narrowing or blockage of one or more coronary arteries resulting from plaque buildup.

**Percentage of Coverage Amount**

**50%**

*Date of Diagnosis*

The date a Physician recommends the Insured undergo a Surgical Procedure of either a coronary artery bypass graft or valve replacement.

#### Coronary Artery Disease (Minor)

*Condition Definition*

A narrowing or blockage of one or more coronary arteries resulting from plaque buildup.

**10%**

*Date of Diagnosis*

The date a Physician recommends the Insured undergo a catheterization procedure of balloon angioplasty or stent placement.

#### End Stage Renal (Kidney) Failure

*Condition Definition*

A chronic irreversible failure of the function of both kidneys.

**100%**

*Date of Diagnosis*

The earliest date:

- a Physician recommends regular hemodialysis or peritoneal dialysis to sustain life;
- the Insured has a kidney transplant performed; or
- the Insured is placed on the UNOS (United Network for Organ Sharing) list for a kidney transplant.

**Heart Attack (Myocardial Infarction)**

*Condition Definition*

**100%**

The death of a portion of heart muscle (myocardium) as a result of obstruction of one or more of the coronary arteries. A positive diagnosis of a heart attack must occur and must be supported by two or more of the following:

- chest pain;
- electrocardiographic (EKG) changes indicative of a heart attack;
- in the case of a heart attack associated with percutaneous coronary intervention (balloon angioplasty, stent implantation, and related procedures to increase the flow of blood through the coronary arteries), evolving ST elevations or new Q wave changes must be documented and included as one of the criteria on establishing a diagnosis;
- elevation of biochemical markers of myocardial necrosis; or
- confirmatory imaging studies.

For purposes of this benefit, the following do not meet the Condition Definition of Heart Attack:

- an established (old) heart attack;
- angina;
- atherosclerotic heart disease;
- cardiac arrest (including arrhythmias);
- congestive heart failure;
- coronary artery disease; and
- any other disease, Injury, or dysfunction of the cardiovascular system.

If a heart attack results in death, an autopsy confirmation or death certificate verifying the heart attack as the cause of death will be accepted.

*Date of Diagnosis*

The date the death of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack Condition Definition.

**Major Organ Failure Requiring Transplant**

*Condition Definition*

**100%**

Failure of the heart, liver, both lungs, or pancreas resulting in the Insured being placed on the UNOS (United Network for Organ Sharing) list for a transplant.

If an Insured is on the UNOS list for a combined transplant (example: heart and lung), a single benefit will be paid.

*Date of Diagnosis*

The date the Insured is placed on the UNOS list for organ transplant(s).

**Stroke**

*Condition Definition*

**100%**

The sudden death of brain cells due to lack of oxygen, caused by blockage of blood flow or rupture of an artery to the brain.

For purposes of this benefit, the following do not meet the Condition Definition of Stroke:

- transient ischemic attack;

## Critical Illness Details

- brain injury associated with hypoxia, anoxia, or hypotension;
- brain injury related to trauma or infection;
- ischemic disorders of the vestibular system; and
- vascular disease affecting the eye or optic nerve.

If a stroke results in death, an autopsy confirmation or death certificate verifying the stroke as the cause of death will be accepted.

### *Date of Diagnosis*

The date a Stroke occurs and the diagnosis must be supported by:

- neurological deficits persisting for at least 30 days after the Stroke including but not limited to impaired motor function, altered sensation, vision loss, difficulty swallowing, or Cognitive Impairment confirmed by a Physician; and
- confirmatory neuroimaging studies consistent with the diagnosis of a new Stroke.

## Cancer

### **Invasive Cancer (Including all Breast Cancer)**

#### *Condition Definition*

A disease which is identified by the presence of malignant cells or a malignant tumor characterized by the uncontrolled and abnormal growth and spread of invasive malignant cells.

Any cancer of the breast is considered Invasive Cancer including breast cancer which is classified as Stage 0 or In Situ.

For purposes of this benefit, the following do not meet the Condition Definition of Invasive Cancer:

- pre-malignant conditions or conditions with malignant potential;
- cancer that has not yet become invasive, typically classified as Stage 0 or In Situ; and
- cancer on the surface of the body (skin) that may be:
  - melanomas that are in situ or Stage 1, which require only local treatment and affect only the melanoma and area close to it;
  - basal cell carcinoma; or
  - squamous cell carcinoma of the skin.

### *Date of Diagnosis*

The date the tissue specimen, blood samples or titer(s) are taken on which the Pathological Diagnosis of Invasive Cancer is based. We will accept a Clinical Diagnosis if a Pathological Diagnosis cannot be made.

Any Date of Diagnosis for Invasive Cancer must follow a period of at least 180 days where the Insured has had no evidence of disease or treatment for cancer. Evidence of disease or treatment does not include preventive medications or routine scheduled follow-up visits to a Physician.

### **Non-Invasive Cancer**

#### *Condition Definition*

A malignant tumor which is typically classified as Stage 0 or In Situ, that has not yet become invasive but is confined to the site of origin without having invaded neighboring tissue.

For purposes of this benefit, the following do not meet the Condition Definition of Non-Invasive Cancer:

- pre-malignant conditions or conditions with malignant potential;

**Percentage of  
Coverage  
Amount**

**100%**

**25%**

## Critical Illness Details

- any Stage 0 or In situ cancer of the breast; and
- cancer on the surface of the body (skin) that may be:
  - melanomas that are in situ or Stage 1, which require only local treatment and affect only the melanoma and area close to it;
  - basal cell carcinoma; or
  - squamous cell carcinoma of the skin.

### *Date of Diagnosis*

The date the tissue specimen, blood samples or titer(s) are taken on which the Pathological Diagnosis of Non-Invasive Cancer is based. We will accept a Clinical Diagnosis if a Pathological Diagnosis cannot be made.

Any Date of Diagnosis for Non-Invasive Cancer must follow a period of at least 180 days where the Insured has had no evidence of disease or treatment for cancer. Evidence of disease or treatment does not include preventive medications or routine scheduled follow-up visits to a Physician.

## **Skin Cancer**

### *Condition Definition*

**\$500**

Cancer on the surface of the body (skin) that may be:

- melanomas that are in situ or Stage 1, which require only local treatment and affect only the melanoma and area close to it;
- basal cell carcinoma; or
- squamous cell carcinoma of the skin.

### *Date of Diagnosis*

The date the tissue specimen is taken on which the Pathological Diagnosis of Skin Cancer is based. We will accept a Clinical Diagnosis if a Pathological Diagnosis cannot be made.

**Percentage of Coverage Amount**

## **Supplemental Critical Illnesses**

### **Benign Brain Tumor**

### *Condition Definition*

**100%**

A non-cancerous brain tumor resulting in neurological deficits including but not limited to loss of sight, loss of hearing, or balance disruption.

For purposes of this benefit, the following do not meet the Condition Definition of Benign Brain Tumor:

- tumors of the skull;
- pituitary adenomas; and
- germinomas.

We will not pay this benefit if an Insured is diagnosed with any of the following conditions prior to their Coverage Effective Date:

- Neurofibromatosis I;
- Neurofibromatosis II;
- Von Hippel Lindau;
- Tuberous Sclerosis;
- Li-Fraumeni Syndrome;
- Cowden Disease; and
- Turcot Syndrome.

### *Date of Diagnosis*

The date of the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

### **Coma**

### *Condition Definition*

**100%**

A continuous state of profound unconsciousness requiring intubation for respiratory assistance lasting for a period of 7 or more consecutive days, characterized by the absence of:

- eye opening;
- verbal response; and
- motor response.

For purposes of this benefit, the following do not meet the Condition Definition of Coma:

- Coma due to Stroke; and
- any medically induced Coma.

*Date of Diagnosis*

The date a Physician confirms a Coma.

**Infectious Disease**

*Condition Definition*

**25%**

A severe infectious or contagious disease diagnosed by a Physician that results in the Insured being confined to a Hospital for 14 or more consecutive days. Infectious or contagious diseases may include, but are not limited to:

- Rabies
- Meningitis
- Lyme Disease
- Antibiotic resistant bacteria (including MRSA)
- Sepsis
- Tuberculosis
- Diphtheria
- Encephalitis
- Legionnaire's disease
- Malaria
- Necrotizing fasciitis (flesh eating bacteria)
- Osteomyelitis
- Tetanus

*Date of Diagnosis*

The date a Physician confirms a diagnosis of an Infectious Disease.

**Loss of Hearing**

*Condition Definition*

**100%**

Total and irrecoverable Loss of Hearing in both ears that follows a period where the Insured had the ability to hear.

For purposes of this benefit, the following do not meet the Condition Definition of Loss of Hearing:

- congenital birth defects;
- developmental delays; and
- any Loss of Hearing that can be corrected by any procedure, aid, or device.

*Date of Diagnosis*

The date a Physician confirms Loss of Hearing in both ears.

**Loss of Sight**

*Condition Definition*

**100%**

Permanent reduction in sight certified by a Physician that follows a period where the Insured was not legally blind such that:

- sight in the better eye reduced to a best corrected visual acuity of 20/200 or less (Snellen or E-Chart Acuity); or
- visual field remaining is less than 20° in the better eye.

For purposes of this benefit, the following do not meet the Condition Definition of Loss of Sight:

- congenital birth defects;
- developmental delays; and

## Critical Illness Details

- any loss of sight that can be corrected by any procedure, aid, or device.

### *Date of Diagnosis*

The date a Physician confirms Loss of Sight.

## **Loss of Speech**

### *Condition Definition*

**100%**

Total and irrecoverable Loss of Speech that follows a period where the Insured had the ability to speak.

For purposes of this benefit, the following do not meet the Condition Definition of Loss of Speech:

- congenital birth defects;
- developmental delays; and
- any loss of speech that can be corrected by any procedure, aid, or device.

### *Date of Diagnosis*

The date a Physician confirms Loss of Speech.

## **Occupational Human Immunodeficiency Virus (HIV) or Hepatitis**

### *Condition Definition*

**100%**

An infection resulting from exposure to HIV or Hepatitis B, C, or D contaminated fluids as the result of a Covered Accident during the normal course of duties for an occupation in which the Insured is regularly engaged and for which compensation is earned.

For purposes of this benefit, the following do not meet the Condition Definition of Occupational HIV or Hepatitis:

- exposure or infection as the result of IV drug use;
- exposure or infection as the result of sexual transmission; and
- exposure or infection determined that is not the result of an occupational Covered Accident.

### *Date of Diagnosis*

The date a state certified and licensed laboratory receives a positive confirmatory antibody test for HIV or Hepatitis B, C, or D provided the following actions have been taken:

- within five days of the Covered Accident, it is reported and recorded by the appropriate person according to the legislation, regulations, standards, or guidelines that apply to the Insured's occupation or profession;
- the Covered Accident is investigated by the employer and we receive a copy of the Written investigation report;
- an initial confirmatory antibody test is taken within five days of the Covered Accident and is negative for the presence of HIV or Hepatitis B, C, or D; and
- a follow-up confirmatory antibody test is taken between 90 and 180 days from the date of the initial confirmatory antibody test and is positive for HIV or Hepatitis B, C, or D.

## **Permanent Paralysis**

### *Condition Definition*

**100%**

The complete and permanent loss of the use of two or more limbs due to a new paralysis, for a continuous period of at least 90 days.

For a severed spinal cord with supporting clinical and radiological evidence and no expectation of return of function, the continuous 90 day requirement will be waived.

For purposes of this benefit, losing the use of two or more limbs as the result of a Stroke does not meet the Condition Definition of Permanent Paralysis.

*Date of Diagnosis*

The date a Physician diagnoses the paralysis or severed spinal cord.

<b><u>Progressive Diseases</u></b>		<b>Percentage of Coverage Amount</b>
<b>Amyotrophic Lateral Sclerosis (ALS)</b>	<p><i>Condition Definition</i> A nervous system disease that causes muscle weakness and impacts physical function. ALS, also known as Lou Gehrig's disease, causes nerve cells to gradually break down and die.</p> <p><i>Date of Diagnosis</i> The date the Insured is unable to perform two or more Activities of Daily Living due to Amyotrophic Lateral Sclerosis (ALS) as diagnosed by a Physician.</p>	<b>100%</b>
<b>Dementia (Including Alzheimer's Disease)</b>	<p><i>Condition Definition</i> A progressive, degenerative disorder that attacks the brain's nerve cells or neurons, and may result in loss of memory, thinking, language skills, or behavioral changes.</p> <p><i>Date of Diagnosis</i> The date the Insured is unable to perform two or more Activities of Daily Living or is Cognitively Impaired due to Dementia (including Alzheimer's Disease) as diagnosed by a Physician.</p>	<b>100%</b>
<b>Functional Loss</b>	<p><i>Condition Definition</i> An Injury, Sickness, or other infirmity that prevents an Insured from independently performing daily tasks for a period of at least 90 days.</p> <p>For purposes of this benefit, functional loss due to paralysis does not meet the Condition Definition of Functional Loss.</p> <p><i>Date of Diagnosis</i> The date the Insured is unable to perform two or more Activities of Daily Living due to a Functional Loss as diagnosed by a Physician.</p>	<b>100%</b>
<b>Multiple Sclerosis (MS)</b>	<p><i>Condition Definition</i> A chronic disease involving damage to the protective sheaths of nerve cells in the brain and spinal cord. Symptoms may include numbness, impairment of speech and of muscular coordination, blurred vision, and severe fatigue. Eventually, the disease can cause the nerves themselves to deteriorate or become permanently damaged.</p> <p><i>Date of Diagnosis</i> The date the Insured is unable to perform two or more Activities of Daily Living due to Multiple Sclerosis (MS) as diagnosed by a Physician.</p>	<b>100%</b>
<b>Parkinson's Disease</b>	<p><i>Condition Definition</i> A disease of the nervous system marked by tremor, muscular stiffness, and slow, imprecise movement. It is associated with degeneration of the basal ganglia of the brain and a deficiency of the neurotransmitter dopamine.</p> <p><i>Date of Diagnosis</i> The date the Insured is unable to perform two or more Activities of Daily Living due to Parkinson's Disease as diagnosed by a</p>	<b>100%</b>

Physician.

Percentage of Coverage Amount

**Additional Critical Illnesses for your Children**

**Cerebral Palsy**

*Condition Definition*

A group of non-progressive disorders of movement and posture attributed to abnormal development of, or damage to motor control centers of the brain while a child's brain is still developing before, during, and immediately after birth. The motor disorders of Cerebral Palsy are often accompanied by disturbances of sensation, cognition, communication, perception, and behavior, as well as seizures and secondary musculoskeletal problems.

100%

*Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of Cerebral Palsy after live birth.

**Cleft Lip or Cleft Palate**

*Condition Definition*

100%

Cleft Lip	A narrow opening or gap in the skin of the upper lip that extends all the way to the base of the nose, including unilateral clefting and bilateral clefting.
Cleft Palate	An opening between the roof of the mouth and the nasal cavity.

*Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of a Cleft Lip or Cleft Palate after live birth.

**Cystic Fibrosis**

*Condition Definition*

A hereditary disorder affecting the exocrine glands. It causes the production of abnormally thick mucus, leading to the blockage of the pancreatic ducts, intestines, and bronchi and often resulting in respiratory infection.

100%

*Date of Diagnosis*

The date the condition is first diagnosed by a Physician and supported by a sweat test with sweat chloride concentrations greater than 60 mmol/L.

**Down Syndrome**

*Condition Definition*

A congenital disorder arising from a chromosome defect involving chromosome 21, causing intellectual impairment, physical abnormalities and developmental delays. Down Syndrome includes:

100%

Trisomy 21	An individual has three instead of two chromosome 21's.
Translocation	An extra part of chromosome 21 is attached to another chromosome.
Mosaicism	The individual has an extra chromosome 21 in only some of the cells but not all of them. The other cells have the usual pair of chromosome 21's.

*Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of Down Syndrome through the study of chromosome 21 after live birth.



**Spina Bifida**

*Condition Definition*

A congenital defect of the spine in which part of the spinal cord and its meninges are exposed through a gap in the backbone. Spina Bifida includes Meningocele or Myelomeningocele.

**100%**

For purposes of this benefit, a diagnosis of spina bifida occulta does not meet the Condition Definition for Spina Bifida.

*Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of Spina Bifida, Meningocele, or Myelomeningocele after live birth.

### Exclusions

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

- committing or attempting to commit a felony;
- being engaged in an illegal occupation or activity;
- injuring oneself intentionally or attempting or committing suicide, while sane;
- active participation in a riot, insurrection, or terrorist activity. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the armed forces of any nation or authority, including the National Guard, or similar government organizations; and
- a Date of Diagnosis that occurs while an Insured is legally incarcerated in a penal or correctional institution.

Additionally, no benefits will be paid for a Date of Diagnosis that occurs prior to the Coverage Effective Date.

**Continuity of Coverage**

We will provide coverage for an Insured if the Insured was covered by a similar prior policy on the day before the Policy Effective Date of this certificate.

Coverage is subject to payment of premium and all other terms of this certificate. If you are on a temporary Layoff or Leave of Absence on the Policy Effective Date of this certificate, we will consider your temporary Layoff or Leave of Absence to have started on that date and coverage will continue for the period provided for temporary Layoff or Leave of Absence under Continuation of your Coverage During Extended Absences in this certificate.

If you have not returned to Active Employment before any Insured's Date of Diagnosis any benefits payable will be limited to what would have been paid by the prior carrier.

<b>Waiting Period</b>	<p>The continuous period of time you must be in an Eligible Group before you are eligible for coverage:</p> <p>If you are in an Eligible Group on or before January 1, 2021: None If you enter an Eligible Group after January 1, 2021: None</p> <p><i>Rehire</i> If your employment ends and you are rehired within 12 months, any prior period of work in an Eligible Group with your Employer, will apply toward the Waiting Period.</p>
<b>Coverage Eligibility Date</b>	<p><i>For you</i> If you are in an Eligible Group, you are eligible for coverage on the later of:</p> <ul style="list-style-type: none"><li>- the Policy Effective Date; or</li><li>- the day after any applicable Waiting Period has been satisfied.</li></ul> <p><i>For your Spouse</i> If you elect coverage for yourself, your Spouse is eligible for coverage on the later of:</p> <ul style="list-style-type: none"><li>- the date you are eligible for coverage; or</li><li>- the date you first acquire a Spouse.</li></ul> <p><i>For your Children</i> If you elect coverage for yourself, your Children are eligible for coverage on the later of:</p> <ul style="list-style-type: none"><li>- the date you are eligible for coverage; or</li><li>- the date you first acquire the Child.</li></ul>
<b>Enrolling for Coverage</b>	<p><b>Initial Enrollment</b> <i>Contributory Coverage</i> You may apply for any coverage available for you, your Spouse, and Children within 31 days of an Insured's Coverage Eligibility Date.</p> <p><b>Late Enrollment</b> <i>Contributory Coverage</i> If you did not apply for coverage during an Insured's Initial Enrollment or you voluntarily cancelled coverage for an Insured and are re-applying, you may apply for coverage during any scheduled Enrollment Period.</p>
<b>Applying for Changes in Coverage</b>	<p><i>Contributory Coverage</i> You may increase coverage for an Insured subject to the Coverage Amounts available during any scheduled Enrollment Period or within 31 days of a Qualifying Life Event.</p> <p>Any change in Coverage Amounts applied for as the result of a Qualifying Life Event, must be consistent with the Qualifying Life Event.</p> <p>You may also decrease coverage for an Insured subject to the Coverage Amounts available or cancel coverage for an Insured at any time during the Policy Year, during any scheduled Enrollment Period, or within 31 days of a Qualifying Life Event.</p>
<b>Coverage Effective Date</b>	<p><b>Initial Enrollment</b> <i>Contributory Coverage</i> Coverage for an Insured will begin on the first day of the month coincident with or next following the later of:</p> <ul style="list-style-type: none"><li>- the Insured's Coverage Eligibility Date if you apply on or before that date;</li><li>- the date you apply for the Insured's coverage, if coverage is applied for within 31 days of the Insured's Coverage Eligibility Date.</li></ul> <p><b>Late Enrollment</b> <i>Contributory Coverage</i> Coverage for an Insured will begin on the first day of the next Policy Year.</p>
<b>Coverage Effective Date for Changes in</b>	<p><i>Contributory Coverage</i> Increases in coverage for an Insured will begin on the latest of:</p> <ul style="list-style-type: none"><li>- the first day of the next Policy Year;</li></ul>

## Start of Coverage

### Coverage

- the first day of the month coincident with or next following the date of a Qualifying Life Event; or
- the first day of the month coincident with or next following the date you apply for the increase in coverage due to a Qualifying Life Event, if it's within 31 days of the Qualifying Life Event.

Any decrease in coverage for an Insured will take effect on the first day of the month coincident with or next following the date the decrease in coverage is made.

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

### Coverage Effective Date if you are not in Active Employment

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

If you are not in Active Employment due to an Injury, Sickness, temporary Layoff, or Leave of Absence on the date coverage would become effective, the Insured's Coverage Effective Date will be the date you return to Active Employment.

Coverage Effective Date for Initial Enrollment, Late Enrollment, and Changes in Coverage is subject to this provision.

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

**Continuation of your Coverage During Extended Absences***Temporary Layoff*

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

*Family and Medical Leave of Absence*

We will continue coverage in accordance with your Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and your Employer approved your leave in Writing. You will be covered up to the end of the latest of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- the leave period required by applicable state law; or
- the leave period provided to you for an Injury or Sickness, provided premium is paid and your Employer has approved your leave in Writing.

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

We will not apply a new Waiting Period.

*Leave of Absence, other than a Family and Medical Leave of Absence*

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

*Injury or Sickness*

You will be covered for up to 3 months from the date your absence due to an Injury or Sickness begins, provided premium is paid.

**End of Coverage For You**

If you choose to cancel your coverage under this certificate, your coverage will end on the first of the month coincident with or next following the date you provide notification to your Employer.

Otherwise, your coverage under this certificate ends on the earliest of:

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

However, as long as premium is paid as required, coverage will continue in accordance with the Continuation of your Coverage During Extended Absences provision.

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

*For your Spouse*

If, while your coverage is in force, you choose to cancel your Spouse's coverage under this certificate, your Spouse's coverage will end on the first of the month coincident with or next following the date you provide notification to your Employer.

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

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

We will provide coverage for a Payable Claim that occurs while your Spouse is covered

under this certificate.

*For your Children*

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

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

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

**Filing a Claim**

We encourage early notification of a claim for benefits under this certificate so that a claim decision can be made in a timely manner. If there are any questions on how to file a claim, please contact us or your Employer.

**Step 1 - Starting a Claim**

Notice of a claim may be provided in Writing, online at: [services.unum.com](https://services.unum.com), or by contacting us directly at 1-800-858-6843. Notice of a claim should be provided within 30 days from the date of the Covered Loss, or as soon as reasonably possible.

**Step 2 - Claim Forms**

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

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

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

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

Mailing Address: The Benefits Center  
P.O. Box 100158  
Columbia, South Carolina 29202-3158  
Fax: 1-800-447-2498

**Step 3 - Proof of Loss**

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

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

Proof of Loss, provided at your or your authorized representative's expense, must establish the nature and extent of the Covered Loss and should include but not be limited to the following:

- documentation of diagnosis or treatment provided by a Physician or medical facility and supported by clinical, radiological, histological, pathological, or laboratory evidence;
- it may also include one or more of the following:
  - a Physician's bill;
  - a Hospital bill; or
  - other proof of charges or services; and
- in the case of death, a certified copy of the death certificate, or other lawful evidence providing equivalent information.

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

**Authorization for Release of Information**

We may request Written authorization from an Insured. This authorization may be required in order for us to obtain the necessary medical and non-medical information needed for Proof of Loss. This information may include any appropriate financial records such as income tax returns. Failure to provide us with Written authorization may result in



## Claim Provisions

the denial of a claim if the Insured does not send proof to us and we are not able to obtain the proof that is required to make a claim decision.

### Right to Exam, Test, or Interview

We may ask the Insured to be examined or tested by one or more Physicians, other medical practitioners, or vocational experts of our choice as often as it is reasonably necessary during the pendency of an Insured's claim. We may also require the Insured to be interviewed by an authorized representative of ours.

We have the right to request exams or tests as often as it is reasonably necessary. Any exam, test, or interview that we require will be paid at our expense. If the Insured fails to attend or fully participate, we will not pay the benefits or we will stop sending benefits under this certificate.

### Autopsy

We will have the right, at our expense, to request an Autopsy where it is allowed by law and is not prohibited by the Insured's religion.

### Claim Procedures

After the Insured has satisfied the requirements under Filing a Claim, we will process and evaluate the information to determine if a claim is payable. We will notify the Insured of a claim decision and issue payment for a Payable Claim within 45 days. Benefits will be paid in accordance with the Payment of Benefits provision.

If we determine additional time is needed to review a claim, we may extend this time period by 30 days. We will notify the Insured of the circumstances requiring a review extension and when we anticipate making a claim decision.

If a claim for benefits under this certificate is wholly or partially denied, we will provide notice of our decision in Writing. The notice will contain the following information:

- the specific reason(s) for the determination with reference to those provisions on which the decision is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary;
- procedures and time limits for appealing our decision, and the Insured's right to obtain information about those procedures;
- a statement describing the right to bring a lawsuit under Section 502(a) of ERISA following a claim determination; and
- a statement disclosing any internal rule, guidelines, protocol, or similar criteria used in making the decision (or a statement that such information will be provided free of charge upon request).

### Payment of Benefits

Benefits for which we are liable will be paid after we complete the Claim Procedures. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits.

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

### Beneficiary Designation and Change

When a person becomes insured under this certificate, the Insured is responsible for designating a beneficiary in Writing for any benefits due in the event of the Insured's death. It is important to list the full name of each beneficiary and that all beneficiary designations are kept current and provided to us or the Employer. A beneficiary designation form may be available from the Employer or from us online at: [services.unum.com](http://services.unum.com).

You are the Beneficiary for any Insured under this certificate while you are still living unless there is a valid change in beneficiary designation by an Insured. If an Insured wishes to change their beneficiary designation, they may do so by sending us or the Employer a completed, dated, and signed beneficiary designation change form. Changes in beneficiary designations will take effect on the date notice of the beneficiary designation is signed by the Insured.

Payment of Benefits will be administered based upon the currently available beneficiary designation on file with us or the Employer. If we have taken any action or made any

## Claim Provisions

payment before receiving notice of a beneficiary designation, that beneficiary designation will not go into effect for those actions taken or payments made.

If more than one beneficiary is named and the order or share of payments is not designated, the beneficiaries will share equally. The share of a beneficiary who dies before an Insured, the share of a beneficiary who is legally unable to receive benefits, or the share of benefits that are unallocated will pass to any surviving beneficiaries in proportion to their current allocations. The aggregated shares of benefits in excess of 100% will be deducted from surviving beneficiaries in proportion to their current allocations.

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

- you;
- the Insured's Spouse;
- the Insured's natural offspring and legally adopted children in equal shares;
- the Insured's mother or father in equal shares, if paying both; or
- the Insured's sisters and brothers in equal shares.

Instead of making a payment to a surviving family member, we have the right to pay any benefits due to the Insured's estate. If there are no surviving family members, any benefits due will be paid to the Insured's estate.

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

If an Insured or an Insured's beneficiary is a minor or is incompetent, we can pay up to \$1,000 to the person or institution that appears to have assumed the custody and main support of the Insured, the minor, or the Insured's beneficiary unless or until that Insured, the minor, or the Insured's beneficiary's appointed legal representative makes a formal claim. If we pay benefits to such person or institution, we will not have to pay those benefits again.

### **Overpayment of Claims**

We have the right to recover any overpayments due to:

- fraud;
- Misstatement of Information; or
- any error we make in processing a claim.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum. This may include reducing or withholding future payments.

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

### **Unpaid Premium**

Any Unpaid Premium due for an Insured's coverage at the time of payment for a claim may be deducted from the Insured's claim payment.

### **Appeal Procedures**

Any request to file an appeal of a wholly or partially denied claim must be sent to us in Writing within 180 days from the date of Written notice of our claim decision. You have the right to:

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

Once we receive an Insured's appeal request, it will be assigned to an appeals specialist. The appeals specialist is a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, we will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained in connection with the denial of an Insured's claim, we will provide the Insured with the names of each such expert, regardless of whether the advice was relied upon.

## Claim Provisions

We will make a full and fair review of the claim and all new information submitted, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination. We will notify the Insured of the appeal decision within 45 days from receipt of the Written request for review. If we determine additional time is needed to review the appeal request, we may extend this time period by an additional 45 days. We will notify the Insured if an extension is needed.

If any review extension is necessary due to the Insured's failure to provide the information necessary to make a decision, we will notify the Insured of the review extension and specifically describe what information is required. This information must be sent to us within the time specified from the date of our request. The 45 day review extension will begin on the date we receive the requested information.

If the Insured fails to provide us with the requested information within the specified time period, we will make a decision based on the information available to us at that time.

If an appeal is wholly or partially denied, we will provide notice in Writing. Notice of a denied appeal will contain the following information:

- the specific reason(s) for the denial with reference to those provisions on which the denial is based;
- a statement disclosing any internal rule, guidelines, protocol, or similar criteria used in making the decision (or a statement that such information will be provided free of charge upon request);
- a statement describing the right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the appeal decision;
- a statement that entitles the Insured, at their request, reasonable access to or copies of all documents, records, or other information relevant to the appeal decision free of charge; and
- the statement that "You or your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Unless there are special circumstances, this administrative appeal process must be completed before an Insured begins any Legal Action regarding a claim.

### Legal Actions

The time limit on Legal Actions for a Covered Loss is subject to applicable law in the state where the Policy was issued.

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

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

unless otherwise provided under federal law.

<b>When Days Begin and End</b>	For the purpose of all dates under this Certificate of Coverage, all days begin at 12:01 a.m. and end at 12:00 midnight.
<b>Certificate of Coverage Contents</b>	Coverage for an Insured is provided under this Certificate of Coverage which is a part of the Policy issued to the Policyholder. The Policy consists of: <ul style="list-style-type: none"> <li>- all Policy provisions, any amendments, riders, and endorsements issued;</li> <li>- Policyholder's application for group insurance;</li> <li>- Employee's signed applications, if applicable; and</li> <li>- this Certificate of Coverage.</li> </ul>
<b>Your Certificate of Coverage</b>	We will provide the Employer with a Certificate of Coverage for distribution to each Insured Employee. Your certificate describes: <ul style="list-style-type: none"> <li>- the coverage to which an Insured may be entitled;</li> <li>- to whom we will make a payment; and</li> <li>- the limitations, exclusions, and requirements that apply to an Insured's coverage.</li> </ul> <p>If any of the terms and provisions of this certificate are different than in the Policy, the Policy will govern.</p>
<b>Cancellation or Modification to the Policy and this Certificate of Coverage</b>	The Policy and this Certificate of Coverage may be cancelled or modified by the Employer at any time without the Insured's consent. Any cancellation or modification to the Policy or certificate requested by the Employer will take effect on the date agreed upon by us and the Employer. <p>Any Policy and certificate modifications resulting in an increase to an Insured's coverage may be subject to Evidence of Insurability Requirements. All Policy and certificate modifications will take effect according to the Coverage Effective Date provision.</p>
<b>Representation in Applications</b>	Any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.
<b>Assignment</b>	An Assignment transfers all or part of your legal title and rights under the Policy and this certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the Policy and this certificate if: <ul style="list-style-type: none"> <li>- the Written form has been signed by you and the assignee and the form is acceptable to us; and</li> <li>- a signed or certified copy of the Written Assignment has been filed with us.</li> </ul> <p>An Assignment will take effect on the date notice of the Assignment is signed by you. If we have taken any action or made any payment before we receive notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made. An Assignment does not change an Insured's coverage or beneficiary designation.</p> <p>We are not responsible for the validity of any Assignment. We advise you to verify your Assignment is legal in your state and that it accomplishes the goals you intend.</p>
<b>Contestability</b>	We can take legal or other action using statements made in signed applications for coverage only when a Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.
<b>Misstatement of Information</b>	If you or your Employer provides us information about an Insured that is incorrect, we will: <ul style="list-style-type: none"> <li>- use the facts to decide whether the Insured has coverage under this certificate and the Policy and in what amounts; and</li> <li>- if necessary, make the applicable premium adjustments.</li> </ul>
<b>Fraud</b>	We want to make sure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

## General Provisions

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

<b>Agency</b>	For purposes of the Policy, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed our agent.
<b>Workers' Compensation or State Disability Insurance</b>	This certificate does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.
<b>Communicating With you or your Employer</b>	<p>We may provide notices, information and other communications to you or your Employer in Written form.</p> <p>To protect our customers, we will abide by all applicable privacy laws and regulations.</p>
<b>Additional Services</b>	This certificate may include enrollment, risk management, financial protection, and other support services related to your Employer's benefit program.

**Active Employment**

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

Your work site must be:

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

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

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

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

Temporary and seasonal workers are excluded from coverage.

**Activities of Daily Living (ADLs)**

A person is considered unable to perform an Activity of Daily Living if the activity cannot be performed safely without the stand-by assistance or verbal cueing of another person. Activities of Daily Living include the following:

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

**Certificate of Coverage**

The document issued to the Employee, also referred to as the "certificate", describing an Insured's benefits and rights under the Policy, including any amendments, riders, endorsements, and other attachments to this certificate and the Policy.

**Children**

Any child from live birth to age 26 who is:

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

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

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

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

**Clinical Diagnosis**

A diagnosis based on the study of symptoms that meets the following criteria:

- a Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening;
- there is medical evidence to support the diagnosis; and
- a Physician is treating the Insured for Invasive Cancer, Non-Invasive Cancer, or Skin Cancer.

**Cognitively Impaired or Cognitive Impairment**

A deterioration or loss in intellectual capacity that requires another person's stand-by assistance or verbal cueing for an Insured's protection or for the protection of others. It is measured by clinical evidence and standardized tests which reliably measure impairment in:

- short or long term memory;
- orientation to people, places, or time; or
- deductive or abstract reasoning.

**Contributory Coverage**

Any amount of coverage for which you pay all or part of the premium. The maximum amount that you may be required to contribute to the cost of your coverage shall not exceed the premium charged for the amounts of your coverage.

**Covered Accident**

A bodily Injury sustained by an Insured, which is the direct cause of the loss, independent of disease or bodily infirmity and which:

- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

**Covered Condition**

Any Sickness, diagnosis, or loss listed in the Critical Illness Details section.

**Covered Loss**

A Covered Condition or Covered Accident for which benefits are payable under this certificate.

**Date of Diagnosis**

The date a Physician confirms or a test proves that a Covered Condition exists. Date of Diagnosis requirements vary by Covered Condition.

**Employee**

A person, also referred to as "you," who is in Active Employment in the United States with the Employer.

**Employer**

The Policyholder, including all United States divisions, subsidiaries, and affiliated companies of the named Policyholder for whose Employees premium is being paid.

**Enrollment Period**

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

**Hospital**

A licensed institution supervised by Physicians and operated pursuant to law on a full-time basis. The Hospital must:

- provide overnight care to people with Injuries or Sicknesses;
- have full-time Nurses on duty or on call who are supervised by a registered Nurse; and
- have X-ray equipment, a laboratory, and a surgical operating room at its locations or available to use on a pre-arranged basis.

For purposes of this certificate, the following hospital units meet the Glossary definition of

Hospital:

- Hospital Subacute ICU;
- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility; and
- a Subacute Rehabilitation Unit or Rehabilitation Unit.

<b>Injury</b>	Any damage or harm to the body that is the direct result of an accident and not related to any other cause. Injuries that occur prior to an Insured's Coverage Effective Date will be treated as any other Sickness.
<b>Insured</b>	Any person who has coverage under this certificate.
<b>Layoff</b>	Temporary absence from Active Employment for a period of time that has been agreed to in advance by your Employer.  Normal vacation time is not considered a temporary Layoff.
<b>Leave of Absence</b>	Temporary absence from Active Employment for a period of time under a leave granted in Writing by your Employer that is in accordance with your Employer's formal leave policies.  Normal vacation time is not considered a Leave of Absence.
<b>Material and Substantial Duties</b>	Duties that: <ul style="list-style-type: none"> <li>- are routinely required for the performance of your Regular Occupation; and</li> <li>- cannot be reasonably omitted or modified.</li> </ul>
<b>Nurse</b>	A healthcare professional trained to care for people with Injuries or Sicknesses. A Nurse may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).  We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Nurse for a claim that you send to us.
<b>Pathological Diagnosis</b>	A diagnosis made by a Pathologist based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of malignancy diagnosis must be in accordance with the standards set up by the American Board of Pathology.
<b>Pathologist</b>	A Physician licensed by the American Board of Pathology to practice pathological anatomy or a Physician certified by the Osteopathic Board of Pathology as an osteopathic pathologist.  We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Pathologist for a claim that you send to us.
<b>Payable Claim</b>	A claim for which we are liable for under the terms of this certificate.
<b>Physician</b>	A person performing tasks that are within the limits of his or her medical license and is also: <ul style="list-style-type: none"> <li>- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;</li> <li>- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or</li> <li>- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.</li> </ul>



We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.

<b>Plan</b>	Your Employer's Critical Illness Welfare Benefit Plan under ERISA, which includes this certificate, your Employer's Group Critical Illness Insurance Policy, and other benefit plan documents consistent with the Plan.
<b>Policy</b>	The Group Critical Illness Insurance Policy issued to the Policyholder, including this Certificate of Coverage and any amendments, riders, endorsements, and other attachments to this certificate and the Policy.
<b>Policyholder</b>	The entity to which the Policy is issued.
<b>Qualifying Life Event</b>	<p>An event including, but not limited to:</p> <ul style="list-style-type: none"> <li>- birth, adoption, or addition of a Child;</li> <li>- a change in legal marital status;</li> <li>- a change in employment status; or</li> <li>- death of an Insured.</li> </ul> <p>Qualifying Life Event coverage changes made in accordance with the Start of Coverage provisions must be consistent with the Qualifying Life Event.</p> <p>For further information regarding Qualifying Life Events, please refer to your Employer's Human Resource policy.</p>
<b>Sickness</b>	An illness or disease.
<b>Spouse</b>	<p>The person who is your partner through lawful marriage, civil union, domestic partnership (established by a declaration acceptable to us), or your legally separated Spouse.</p> <p>Your Spouse may not be Insured as both a Spouse and an Employee.</p>
<b>Surgical Procedure</b>	<p>The cutting into the skin or other organ to accomplish any of the following goals:</p> <ul style="list-style-type: none"> <li>- further explore the condition for the purpose of diagnosis;</li> <li>- take a biopsy of a suspicious lump;</li> <li>- remove diseased tissues or organs;</li> <li>- remove an obstruction;</li> <li>- reposition structures to their normal position;</li> <li>- redirect channels;</li> <li>- transplant tissue or whole organs;</li> <li>- implant mechanical or electronic devices;</li> <li>- repair an area that has been injured or affected by trauma, overuse, or Sickness; or</li> <li>- restore proper function.</li> </ul> <p>For purposes of this certificate, the following do not meet the Glossary definition of Surgical Procedure:</p> <ul style="list-style-type: none"> <li>- venipuncture (drawing blood);</li> <li>- lumbar puncture;</li> <li>- epidural steroid injections;</li> <li>- removal of skin tags; and</li> <li>- foreign body removal from the eye.</li> </ul>
<b>Unum Insurance Company</b>	Referred to as "Unum" and "we," "us," or "our."
<b>Writing or Written</b>	A record on or transmitted by paper, electronic, or telephonic media consistent with applicable law.

**Be Well Benefit**

We encourage our Insureds to maintain a healthy lifestyle. For those who take precautionary measures by receiving routine health screenings, we offer a Be Well Benefit. This is an annual cash benefit that may be claimed after completing an eligible Be Well Screening, and may be used to help with monetary expenditures such as transportation, missed work, or other incidentals.

For the purpose of determining your coverage and eligibility for the Be Well Benefit, all terms and provisions of your Certificate of Coverage apply unless modified below.

**Policyholder:** Champlain College, Inc.

**Policy Number:** 682817 011

**Policy Effective Date:** January 1, 2021

**Be Well Benefit Effective Date:** January 1, 2021

**Eligible Group(s)**

All Employees in Active Employment in the United States working a minimum of 37.5 hours per week.

**Paying for Coverage** The Be Well Benefit is automatically included in the cost of your Critical Illness Insurance coverage.

**Be Well Benefit**

*Option A*

<b>For You</b>	<b>For your Spouse</b>	<b>For your Children</b>
Employee Coverage Amount of \$10,000: \$50	Employee Coverage Amount of \$10,000: \$50	Employee Coverage Amount of \$10,000: \$50

*Option B*

<b>For You</b>	<b>For your Spouse</b>	<b>For your Children</b>
Employee Coverage Amount of \$20,000: \$75	Employee Coverage Amount of \$20,000: \$75	Employee Coverage Amount of \$20,000: \$75

*Option C*

<b>For You</b>	<b>For your Spouse</b>	<b>For your Children</b>
Employee Coverage Amount of \$30,000: \$100	Employee Coverage Amount of \$30,000: \$100	Employee Coverage Amount of \$30,000: \$100

**Be Well Benefit Payment** Each Insured is eligible to receive a maximum of one Be Well Benefit per Calendar year.

**Conditions**

The Be Well Benefit will become payable provided the following conditions are met:

- the date of the Be Well Screening is after the Be Well Benefit Effective Date; and
- an Insured's coverage is in force.

**Be Well Screenings**

Cholesterol and Diabetes	Eligible screenings include, but may not be limited to: blood test for triglycerides, fasting plasma glucose (FPG), fasting blood glucose test, hemoglobin A1C(HbA1c), Serum cholesterol test to determine total, HDL and LDL cholesterol levels, two hour post-load plasma glucose.
Cancer	Eligible screenings include, but may not be limited to: colonoscopy, virtual colonoscopy, CEA (blood test for colon cancer), low-dose computerized tomography (CT) (imaging study for lung cancer), double-contrast barium enema, fecal immunochemical testing, fecal DNA testing, PSA (blood test for prostate cancer), bone marrow testing, serum protein electrophoresis (blood test for myeloma), dermatological screenings for skin cancer, flexible sigmoidoscopy, hemoccult stool analysis, pap smear, thin prep pap test, cytology (PAP) smear, CA 15-3 (blood test for breast cancer), CA-125 (blood test for ovarian cancer), BRCA1 or BRCA2 testing.
Cardiovascular Function	Eligible screenings include, but may not be limited to: echocardiogram, electrocardiogram, stress test on a bicycle or treadmill, myocardial perfusion imaging.
Imaging Studies	Eligible screenings include, but may not be limited to: chest x-ray, carotid ultrasound (Doppler), mammography, breast ultrasound, breast MRI, breast thermography, transvaginal ultrasound, bone density scans, aortic ultrasound.
Annual Examinations by a Physician	Eligible examinations include sports physicals, annual exams for adults, and well-child visits.
Immunizations	Eligible immunizations include, but may not be limited to: HPV, Hepatitis B, chicken pox, MMR, meningitis, tetanus, pneumonia, influenza.

## GROUP CRITICAL ILLNESS

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

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

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

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

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

The states of **Florida and Maryland** require us to advise residents of these states that if your Certificate was issued in a jurisdiction other than the state in which you reside, it may not provide all of the benefits required by the laws of your residence state.

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

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

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#### For residents of Alaska:

The **Filing a Claim** provision for Claim Forms in the **Claims Provisions** section of the certificate is amended so that claim forms will be sent to you within 10 working days from the date we receive the notice of a claim.

The **Claim Procedures** provision in the **Claims Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim is within 30 days after receipt of satisfactory Written Proof of Loss.

A **Payment of Interest** provision has been added to the **Claims Provisions** section of the certificate as follows:

Any benefit payment issued after 30 days from the date we receive satisfactory Written Proof of Loss will accrue simple interest on the net benefit amount at the rate of 15% per year. Interest will accrue beginning on the day following the date that the benefit payment was due and ending on the date we make that benefit payment.

For purposes of this provision, a benefit payment is considered paid on the date payment is mailed or transmitted electronically.

The **Overpayment of Claims** provision in the **Claim Provision** section of the certificate is amended by limiting the right to recover overpayments to 365 days from the date the claim was paid. This provision reads as follows:

We have the right to recover any overpayments made on a prior claim up to 365 days from the date the claim was paid. However, in the event that we have clear and documented proof of Fraud or other intentional misconduct, we have the right to recover any overpayments at any time. In any event, we will provide Written notice at least 30 days before we seek recovery of an overpayment. Written notice will include adequate information to identify the specific claim and the specific reason for the recovery.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum. This may include reducing or withholding future payments.

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

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

The **Children** definition in the **Glossary** section of the certificate is amended for a Child who is incapable of self-sustaining employment due to permanent intellectual or physical incapacity as follows:

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance. You must submit proof of the Child's incapacity and dependency to us in order to continue coverage that would have otherwise ended due to age. Ongoing proof of incapacity and dependency must be provided when requested by us.

#### **For residents of Colorado**

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or occurring as a result of injuring oneself intentionally or attempting or committing suicide, whether sane or not is applied only if you were sane when the event occurred.

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

The *Date of Diagnosis* for **Amyotrophic Lateral Sclerosis (ALS)**, a Covered Condition found under Progressive Diseases in the **Critical Illness Details** section of the certificate, is amended as follows:

The date a Physician diagnoses the Insured with Amyotrophic Lateral Sclerosis (ALS)

The *Date of Diagnosis* for **Dementia (including Alzheimer's Disease)**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate, is amended as follows:

The date the Insured is Cognitively Impaired due to Dementia (including Alzheimer's Disease) as diagnosed by a Physician.

The *Date of Diagnosis* for **Multiple Sclerosis (MS)**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate, is amended as follows:

The date a Physician diagnoses the Insured with Multiple Sclerosis (MS). The diagnosis must be supported one or more of the following:

- two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- well-defined neurological abnormalities lasting more than six months, confirmed by MRI of the nervous system, showing multiple lesions of demyelination; or
- a single attack, confirmed by repeated MRI of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.

The *Date of Diagnosis* for **Parkinson's Disease**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate, is amended as follows:

The date a Physician diagnoses the Insured with Parkinson's Disease. The Insured must exhibit two or more of the following clinical manifestations for a period of at least 90 days:

- muscle rigidity;
- tremor; and
- bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses).

**Spina Bifida**, a Covered Condition found under **Additional Critical Illnesses for your Children** in the **Critical Illness Details** section of the certificate, is amended as follows:

- 1) the provision name reads "Severe Spina Bifida"

2) the Condition Definition reads:

A birth defect of the spine where there is incomplete closing of the backbone and membranes around the spinal cord, resulting in hernial protrusion of the meninges or spinal cord.

For purposes of this benefit, a diagnosis of spina bifida occulta does not meet the Condition Definition for Spina Bifida.

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended as follows:

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

- participation in a felony;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot or insurrection. This does not include civil commotion or disorder, injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the armed forces of any nation or authority, including the National Guard, or similar government organizations;
- voluntary use of alcohol or drugs or treatment for alcoholism or drug addiction unless taken as prescribed or directed by the Insured's Physician.

Additionally, no benefits will be paid for a Date of Diagnosis that occurs prior to the Coverage Effective Date.

The **Pre-existing Condition** provision in the **Critical Illness Details** section of the certificate is amended so that the number of months prior to the Insured's coverage effective date referenced in that section is no more than 6 months.

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

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or occurring as the result of injuring oneself intentionally or attempting or committing suicide, whether sane or not, is amended by removing the phrase, "or attempting or committing suicide."

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

For purposes of the *Date of Diagnosis* in "**Cerebral Palsy**", "**Cleft Lip or Cleft Palate**", "**Down Syndrome**", or "**Spina Bifida**" under the **Additional Critical Illnesses for your Children** in the **Critical Illness Details** section of the certificate, Children are defined as any Children born to age 26.

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended so that any exclusions for claims caused by, contributed to by, or occurring as the result of:

- injuring oneself intentionally or attempting or committing suicide, whether sane or not,
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician;
- being intoxicated;

are removed.

The **Pre-existing Condition** provision in the **Critical Illness Details** section of the certificate is amended so that the number of months prior to the Insured's Coverage Effective Date referenced in that section is no more than 6 months and the rest of the text reads as follows:.

An Insured has a Pre-existing Condition if, within the 6 months just prior to their Coverage Effective Date, they have an Injury or Sickness for which:

- medical advice, treatment, care or services, or diagnostic measures were received or recommended to be received during that period;
- drugs or medications were taken, or prescribed to be taken during that period; or
- symptoms existed

The **Overpayment of Claims** provision in the **Claim Provision** section of the certificate is amended by limiting the right to recover overpayments to 12 months from the date of payment. This provision reads as follows:

We have the right to recover any overpayments for up to 12 months due to:

- Fraud;
- Misstatement of Information;
- any error we make in processing a claim; or
- Earnings.

The 12 months we have to recover overpayments will begin:

- for Fraud, on the date the Department of Insurance (DOI) determines insufficient evidence of Fraud exists. If we suspect a claim is overpaid as the result of Fraud, we will report the activity and evidence to the DOI;
- for reasons other than Fraud, including error, omissions, misstatement, misrepresentation, or concealment of information, on the date we have actual knowledge of the invalid claim, overpayment, or other incorrect payment. We will not request reimbursement of an unpaid claim not the result of fraud more than 24 months from the date of payment, regardless of the date we obtain actual knowledge of the invalid claim, overpayment, or other incorrect information.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum. This may include reducing or withholding future payments.

The **Representations in Applications** provision in the **General Provisions** section of the certificate is amended to read:

In the absence of Fraud, any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

For purposes of the definition of **Children** in the **Glossary** section of the certificate, Children are defined as any Children born to age 26.

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

The **Contestability** provision in the **Policy Provisions** section of the Policy has been amended to remove reference to Fraud. Language has been replaced to read as follows:

However, in the event of nonpayment of premium by the Insured or the Policyholder, we can take action at any time under the provision titled Cancellation or Modification of this Policy by Us and as permitted by applicable law.

The minimum hours requirement of the **Eligible Groups** provision in the **Critical Illness Highlights** section of the certificate is amended to cover eligible employees working at least 15 hours per week.

The days an Insured must be confined to a Hospital, in the Condition Definition for **Infectious Disease**, a Covered Condition found under **Supplemental Critical Illnesses** in the **Critical Illness Details** section of the certificate, is amended to read 7 or more consecutive days.

The time period for a follow-up confirmatory antibody test to be taken, in the Date of Diagnosis for **Occupational Human Immunodeficiency Virus (HIV) or Hepatitis**, a Covered Condition found under **Supplemental Critical Illnesses** in the **Critical Illness Details** section of the certificate, is amended to read between 180 and 270 days.

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or occurring as the result of being engaged in an illegal occupation or activity, is amended by removing the phrase, "or activity."

The Exclusions provision in the Critical Illness Details section of the certificate is amended so that any exclusions for claims caused by, contributed to by, or occurring as the result of:

- being intoxicated;

is removed.

The **Pre-existing Condition** provision in the **Critical Illness Details** section of the certificate is amended so that the number of months prior to the Insured's Coverage Effective Date referenced in that section is no more than 6 months. The number of months after the Insured's Coverage Effective Date referenced in that section is no more than 6 months.

The **Claim Procedures** provision in the **Claims Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim is within 30 days.

The **Appeal Procedures** provision in the **Claims Provisions** section of the certificate is amended to reflect that the appeals specialist is a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate or the supervisor of the person making the initial determination.

The **Assignment** provision in the **General Provisions** section of the certificate is amended to reflect that in no event may an Insured's assignee be a healthcare provider.

The **Contestability** provision in the **General Provisions** section of the certificate has been amended to remove reference to Fraud. The last sentence has been replaced to read as follows:

However, in the event of nonpayment of an Insured's premium, we can take action at any time under the provision titled Cancellation or Modification to the Policy and this Certificate of Coverage and as permitted by applicable law.

The **Additional Services** provision in the **General Provisions** section of the certificate and in the **Policy Provisions** section of the Policy is removed.

The **Injury** definition in the **Glossary** section of the certificate is amended to read "Any damage or harm to the body."

The **Be Well Benefit** is called the **Health Screening Benefit**.

#### **For residents of South Dakota**

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended so that any exclusions for claims caused by, contributed to by, or occurring as the result of:

- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician;
- being intoxicated;

are removed.

The **Pre-existing Condition** provision in the **Critical Illness Details** section of the certificate is amended so that the number of months prior to the Insured's coverage effective date referenced in that section is no more than 6 months.

#### **For residents of Texas**

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

##### **Payment of Benefits**

Benefits for which we are liable will be paid after we complete the Claims Procedures. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits. Benefits for Children who are receiving financial and medical benefits through the Texas Department of Human Services will be paid to the Texas Department of Human Services whenever:



- the Texas Department of Human Services is paying benefits pursuant to Chapters 31 and 32 of the Human Resources Code, i.e., financial and medical assistance service programs administered pursuant to the Human Resources Code;
- the parent who is covered by this certificate has possession or access to the Child pursuant to a court order, or is not entitled to access or possession of the and is required by the court to pay child support; and
- we are notified at the time of claim that the Child is receiving financial and medical assistance.

In addition, benefits for Children may also be paid to a possessory or managing conservator of the Child if the appointment for that Child was issued by a court in this or another state. In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision or, if required, to the Texas Department of Human Services.

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

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

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or occurring as the result of committing or attempting to commit a felony; being engaged in an illegal occupation or activity; or active participation in a riot, insurrection, or terrorist activity is applied only if you were a voluntary participant.

The **Pre-existing Condition** provision in the **Critical Illness Details** section of the certificate is amended so that the first and second numbers are no more than 6.

The **Pathological Diagnosis** definition in the **Glossary** section of the certificate is amended as follows:

A diagnosis made by a Physician based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of malignancy diagnosis must be in accordance with the standards set up by the American Board of Pathology.

The **Physician** definition in the **Glossary** section of the certificate is amended as follows:

A person performing tasks that are within the limits of his or her medical license.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.

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

The minimum hours requirement of the **Eligible Groups** provision in the **Critical Illness Highlights** section of the certificate is amended to cover eligible employees working at least 17.5 hours per week.

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or occurring as the result of oneself intentionally or attempting or committing suicide, whether sane or not is applied only if you were sane when the event occurred.

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended so that any exclusions for claims caused by, contributed to by, or occurring as the result of:

- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician; and
- being intoxicated;

are removed.

The **Autopsy** provision in the **Claim Provisions** section of the certificate is amended so that when we request an Autopsy where it is allowed by law, and not prohibited by the Insured's religion, it will be at our expense.

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

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

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

The **Covered Accident** definition in the **Glossary** section of the certificate is amended as follows:

A bodily Injury sustained by an Insured, which is the direct cause of the loss, independent of disease or bodily infirmity and which:

- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

## ERISA

### Additional Summary Plan Description Information

If the Policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. These provisions, together with your Certificate of Coverage, constitute the summary plan description. The summary plan description and the Policy constitute the Plan. Benefit determinations are controlled exclusively by the Policy, your Certificate of Coverage and the information contained in this document.

**Name of Plan:**

Champlain College, Inc. Plan

**Name and Address of Employer:**

Champlain College, Inc.  
163 South Willard Street  
P.O. Box 670  
Burlington, Vermont  
05402

**Plan Identification Number:**

- a. Employer IRS Identification #: 03-0220266
- b. Plan #: 501

**Type of Welfare Plan:**

Critical Illness

**Type of Administration:**

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

**ERISA Plan Year Ends:**

December 31

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

Champlain College, Inc.  
163 South Willard Street  
P.O. Box 670  
Burlington, Vermont  
05402  
(802) 865-5733 EXT. 2739

Champlain College, Inc. is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator may designate Trustees of the Plan, in which case the Administrator will advise you separately of the name, title and address of each Trustee.

**Agent for Service of Legal Process on the Plan:**

Champlain College, Inc.  
163 South Willard Street  
P.O. Box 670  
Burlington, Vermont  
05402

Service of legal process may also be made upon the Plan Administrator, or a Trustee of the Plan, if any.

**Funding and Contributions:**

The Plan is funded by insurance issued by Unum Insurance Company, 2211 Congress Street, Portland, Maine 04122, under 682817 011. Contributions to the Plan are made as stated under Paying for Coverage in the Certificate of Coverage.

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

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

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

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

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

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

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

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

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

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

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

### **Your Rights Under ERISA**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

#### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon Written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

#### Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

# Privacy Notice

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

## COLLECTING INFORMATION

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

## SHARING INFORMATION

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

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

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

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

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

## SAFEGUARDING INFORMATION

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

## ACCESS TO INFORMATION

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

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

## CORRECTION OF INFORMATION

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

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

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

### **COVERAGE DECISIONS**

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

### **CONTACTING US**

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

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

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

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