



**Group Life Insurance Benefit**

**Municipal Insurance Trust of North Carolina**

**Policy No. 010600-0006**

**Underwritten by: Provident Life and Accident Insurance Company**

**(7-11)**

**PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY**  
**1 Fountain Square**  
**Chattanooga, Tennessee 37402**  
**(423) 294-1011**

**GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT  
INSURANCE CERTIFICATE**

**POLICYHOLDER** Municipal Insurance Trust of North Carolina  
308 West Jones Street  
Raleigh, NC 27603 -3069

**POLICY NUMBER** 010600-0006

**EFFECTIVE DATE** October 1, 2005

**POLICY ANNIVERSARY DATE** Each July 1st

**JURISDICTION** North Carolina

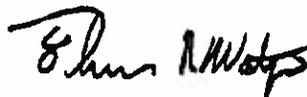
We certify that you are covered under a group Policy (herein called the "Policy") for the coverages indicated in your **Schedule of Insurance**. The Policy is a contract between the Policyholder and Provident Life and Accident Insurance Company. It may be changed or terminated only by those parties alone and constitutes the agreement under which benefits are paid.

This Certificate summarizes the provisions of the Policy as they may affect you. It is not the contract of Insurance; it is the evidence of Insurance under the Policy.

In this Certificate "you" and "your" refer to the Covered Persons. "We," "us," and "our" mean Provident Life and Accident Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings and references to them appear in boldface type.



**VICE-PRESIDENT, CORPORATE  
SECRETARY AND ASSISTANT  
GENERAL COUNSEL**



**PRESIDENT AND  
CHIEF EXECUTIVE OFFICER**

**Read Your Policy Carefully**  
**Important Cancellation Information - Read the Provision Entitled,**  
**"When Insurance Ends," Found on Page 14.**

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## SECTION I - INSURING CLAUSE

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If you die or suffer a Loss while insured for life insurance under the Policy, we will pay the benefit to your Beneficiary according to the terms of the Policy, after we receive satisfactory proof of death or Loss.

## SECTION II - SCHEDULE OF INSURANCE

This Schedule of Insurance highlights many of the features of your employee life, dependent life, and employee AD&D insurance. Please refer to the text of each section for full details of insurance.

The following information describes all covered Employers and subsidiaries and identifies the class(es) and schedule(s) in effect under the Policy.

**EMPLOYER** Participating Employer Members of  
Municipal Insurance Trust of North Carolina

**SUBSIDIARY NAME** None

### ELIGIBILITY

To be eligible for coverage, you must: (a) apply for coverage under the Policy when required; (b) be an Eligible Person; and (c) be a member of an Eligible Class.

To be an Eligible Person, you must meet the following requirements:

1. be an employee Actively at Work for the Employer;
2. be regularly scheduled to work at least 20 hours per week;
3. be an elected official or auxiliary personnel of a participating member who elects to include elected officials or auxiliary personnel without regard to a minimum hour requirement;
4. be a citizen or legal resident of the United States or its territories or Canada;
5. not be a temporary or seasonal employee; and
6. not be a full-time member of the armed forces of any country; or
7. be a retiree of a participating governmental unit that has elected to provide retiree coverage.

### ELIGIBLE CLASS(ES)

All eligible employees of participating governmental units including auxiliary employees and elected officials as determined by the governmental unit and retirees of participating government units that elected to provide retiree coverage

### CLASS DESCRIPTION

Please see certificate insert for Class Description

### COVERED PERSON

To be a Covered Person under the Policy, you must: (a) be an Eligible Person; (b) be accepted for coverage under the Policy; (c) make premium payments when due (if required); (d) complete the Eligibility Waiting Period; and (e) meet the requirements of Actively at Work and When Insurance Starts in the section entitled Coverage Provisions.

## **SECTION II - SCHEDULE OF INSURANCE (Continued)**

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### **ELIGIBILITY WAITING PERIOD**

**For all eligible employees of participating governmental units, auxiliary personnel and elected officials as determined by the governmental unit**

You will become covered under the policy on the Policy's effective date if you are an Eligible Person on that date. Otherwise you will become covered on the later of the first day after 1 month as an Eligible Person. If your governmental unit has a waiting period greater than 1 month, your coverage will become effective on the first day of the satisfactory completion of your governmental unit's waiting period.

If you were covered under the Prior Plan on the day before the effective date of the Policy, your Eligibility Waiting Period may be waived as of the Policy's effective date. Prior Plan means the Employer's group life insurance plan is in effect on the day before the effective date of the Policy.

### **EVIDENCE OF INSURABILITY REQUIREMENTS**

You are required to provide Evidence of Insurability when:

1. you apply for coverage under Late Enrollment;
2. you apply for coverage in excess of the Guaranteed Issue Amount;
3. your coverage under the Policy ends and you apply for reinstatement;
4. you were eligible but not covered under the Prior Plan; or
5. you were declined coverage under the Prior Plan.

See Evidence of Insurability requirements in the section entitled **Coverage Provisions**.

### **EMPLOYEE LIFE INSURANCE BENEFITS**

Please see certificate insert for **EMPLOYEE LIFE INSURANCE BENEFITS**.

### **OPTIONAL EMPLOYEE LIFE INSURANCE**

Please see certificate insert for **OPTIONAL LIFE INSURANCE**.

### **DEPENDENT LIFE INSURANCE BENEFITS**

Please see certificate insert for **DEPENDENT LIFE INSURANCE BENEFITS**.

### **EMPLOYEE AD&D INSURANCE BENEFITS**

Please see certificate insert for **EMPLOYEE AD&D INSURANCE BENEFITS**.

Employee AD&D Insurance Benefits not applicable to retirees.

## SECTION III - DEFINED TERMS

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### LIST OF DEFINED TERMS

The page numbers shown below indicate the page on which each term is defined. For terms defined by an entire section, the page numbers shown below indicate where the section begins.

Accidental Injury, 12	Employer, 7
Actively at Work, Active Work, 14	Evidence of Insurability, 8
Annual Earnings, 7	Family and Medical Leave, 15
Beneficiary, 7	Illness, 8
Children, Child, 16	Injury, 8
Contributory, 7	Late Enrollment, 8
Conversion Period, 10, 13	Loss, 12
Conversion Privilege, 10	Noncontributory, 8
Covered Person, 5	Physician, 8
Eligibility Waiting Period, 7	Policy, 8
Eligible Class, 5	Policyholder, 8
Eligible Dependents, 16	Proof of Loss, 19
Eligible Person, 5	Spouse, 16
	Terminally Ill, Terminal Illness, 9

### DEFINITIONS

**ANNUAL EARNINGS** means your annual earnings received from the Employer which are used to determine group life insurance benefits. The compensation used to determine your Annual Earnings is shown in **Section II - Schedule of Insurance**.

**BENEFICIARY** means a person or persons you name to receive death benefits.

You may name anyone as your Beneficiary by providing, in writing, the name or names at the office of the Employer on the appropriate form.

You may change your Beneficiary at any time by giving notice in writing to the Employer. The effective date of the change is the date the request is signed. However, Provident is not liable for any amount paid before we receive written notice of the change.

If you name more than one Beneficiary, they will share equally unless you provide otherwise. If a named Beneficiary does not survive you, the benefit will be shared equally by any remaining named Beneficiaries.

If there is no named Beneficiary, or none survive you, the benefit will be paid in equal shares to the first surviving class in the following order:

1. your Spouse;
2. your Children;
3. your parents;
4. your brothers and sisters; and
5. your estate.

Payment made before we have received written notice at our Home Office of any claim by some other person releases us from further obligation.

**CONTRIBUTORY** means that insurance purchased under the Policy is paid for in full, or in part, by you.

**ELIGIBILITY WAITING PERIOD** means the period you must wait before coverage becomes effective under the Policy.

**EMPLOYER** means Participating Employer Members of Municipal Insurance Trust of North Carolina named in Section II – Schedule of Insurance.

## SECTION III - DEFINED TERMS (Continued)

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**EVIDENCE OF INSURABILITY** means you must:

1. complete and sign our health and medical history form(s);
2. sign our form authorizing us to obtain information about your health and medical history;
3. at your expense, undergo a physical examination, if required by us, which may include blood testing; and
4. at your expense, provide any additional information about your insurability that we may reasonably require.

**ILLNESS** means sickness or disease, including pregnancy, requiring treatment by a Physician.

**INJURY** means an accidental bodily Injury requiring treatment by a Physician.

**LATE ENROLLMENT** means you have applied for Contributory insurance 31 days or more after the date you first became an Eligible Person.

**NONCONTRIBUTORY** means insurance purchased under the Policy is paid for in full by the Policyholder.

**PHYSICIAN** means a licensed medical professional, diagnosing and treating you within the scope of the Physician's medical license. A Physician does not include:

1. yourself;
2. the Employer; or
3. anyone related to you by blood, marriage, or adoption.

**POLICY** means the master Policy issued by us to the Policyholder and identified by the Policy Number.

**POLICYHOLDER** means the entity named on the Face Page of the Policy.

## SECTION IV - EMPLOYEE LIFE INSURANCE

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### BENEFIT

If you die while insured for employee life insurance, we will pay the benefit to your Beneficiary according to the terms of the Policy, after we receive satisfactory proof of death.

### OPTIONAL METHOD OF PAYMENT

There are methods of payment available by which the benefit is paid in installments. You or your Beneficiary may elect one of these optional methods of payment by sending us a written request. Please contact the Employer for information.

### LIVING BENEFIT

*Please note that you may have to pay income tax on the Living Benefit. You should consult your personal tax advisor before requesting this benefit.*

If you become Terminally Ill while your employee life insurance is in effect, you may apply to receive a portion of your insurance benefit while you are living. You may elect any amount up to a percentage of your employee life insurance benefit, after any age reduction, as of the day we approve your application. The percentage, the maximum Living Benefit payment, and the minimum amount of insurance required for this benefit are shown in **Section II - Schedule of Insurance**.

An interest charge will be deducted from the Living Benefit payment to reflect the cost of providing this benefit in advance of death.

Your application must be accompanied by a Physician's written certification that you are Terminally Ill. To be considered Terminally Ill, you must be expected to die within the time period shown in **Section II - Schedule of Insurance**, as measured from the date of the certification.

Your application must be satisfactory to Provident. We may have you examined by a Physician of our choice, at our expense.

If we approve your application, we will pay the Living Benefit provided you are living at that time. We will make only one such Living Benefit payment during your lifetime.

Upon your death, any life insurance benefit that would otherwise be paid will be reduced by the amount of the Living Benefit including any Living Benefit paid under a previous plan of group life insurance with the Employer. You must be insured at the time of death in order to be eligible for the remaining benefit. Premiums for the remaining death benefit must be paid, unless you are eligible for waiver under a disability provision elsewhere in the Policy.

If you elect to convert your insurance under the Conversion Privilege, the amount you would otherwise be eligible to convert will be reduced by the amount of the Living Benefit including any Living Benefit paid under a previous plan with the Employer.

The Living Benefit will not be paid if:

1. the amount of your life insurance benefit is less than the minimum required;
2. you have assigned your life insurance;
3. we have been notified that some portion of your life insurance benefit is to be paid to a former Spouse as part of a divorce agreement; or
4. your Terminal Illness is a result of attempting suicide or an intentionally self-inflicted injury.

## SECTION IV - EMPLOYEE LIFE INSURANCE (Continued)

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### CONVERSION PRIVILEGE

You may convert your employee life insurance to an individual policy in the following situations:

1. if your life insurance ends because your employment ends, or because you leave the Eligible Class, you may convert all or a part of your insurance to an individual policy; or
2. if your life insurance ends because the Policy ends or because of a change in the Eligible Class, you may convert to an individual policy under the following conditions:
  - (a) your insurance must have been in effect for at least 5 years. Coverage under a previous group life insurance policy with the Employer will apply toward the 5-year period;
  - (b) the maximum amount you may convert is the lesser of: (i) the amount of your insurance under the Policy, minus any other group life insurance for which you become eligible within 31 days after the Policy ends or is amended, or (ii) \$10,000; or
3. if your life insurance was being continued because of disability, and that continuation then ceases, you may convert all or part of your insurance, unless you return to work with the Employer and you are insured by Provident as an active employee. However, if the Policy has already terminated when your continuation ceases, then your Conversion Privilege is limited as described in (a) and (b) of item 2 above.

To convert, application must be made in writing and the first premium paid within 31 days after the insurance ends (the Conversion Period). Evidence of Insurability is not required. The conversion policy will become effective at the end of the Conversion Period.

If you die during the Conversion Period, we will pay a life insurance benefit equal to the maximum amount that could have been converted.

The individual policy may be on any form we then issue for the amount chosen, except term insurance. Waiver of premium, accidental death, or other optional provisions or riders are not available under the individual policy.

### PORTABILITY OF OPTIONAL EMPLOYEE LIFE

If your optional life insurance ends because:

1. your job with the Employer ends for reasons other than Illness or Injury, or
2. your job changes so that you are no longer in the Eligible Class,

you may continue your Optional life insurance by paying the premiums directly to Provident. You must apply for portable coverage and pay the first premium within 31 days after the date your coverage ended.

To be eligible for this portability feature, you must be under age 65 when your coverage under this Policy ends. This feature is not available if you are entering full-time military service, except for temporary service of 2 weeks or less.

You may elect to continue any portion of your benefit up to the amount in effect on the day your coverage ends. The Maximum Amount that can be ported is the lesser of the plan maximum shown in **Section II – Schedule of Insurance** or \$500,000 for all policies with Provident. The Minimum Amount that can be ported is \$10,000.

Portability is not available if the insurance ends because:

1. your job terminates because of Illness or Injury;
2. the Policy is terminated or amended; or you failed to make a required premium contribution.

If you elect portability, your continued coverage will be governed by the terms of the Group Life Portability Policy issued to the Trustees of the Group Life Insurance Trust. The premiums will be at the group rates established for the Trust Agreement. You may obtain information from the Employer on the benefit features and pricing of this coverage. Portability coverage will terminate on the date you reach age 65, or when you fail to make a required premium payment.

## SECTION IV - EMPLOYEE LIFE INSURANCE (Continued)

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Any portion of your Optional life insurance that you do not elect for portability may be converted to an individual policy according to the Conversion Privilege. The amount you choose to convert, plus the amount you elect for portability cannot exceed your Optional life insurance benefit.

## SECTION V - EMPLOYEE AD&D INSURANCE

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### BENEFIT

The accidental Losses that are eligible for benefit are shown in Section II - Schedule of Insurance. If you suffer a Loss due to Accidental Injury while insured for Accidental Death & Dismemberment Insurance, we will pay the benefit according to the terms of the Policy. You must be insured for this benefit on the date of the accident, and the Loss must occur within the time period shown in Section II - Schedule of Insurance.

Accidental Injury means a bodily Injury that is a direct result of an accident and not related to any other cause.

The benefit for the accidental Loss of your life will be paid to your Beneficiary. All other benefits will be paid to you.

Loss is defined as follows:

1. Loss of a hand means total severance at or above the wrist;
2. Loss of a foot means total severance at or above the ankle joint;
3. Loss of sight, speech, or hearing means the entire and irrevocable loss of the function;
4. Loss of thumb and index finger means total severance of each at or above the joint closest to the wrist, without loss of the entire hand;
5. Loss of use of hands or feet means total and irrevocable loss of voluntary movement;
6. Total paralysis of both arms and legs for quadriplegia;
7. Total paralysis of both legs for paraplegia;
8. Total paralysis of the arm and leg on the same side of the body for hemiplegia.

### EXCLUSIONS

Benefits are not paid for Losses caused directly or indirectly, wholly or partly by:

1. physical or mental disease, pregnancy, hernia, ptomaine;
2. medical or surgical treatment, except surgical treatment required by the accident and performed within 90 days after the accident;
3. infections, except those that occur through a wound at the time of the accident;
4. suicide or intentionally self-inflicted injury, whether sane or insane;
5. war or act of war, whether declared or not, civil or international;
6. Injury while riding in any aircraft not licensed to carry passengers or not operated by a duly licensed pilot;
7. Injury while acting as pilot, student pilot, crew member, flight instructor, or examiner on any aircraft;
8. committing, or attempting to commit, an assault, felony or any criminal offense, or active participation in a riot;
9. voluntary use of any controlled substance, as defined by statute, unless used as directed by a Physician;
10. operation by the insured person of a motor vehicle or motor boat if, at the time of the Injury, the insured person's blood alcohol concentration is greater than the legal limit;
11. overdose of any medicine if not taken as prescribed by a Physician.

## SECTION VI - DEPENDENT LIFE INSURANCE

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### BENEFIT

If an Eligible Dependent dies while insured for dependent life insurance, we will pay you the benefit according to the terms of the Policy, after we receive satisfactory proof of death. If you are not living, we will pay the benefit to your estate.

### OPTIONAL METHOD OF PAYMENT

There are methods of payment available by which the benefit is paid in installments. You or your Beneficiary may elect one of these optional methods of payment by sending us a written request. Please contact the Employer for information.

### CONVERSION PRIVILEGE

The insurance on an Eligible Dependent may be converted to an individual policy if the life insurance on the dependent ends because:

1. you die, or your employment terminates;
2. you leave the Eligible Class; or
3. the dependent is no longer eligible;

then all or part of the dependent's insurance may be converted to an individual policy.

If the life insurance on the dependent ends because the Policy ends or because the Policy is amended, then all or part of the dependent's insurance may be converted to an individual policy under the following conditions:

1. the life insurance on the dependent must have been in effect for at least 5 years. Coverage under a previous group life insurance policy with the Employer will apply toward the 5-year period; and
2. the maximum amount that may be converted is the lesser of: (i) the amount of dependent insurance under the Policy, minus any other group life insurance for which the dependent becomes eligible within 31 days after the Policy ends or is amended, or (ii) \$10,000.

To convert, application must be made in writing and the first premium paid within 31 days after the insurance ends (the Conversion Period). Evidence of Insurability is not required. The Conversion policy will become effective at the end of the Conversion Period.

If the dependent dies during the Conversion Period, we will pay a life insurance benefit equal to the maximum amount that could have been converted.

The individual policy may be on any form we then issue for the amount chosen, except term insurance. Waiver of premium, accidental death, or other optional provisions or riders are not available under the individual policy.

## SECTION VII - COVERAGE PROVISIONS

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### WHEN INSURANCE STARTS

For Noncontributory insurance, your employee insurance starts as soon as you become eligible, provided you are Actively at Work at that time. However, any insurance requiring Evidence of Insurability will start on the date we approve the application for that insurance.

For Contributory insurance, your employee insurance starts as soon as you become eligible, provided you are Actively at Work at that time. The start of any insurance will be delayed, however, as follows:

1. if you have not yet enrolled for Contributory insurance, the insurance will start when you submit the appropriate forms, provided it is within 31 days of when you first became eligible for the insurance. If you enroll after the 31-day period, you must submit Evidence of Insurability acceptable to Provident; and
2. any insurance requiring Evidence of Insurability will start on the date we approve the application for that insurance.

### ACTIVELY AT WORK REQUIREMENT

Active Work and Actively at Work mean you are performing your regular job duties for the Employer.

If you are not Actively at Work on the date your insurance would otherwise start, it will start as soon as you return to Active Work and are performing your regular job duties.

If you are not at work on the date your insurance would otherwise start because of vacation, holiday, or because it is not a regular workday, your insurance will still start that day if you are not disabled on that day, and you were Actively at Work on your last scheduled work day.

### CHANGES IN AMOUNT OF INSURANCE

Changes in the amount of insurance due to a change in your Annual Earnings, job classification, or age will start on the effective date described in Section II - Schedule of Insurance.

You must be Actively at Work for any increase in your insurance to start. Any increase in life insurance above the Guaranteed Issue Limit will require Evidence of Insurability acceptable to Provident.

### WHEN INSURANCE ENDS

Your insurance for any benefit will end on the earliest of the following dates:

1. the date the Policy terminates;
2. the date your job classification is no longer eligible for the benefit;
3. the date you leave the Eligible Class;
4. with respect to Contributory insurance, the date ending the period for which your last premium payment was made;
5. the date you enter active military service, except for temporary duty of 2 weeks or less; or
6. the date your active full-time employment with the Employer ends.

If your employment ends because of lay-off, strike, leave of absence (other than for active military service), or disability, the Employer may continue your insurance by continuing to remit the appropriate premium. Such continuation, if any, would be according to the uniform rules established by the Employer. In no event will this continuation exceed the Lay-Off or Leave of Absence Period shown in Section II - Schedule of Insurance.

## SECTION VII - COVERAGE PROVISIONS (Continued)

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### CONTINUATION OF COVERAGE DURING FAMILY AND MEDICAL LEAVE

You may continue your own and your dependents' coverage during a Family and Medical Leave. If coverage is continued during a Family and Medical Leave, the following will apply:

1. any required contributions must be paid to the Employer;
2. any change in benefits that occurs during the period of continuation will apply on the effective date of the change;
3. any Active Work or hospital confinement provision will be waived; and
4. the continuation of coverage during a Family and Medical Leave will run concurrently with a continuation during any other leave of absence.

If coverage is not continued during a Family and Medical Leave, the following will apply:

1. coverage will resume without Evidence of Insurability on the date you return to work from the leave. For this to happen, you must return to work immediately after the Family and Medical Leave ends;
2. any Eligibility Waiting Period which has not been completed will not be credited during the leave.

Family and Medical Leave means a leave of absence taken under the terms of the Family and Medical Leave Act of 1993 or a leave of absence taken under the terms of any state-mandated family and medical leave act or law.

### EVIDENCE OF INSURABILITY

You must complete the appropriate application form and submit the requested Evidence of Insurability when:

1. you apply for insurance in excess of the Guaranteed Issue Limit;
2. you apply for any Contributory insurance more than 31 days after you become eligible for such insurance;
3. you resume any life insurance that ended because you failed to make a required premium payment;
4. you were eligible but not covered under the Prior Plan; or
5. you were declined coverage under the Prior Plan.

The insurance will not go into effect unless we approve your Evidence of Insurability application. If we approve your application, the insurance goes into effect on later of the date we approve the application for that insurance or the date you become eligible for insurance.

### RESUMPTION OF TERMINATED INSURANCE

If your insurance ended because your employment ended, and you come back to work at a later date, the insurance will resume when you return to work if you are in an Eligible Class. You will be eligible for coverage immediately, provided you return to work within the Return to Work/Re-Hire Limit time period shown in Section II - Schedule of Insurance. Otherwise, you will not be eligible until you satisfy the Eligibility Waiting Period.

You must re-enroll for Contributory insurance within 31 days of becoming eligible. Otherwise, Evidence of Insurability acceptable to Provident is required.

If you were previously covered for an amount of life insurance in excess of the Guaranteed Issue Limit, you will not be required to submit new Evidence of Insurability for the coverage to resume, provided:

1. coverage had been discontinued for no more than 6 months; and
2. you re-enroll within 31 days of becoming eligible.

Otherwise, Evidence of Insurability acceptable to Provident is required.

If you obtained a conversion policy when your insurance ended, you must surrender it before your insurance can resume.

## SECTION VII - COVERAGE PROVISIONS (Continued)

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If any insurance ended because you failed to make a required premium payment, you must provide Evidence of Insurability acceptable to Provident to become eligible again.

### ELIGIBILITY FOR DEPENDENT INSURANCE

You become eligible to insure your dependents if you are eligible for employee insurance and you have an Eligible Dependent, as described below.

### ELIGIBLE DEPENDENTS

Eligible Dependents mean your Spouse and your dependent, unmarried Children within the age limit specified in Section II - Schedule of Insurance. The term Spouse means the person to whom you are legally married. The term Children means your natural Children and:

1. adopted Children, including Children placed with you for the purpose of adoption;
2. step-Children; and
3. any other Children related to you by blood or marriage.

In the case of (2) and (3) above, such Children must be living with you in a regular parent-Child relationship and dependent on you for support and maintenance. In the case of (3) above, a regular parent-Child relationship does not exist if either of the Child's parents also resides with you.

To be considered a full-time student, the Child must attend a licensed or accredited school on a full-time basis. For coverage to continue during vacation periods, the Child must be scheduled to enter school when classes resume.

Life insurance benefits may be continued for a Child who is mentally retarded, or physically handicapped and unable to earn a living, and who is dependent upon you for support. You must furnish proof of the Child's handicap and agree to make any required contribution within 31 days after the dependent attains the age limit.

Any coverage continued for such Child will cease if you fail to furnish proof of the Child's handicap, or you fail to make a required premium payment on behalf of the Child. Also coverage will cease:

1. when the handicap ceases; or
2. at the end of the 31-day period after any required proof is not furnished (after 2 years from the date the dependent attains the age limit, proof will not be required more than once each year).

No Eligible Dependent is eligible for dependent insurance if that person is eligible for insurance under this or any other policy issued by Provident to the Employer, or to its predecessor, parent, subsidiary, or affiliated Employer. Where husband and wife are both covered under the Policy as employees, either, but not both, may elect to cover children.

### WHEN DEPENDENT INSURANCE STARTS

For Noncontributory insurance, dependent insurance starts as soon as you become eligible for the insurance, subject to the Non-Confinement Requirement described below. However, any insurance requiring Evidence of Insurability will not start unless and until we approve the application for that insurance.

## SECTION VII - COVERAGE PROVISIONS (Continued)

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For Contributory insurance, dependent insurance starts as soon as you become eligible for the insurance, subject to the Non-Confinement Requirement described below. The start of any insurance will be delayed, however, as follows:

1. if you have not yet enrolled for Contributory dependent insurance, the insurance will start when you submit the appropriate forms, provided it is within 31 days of when you first became eligible for the insurance. If you enroll after the 31-day period, you must submit Evidence of Insurability acceptable to Provident; and
2. any insurance requiring Evidence of Insurability will not start unless we approve the application for such insurance.

You may not select which dependents to cover for insurance. To cover any dependent, you must cover all Eligible Dependents, except those who are not covered because of the Non-Confinement Requirement (see below), or because you have failed to provide acceptable Evidence of Insurability.

### REPORTING CHANGES IN DEPENDENT ELIGIBILITY

In order to cover an Eligible Dependent who was not previously eligible, you must notify the Employer. It may also be necessary for you to change your insurance payment to cover an additional dependent. You should also notify the Employer when a dependent is no longer eligible. Any insurance on a newly acquired dependent is subject to the Non-Confinement Requirement described below.

### NON-CONFINEMENT REQUIREMENT

If a dependent, other than a newborn Child, is confined at home, in a hospital, or elsewhere, because of disability, the insurance on that dependent, or any increase in such insurance, will not start until the dependent is no longer confined and has engaged in substantially all of the normal activities of a healthy person of the same age and sex for at least 1 day.

### WHEN DEPENDENT INSURANCE ENDS

The insurance on a dependent will end on the earliest of the following dates:

1. the date your employee insurance ends;
2. the date the dependent ceases to be an Eligible Dependent;
3. with respect to Contributory insurance, the date ending the period for which your last premium payment was made;
4. the date the dependent enters active military service, except for temporary duty of 2 weeks or less; or
5. with respect to your Spouse, the date a divorce occurred.

### EVIDENCE OF INSURABILITY FOR DEPENDENT INSURANCE

You must complete the appropriate application form and submit the requested Evidence of Insurability when:

1. you apply for insurance in excess of the Guaranteed Issue Limit;
2. you apply for any Contributory insurance more than 31 days after you become eligible for such insurance; or
3. you resume any insurance that ended because you failed to make a required premium payment.

The insurance will not go into effect unless we approve your Evidence of Insurability application. If we approve your application, the insurance goes into effect on the later of the first day of the calendar month coinciding with or next following the date of approval, or the date you become eligible for insurance.

## SECTION VII - COVERAGE PROVISIONS (Continued)

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### RESUMPTION OF TERMINATED DEPENDENT INSURANCE

If your insurance ended and is then resumed at a later date, you may also resume coverage of any Eligible Dependents.

You must re-enroll for Contributory dependent insurance within 31 days of becoming eligible. Otherwise, evidence of your dependent's good health acceptable to Provident is required.

If the dependent was previously covered for an amount of life insurance in excess of the Guaranteed Issue Limit, new Evidence of Insurability is not required, provided:

1. coverage had been discontinued for no more than 6 months; and
2. you re-enroll within 31 days of becoming eligible.

Otherwise, Evidence of Insurability for your dependent is required.

If the dependent obtained a conversion policy when the insurance ended, it must be surrendered before the insurance can resume.

If your dependent insurance ended because you failed to make a required premium payment, you must provide evidence of your dependent's insurability acceptable to Provident to become insured again.

## SECTION VIII - CLAIM PROVISIONS

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### GENERAL CLAIM PROVISIONS

#### FILING A CLAIM

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

#### PROOF OF LOSS

Proof of Loss means written evidence satisfactory to us that a Loss has been suffered for which the Policy provides benefits and which is not subject to any exclusions or limitations. Proof of Loss includes:

1. completed claim statements;
2. a signed authorization for us to obtain information; and
3. any other items we may require in support of your claim.

If the documentation requested is not submitted within 60 days after we request it, the claim may be denied or suspended.

#### INVESTIGATION OF CLAIM

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice. We may have an autopsy performed at our expense, except where prohibited by law.

#### TIME OF PAYMENT

We will pay benefits within 60 days or as soon as reasonably possible after Proof of Loss is satisfied.

#### NOTICE OF DECISION ON CLAIM

A written notice of decision on your claim will be made within a reasonable time after we receive the claim. If a decision is not made within 90 days after we receive the claim, a written review may be requested as if your claim had been denied. If we deny any part of your claim, you or the person who submitted the claim will receive:

1. a written notice of denial containing the reason for our decision;
2. reference to the parts of the Policy on which our decision is based;
3. a description of any additional information needed to support the claim; and
4. information concerning the right to a review of our decision.

#### REVIEW PROCEDURES

If all or part of the claim is denied, you may request a review in writing within 60 days after receiving notice of denial. You may send us written comments or other items to support the claim and review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send you a notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and reference the relevant parts of the Policy.

#### TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof of Loss and have exhausted all appeals. Such action may not be brought more than 3 years after the earlier of:

1. the date we receive Proof of Loss; or
2. the end of the period within which Proof of Loss is required to be given.

# CLAIM AND APPEAL INFORMATION

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## Claims and Appeals

### Additional Claim and Appeal Information

#### APPLICABILITY OF ERISA

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

#### HOW TO FILE A CLAIM

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

#### CLAIMS PROCEDURES

##### If a claim is based on death or a covered loss not based on disability

In the event that your claim is denied, either in full or in part, Provident Life and Accident Insurance Company will notify you in writing within 90 days after your claim was filed. Under special circumstances, Provident Life and Accident Insurance Company is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive a written notice from Provident Life and Accident Insurance Company indicating the reason for the delay and the date you may expect a final decision. Provident Life and Accident Insurance Company's notice of denial shall include:

- the specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary; and
- a description of the Plan's procedures and applicable time limits for appealing the determination, including a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Provident on appeal.

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

## CLAIM AND APPEAL INFORMATION (Continued)

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### APPEAL PROCEDURES

#### If an appeal is based on death or a covered loss not based on disability

If you or your authorized representative appeal a denied claim, it must be submitted within 90 days after you receive Provident Life and Accident Insurance Company's notice of denial. You have the right to:

- submit a request for review, in writing, to Provident;
- 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 Provident Life and Accident Insurance Company.

Provident Life and Accident Insurance Company will make a full and fair review of the claim and all new information submitted whether or not presented or available at the initial determination, and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made not later than 60 days following receipt of the written request for review. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension and the date by which the Plan expects to make a decision. If an extension is required due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the necessary information and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those Schedule of Insurance' provisions upon which the final decision is based. It will also include a statement describing your access to documents and describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the determination.

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

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

### OTHER RIGHTS

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

## CLAIM AND APPEAL INFORMATION (Continued)

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### DISCRETIONARY ACTS

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

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

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