



Hy-Vee, Inc.

Your Group Long Term Disability Plan

Policy No. 113681 011

Underwritten by Unum Life Insurance Company of America

7/14/2004

CERTIFICATE OF COVERAGE

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

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

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

If the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

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

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

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

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BENEFITS AT A GLANCE

LONG TERM DISABILITY PLAN

This long term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: February 1, 2004

POLICY NUMBER: 113681 011

ELIGIBLE GROUP(S):

All full-time and regular employees in active employment in the United States with the Employer

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before February 1, 2004: None

For employees entering an eligible group after February 1, 2004: None

REHIRE:

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other policy provisions apply.

WHO PAYS FOR THE COVERAGE:

You pay the cost of your coverage.

Your Employer allows you to elect to pay the cost of your coverage on either a pre-tax or a post-tax basis.

ELIMINATION PERIOD:

90 days

Benefits begin the day after the elimination period is completed.

MONTHLY BENEFIT:

50% of monthly earnings to a maximum benefit of \$5,500 per month.

Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.

MAXIMUM PERIOD OF PAYMENT:

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months

Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

No premium payments are required for your coverage while you are receiving payments under this plan.

REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:

10% of your gross disability payment to a maximum benefit of \$1,000 per month.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

DEPENDENT CARE EXPENSE BENEFIT:

While you are participating in Unum's Rehabilitation and Return to Work Assistance program, you may receive payments to cover certain dependent care expenses limited to the following amounts:

Dependent Care Expense Benefit Amount: \$350 per month, per dependent

Dependent Care Expense Maximum Benefit Amount: \$1,000 per month for all eligible dependent care expenses combined

TOTAL BENEFIT CAP:

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

OTHER FEATURES:

Continuity of Coverage

Minimum Benefit

Pre-Existing: 12/12/24

Survivor Benefit

Work Life Assistance Program

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

CLAIM INFORMATION

LONG TERM DISABILITY

WHEN DO YOU NOTIFY UNUM OF A CLAIM?

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Unum written proof of your claim no later than 90 days after your elimination period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us. If you do not receive the form from Unum within 15 days of your request, send Unum written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

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

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

Your proof of claim, provided at your expense, must show:

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

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

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

TO WHOM WILL UNUM MAKE PAYMENTS?

Unum will make payments to you.

WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

- fraud;
- any error Unum makes in processing a claim; and
- your receipt of deductible sources of income.

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

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

GENERAL PROVISIONS

WHAT IS THE CERTIFICATE OF COVERAGE?

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

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

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

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

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

WHEN DOES YOUR COVERAGE BEGIN?

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

- the date you are eligible for coverage, if you apply for insurance on or before that date; or
- the date you apply for insurance, if you apply within 60 days after your eligibility date.

If you do not apply for coverage on or before the 60th day after your eligibility date, you can only apply at the next annual enrollment period or within 31 days of a change in status.

Coverage applied for at an annual enrollment period will begin at 12:01 a.m. on the first day of the next plan year.

Coverage applied for at a change in status will begin at 12:01 a.m. on the later of:

- the date of the change in status, if you apply on or before that date; or
- the date you apply, if you apply within 31 days after the date of the change in status.

WHEN CAN YOU CHANGE YOUR COVERAGE BY CHOOSING ANOTHER OPTION?

If you choose to pay the cost of your coverage on a pre-tax basis you can change your coverage only during an **annual enrollment period** or within 31 days of a **change in status**.

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

A change in coverage due to a change in status will begin at 12:01 on the later of:

- the date of the change in status, if you apply on or before that date; or
- the date you apply, if you apply within 31 days after the date of the change in status.

Changes in coverage must be consistent with the change in status.

If you choose to pay the cost of your coverage on a post-tax basis, you can change your coverage only during an annual enrollment period. You can cancel your coverage at anytime during the plan year.

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

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

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

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

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

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

WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

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

WHEN DOES YOUR COVERAGE END?

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

- the date the policy or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment except as provided under the covered layoff or leave of absence provision.

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

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

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

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

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

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

We will use only statements made in a signed application as a basis for doing this.

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

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

HOW WILL UNUM HANDLE INSURANCE FRAUD?

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

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

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

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

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

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

LONG TERM DISABILITY

BENEFIT INFORMATION

HOW DOES UNUM DEFINE DISABILITY?

You are disabled when Unum determines that:

- you are **limited** from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in your **indexed monthly earnings** due to the same sickness or injury.

After 24 months of payments, you are disabled when Unum determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

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

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

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

HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?

You must be continuously disabled through your **elimination period**. Unum will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is 90 days.

You are not required to have a 20% or more loss in your indexed monthly earnings due to the same injury or sickness to be considered disabled during the elimination period.

CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?

Yes. If you are working while you are disabled, the days you are disabled will count toward your elimination period.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you a payment monthly for any period for which Unum is liable.

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?

We will follow this process to figure your payment:

1. Multiply your monthly earnings by 50%.
2. The maximum **monthly benefit** is \$5,500.
3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **monthly payment**.

WILL UNUM EVER PAY MORE THAN 100% OF MONTHLY EARNINGS?

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

WHAT ARE YOUR MONTHLY EARNINGS?

"Monthly Earnings" means your gross monthly income as calculated by your Employer on August 1st just prior to your disability or for the period of actual employment with your Employer if you were not employed on that date. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account. It includes income actually received from commissions, bonuses, and overtime pay but does not include renewal commissions, any other extra compensation, or income received from sources other than your Employer.

WHAT WILL WE USE FOR MONTHLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?

If you become disabled while you are on a covered layoff or leave of absence, we will use your monthly earnings from your Employer in effect just prior to the date your absence begins.

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than 20% of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are 20% or more of your indexed monthly earnings, due to the same sickness or injury, Unum will figure your payment as follows:

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings.

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in Item 1 to your indexed monthly earnings.

If the answer from Item 1 is less than or equal to 100% of your indexed monthly earnings, Unum will not further reduce your monthly payment.

If the answer from Item 1 is more than 100% of your indexed monthly earnings, Unum will subtract the amount over 100% from your monthly payment.

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

This is the amount Unum will pay you each month.

During the first 24 months of disability payments, if your monthly disability earnings exceed 80% of your indexed monthly earnings, Unum will stop sending you payments and your claim will end.

Beyond 24 months of disability payments, if your monthly disability earnings exceed the gross disability payment, Unum will stop sending you payments and your claim will end.

Unum may require you to send proof of your monthly disability earnings at least quarterly. We will adjust your payment based on your quarterly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.

HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?

If your disability earnings routinely fluctuate widely from month to month, Unum may average your disability earnings over the most recent 3 months to determine if your claim should continue.

If Unum averages your disability earnings, we will not terminate your claim unless:

- During the first 24 months of disability payments, the average of your disability earnings from the last 3 months exceeds 80% of indexed monthly earnings; or
- Beyond 24 months of disability payments, the average of your disability earnings from the last 3 months exceeds the gross disability payment.

We will not pay you for any month during which disability earnings exceed the amount allowable under the plan.

WHAT ARE DEDUCTIBLE SOURCES OF INCOME?

Unum will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive under:
 - a workers' compensation law.
 - an occupational disease law.
 - any other **act** or **law** with similar intent.
2. The amount that you receive or are entitled to receive as disability income payments under any:
 - state compulsory benefit **act** or **law**.
 - automobile liability insurance policy.
 - other group insurance plan.
 - governmental retirement system as a result of your job with your Employer.
3. The amount that you, your spouse and your children receive or are entitled to receive as disability payments because of your disability under:
 - the United States Social Security Act.
 - the Canada Pension **Plan**.
 - the Quebec Pension Plan.
 - any similar plan or act.
4. The amount that you receive as retirement payments or the amount your spouse and children receive as retirement payments because you are receiving retirement payments under:
 - the United States Social Security Act.
 - the Canada Pension Plan.
 - the Quebec Pension Plan.
 - any similar plan or act.
5. The amount that you:
 - receive as disability payments under your Employer's **retirement plan**.
 - voluntarily elect to receive as retirement payments under your Employer's retirement plan.
 - receive as retirement payments when you reach the later of age 62 or normal retirement age, as defined in your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the retirement plan are distributed, Unum will consider your and your Employer's contributions to be distributed

simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

6. The amount that you receive under Title 46, United States Code Section 688 (The Jones Act).

With the exception of retirement payments, Unum will only subtract deductible sources of income which are payable as a result of the same disability.

We will not reduce your payment by your Social Security retirement income if your disability begins after age 65 and you were already receiving Social Security retirement payments.

WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?

Unum will not subtract from your gross disability payment income you receive from, but not limited to, the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- **salary continuation** or **accumulated sick leave** plans

WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)

The minimum monthly payment is the greater of:

- \$100; or
- 10% of your gross disability payment.

Unum may apply this amount toward an outstanding overpayment.

WHAT HAPPENS WHEN YOU RECEIVE A COST OF LIVING INCREASE FROM DEDUCTIBLE SOURCES OF INCOME?

Once Unum has subtracted any deductible source of income from your gross disability payment, Unum will not further reduce your payment due to a cost of living increase from that source.

WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?

When we determine that you may qualify for benefits under Item(s) 1, 2 and 3 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Long Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) 1, 2 and 3 in the deductible sources of income section and appeal your denial to all administrative levels Unum feels are necessary; and
- sign Unum's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.

HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

Unum will send you a payment each month up to the **maximum period of payment**. Your maximum period of payment is based on your age at disability as follows:

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

WHEN WILL PAYMENTS STOP?

We will stop sending you payments and your claim will end on the earliest of the following:

- during the first 24 months of payments, when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- after 24 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, unless you are eligible to receive benefits under Unum's Rehabilitation and Return to Work Assistance program;
- the date you fail to submit proof of continuing disability;
- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits;
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die.

WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN?

The lifetime cumulative maximum benefit period for all disabilities due to **mental illness** and disabilities based primarily on **self-reported symptoms** is 24 months. Only 24 months of benefits will be paid for any combination of such disabilities even if the disabilities:

- are not continuous; and/or
- are not related.

Unum will continue to send you payments beyond the 24 month period if you meet one or both of these conditions:

1. If you are confined to a **hospital or institution** at the end of the 24 month period, Unum will continue to send you payments during your confinement.

If you are still disabled when you are discharged, Unum will send you payments for a recovery period of up to 90 days.

If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, Unum will send payments during that additional confinement and for one additional recovery period up to 90 more days.

2. In addition to Item 1, if, after the 24 month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, Unum will send payments during the length of the reconfinement.

Unum will not pay beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

Unum will not apply the mental illness limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease; or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- commission of a crime for which you have been convicted.
- pre-existing condition.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

Unum will not pay a benefit for any period of disability during which you are incarcerated.

WHAT IS A PRE-EXISTING CONDITION?

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 12 months just prior to your effective date of coverage; and
- the disability begins in the first 24 months after your effective date of coverage unless you have been **treatment free** for 12 consecutive months after your effective date of coverage.

In addition, this plan will not cover an increase in your coverage made at an annual enrollment period or change in status if you have a pre-existing condition. You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 12 months just prior to the date your coverage increased; and
- the disability begins in the first 24 months after your coverage increased unless you have been **treatment free** for 12 months after the date your coverage increased.

WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME WITH THE POLICYHOLDER AND YOUR DISABILITY OCCURS AGAIN?

If you have a **recurrent disability**, Unum will treat your disability as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under the plan for the period between the end of your prior claim and your recurrent disability; and
- your recurrent disability occurs within 6 months from the end of your prior claim.

Your recurrent disability will be subject to the same terms of the plan as your prior claim and will be treated as a continuation of that disability.

Any disability which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the elimination period.

If you become entitled to payments under any other group long term disability plan, you will not be eligible for payments under the Unum plan.

LONG TERM DISABILITY

OTHER BENEFIT FEATURES

WHAT BENEFITS WILL BE PROVIDED TO YOU OR YOUR FAMILY IF YOU DIE OR ARE TERMINALLY ILL? (Survivor Benefit)

When Unum receives proof that you have died, we will pay your **eligible survivor** a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive payments under the plan.

If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

You may receive your 3 month survivor benefit prior to your death if you have been diagnosed as terminally ill.

We will pay you a lump sum amount equal to 3 months of your gross disability payment if:

- you have been diagnosed with a terminal illness or condition;
- your life expectancy has been reduced to less than 12 months; and
- you are receiving monthly payments.

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

- you must make this election in writing to Unum; and
- your physician must certify in writing that you have a terminal illness or condition and your life expectancy has been reduced to less than 12 months.

This benefit is available to you on a voluntary basis and will only be payable once.

If you elect to receive this benefit prior to your death, no 3 month survivor benefit will be payable upon your death.

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)

When the plan becomes effective, Unum will provide coverage for you if:

- you are not in active employment because of a sickness or injury; and
- you were covered by the prior policy.

Your coverage is subject to payment of premium.

Your payment will be limited to the amount that would have been paid by the prior carrier. Unum will reduce your payment by any amount for which your prior carrier is liable.

WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)

Unum may send a payment if your disability results from a pre-existing condition if, you were:

- in active employment and insured under the plan on its effective date; and
- insured by the prior policy at the time of change.

In order to receive a payment you must satisfy the pre-existing condition provision under:

1. the Unum plan; or
2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If you do not satisfy Item 1 or 2 above, Unum will not make any payments.

If you satisfy Item 1, we will determine your payments according to the Unum plan provisions.

If you only satisfy Item 2, we will administer your claim according to the Unum plan provisions. However, your payment will be the lesser of:

- a. the monthly benefit that would have been payable under the terms of the prior plan if it had remained in force; or
- b. the monthly payment under the Unum plan.

Your benefits will end on the earlier of the following dates:

1. the end of the maximum benefit period under the plan; or
2. the date benefits would have ended under the prior plan if it had remained in force.

HOW CAN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program, at our sole discretion. In order to be eligible for rehabilitation services and benefits, you must be medically able to engage in a return to work program.

Your claim file will be reviewed by one of Unum's rehabilitation professionals to determine if a rehabilitation program might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

We will make the final determination of your eligibility for participation in the program.

We will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you.

The rehabilitation program may include at our sole discretion, but is not limited to, the following services and benefits:

- coordination with your Employer to assist you to return to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

WHAT ADDITIONAL BENEFITS WILL UNUM PAY WHILE YOU PARTICIPATE IN A REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$1,000 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

This benefit payment may be paid in a lump sum.

WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?

Benefits for the Rehabilitation and Return to Work Assistance program will end on the earliest of the following dates:

- the date Unum determines that you are no longer eligible to participate in Unum's Rehabilitation and Return to Work Assistance program; or
- any other date on which monthly payments would stop in accordance with this plan.

WHAT ADDITIONAL BENEFIT IS AVAILABLE FOR DEPENDENT CARE EXPENSES TO ENABLE YOU TO PARTICIPATE IN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?

While you are participating in Unum's Rehabilitation and Return to Work Assistance program, we will pay a Dependent Care Expense Benefit when you are disabled and you:

1. are incurring expenses to provide care for a child under the age of 15; and/or

2. start incurring expenses to provide care for a child age 15 or older or a family member who needs personal care assistance.

The payment of the Dependent Care Expense Benefit will begin immediately after you start Unum's Rehabilitation and Return to Work Assistance program.

Our payment of the Dependent Care Expense Benefit will:

1. be \$350 per month, per **dependent**; and
2. not exceed \$1,000 per month for all dependent care expenses combined.

To receive this benefit, you must provide satisfactory proof that you are incurring expenses that entitle you to the Dependent Care Expense Benefit.

Dependent Care Expense Benefits will end on the earlier of the following:

1. the date you are no longer incurring expenses for your dependent;
2. the date you no longer participate in Unum's Rehabilitation and Return to Work Assistance program; or
3. any other date payments would stop in accordance with this plan.

OTHER SERVICES

These services are also available from us as part of your Unum Long Term Disability plan.

IS THERE A WORK LIFE ASSISTANCE PROGRAM AVAILABLE WITH THE PLAN?

We do provide you and your dependents access to a work life assistance program designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. This work life program is available for everyday issues as well as crisis support.

This service is also available to your Employer.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week or online through a website.

Information about this program can be obtained through your plan administrator.

HOW CAN UNUM HELP YOUR EMPLOYER IDENTIFY AND PROVIDE WORKSITE MODIFICATION?

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and Unum.

When this occurs, Unum will reimburse your Employer for the cost of the modification, up to the greater of:

- \$1,000; or
- the equivalent of 2 months of your monthly benefit.

This benefit is available to you on a one time only basis.

HOW CAN UNUM'S SOCIAL SECURITY CLAIMANT ADVOCACY PROGRAM ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?

In order to be eligible for assistance from Unum's Social Security claimant advocacy program, you must be receiving monthly payments from us. Unum can provide expert advice regarding your claim and assist you with your application or appeal.

Receiving Social Security benefits may enable:

- you to receive Medicare after 24 months of disability payments;
- you to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.

ERISA

Additional Summary Plan Description Information

Name of Plan:

Hy-Vee Elective Benefits Plan. (The Long-Term Disability Program is a component of the Hy-Vee Elective Benefits Plan.)

Name and Address of Employer and Principal Sponsor:

Hy-Vee, Inc.
5820 Westown Parkway
West Des Moines, Iowa
50266

Plan Identification Number:

- a. Employer IRS Identification #: 42-0325638
- b. Plan #: 502

Type of Welfare Plan:

Disability

Type of Administration:

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

ERISA Plan Year Ends:

July 31

Plan Administrator, Name, Address, and Telephone Number:

Hy-Vee, Inc.
5820 Westown Parkway
West Des Moines, Iowa
50266
(515) 267-2800

Hy-Vee, Inc. is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator has delegated authority for claims and benefits administration to the insurer.

Agent for Service of Legal Process on the Plan:

General Counsel
Hy-Vee, Inc.
5820 Westown Parkway
West Des Moines, Iowa
50266

Service of legal process may also be made upon the Plan Administrator.

Claims Administrator and Named Claims Fiduciary:

Unum Life Insurance Company of America
P.O. Box 12030

Chattanooga, TN 37401-3030
800-633-7479

Funding and Contributions:

The Plan is funded as an insured plan under policy number 113681 011, issued by Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122. Contributions to the Plan are made as stated under "WHO PAYS FOR THE COVERAGE" in the Certificate of Coverage.

EMPLOYER'S RIGHT TO AMEND THE PLAN

The Employer reserves the right at any time and from time to time (and retroactively if necessary or appropriate to meet the requirements of applicable law) to terminate, modify or amend, in whole or in part, any or all provisions of the Plan, provided however, that no termination, modification or amendment shall divest an employee of a right to which he or she is entitled under the Plan, as of the effective date of the termination, modification or amendment. 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. Only an officer or registrar of Unum can approve a change. The change must be in writing and endorsed on or attached to the policy.

MODIFYING OR CANCELLING THE POLICY OR A PLAN UNDER THE POLICY

The policy or a plan under the policy can be cancelled:

- by Unum; or
- by the Policyholder.

Unum may cancel or modify the policy or a plan if:

- there is less than 25% participation of those eligible employees who pay all or part of their premium for a plan; or
- there is less than 100% participation of those eligible employees for a Policyholder paid plan;
- the Policyholder does not promptly provide Unum with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to the policy;
- fewer than 15 employees are insured under a plan;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its employees; or
- the Policyholder fails to pay any portion of the premium within the 45 day grace period.

If Unum cancels or modifies the policy or a plan for reasons other than the Policyholder's failure to pay premium, a written notice will be delivered to the Policyholder at least 31 days prior to the cancellation date or modification date. The Policyholder may cancel this policy or a plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the policy or plan automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay Unum all premium due for the full period each plan is in force.

The Policyholder may cancel the policy or a plan by written notice delivered to Unum at least 31 days prior to the cancellation date. When both the Policyholder and Unum agree, the policy or a plan can be cancelled on an earlier date. If Unum or the Policyholder cancels the policy or a plan, coverage will end at 12:00 midnight on the last day of coverage.

If the policy or a plan is cancelled, the cancellation will not affect a payable claim.

HOW TO FILE A CLAIM

If you wish to file a claim for benefits, you should follow the claim procedures described in your group insurance certificate. Unum must receive a completed claim form. The form must be completed by you, 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 Unum directly.

CLAIMS PROCEDURES

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;

- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and
- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

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

APPEAL PROCEDURES

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. Upon your request, you will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination. The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

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

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;

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

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

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

YOUR RIGHTS UNDER ERISA

As a participant in this 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 you 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.

DISCRETIONARY ACTS

The Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate. All determinations, interpretations, rules, and decisions of the Plan Administrator shall be made in its sole discretion and shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

In exercising its discretionary powers under the Plan, the Plan Administrator, and any designee (which shall include Unum as a claims fiduciary) will have the broadest

discretion permissible under ERISA and any other applicable laws, and its decisions will constitute final review of your claim by the Plan. Benefits under this Plan will be paid only if the Plan Administrator or its designee (including Unum), decides in its discretion that the applicant is entitled to them.

GLOSSARY

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

Your work site must be:

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

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

ANNUAL ENROLLMENT PERIOD means a period of time before the beginning of each plan year.

CHANGE IN STATUS means a change in status as defined in the regulations under Internal Revenue Code section 125, unless your Employer's cafeteria plan document or human resource policy contains more restrictive provisions. In that event, your Employer may restrict the situations where you can change your coverage.

DEDUCTIBLE SOURCES OF INCOME means income from deductible sources listed in the plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

DEPENDENT means:

- your child(ren) under the age of 15; and
- your child(ren) age 15 or over or a family member who requires personal care assistance.

DISABILITY EARNINGS means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your **maximum capacity**.

ELIMINATION PERIOD means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Unum.

EMPLOYEE means a person who is in active employment in the United States with the Employer.

EMPLOYER means the Policyholder, and includes any division, subsidiary or affiliated company named in the policy.

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

GAINFUL OCCUPATION means an occupation that is or can be expected to provide you with an income at least equal to your gross disability payment within 12 months of your return to work.

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

GROSS DISABILITY PAYMENT means the benefit amount before Unum subtracts deductible sources of income and disability earnings.

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

INDEXED MONTHLY EARNINGS means your monthly earnings adjusted on each anniversary of benefit payments by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

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

Indexing is only used as a factor in the determination of the percentage of lost earnings while you are disabled and working and in the determination of gainful occupation.

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

INSURED means any person covered under a plan.

LAW, PLAN OR ACT means the original enactments of the law, plan or act and all amendments.

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

Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

LIMITED means what you cannot or are unable to do.

MATERIAL AND SUBSTANTIAL DUTIES means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, Unum will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

MAXIMUM CAPACITY means, based on your restrictions and limitations:

- during the first 24 months of disability, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.
- beyond 24 months of disability, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

MAXIMUM PERIOD OF PAYMENT means the longest period of time Unum will make payments to you for any one period of disability.

MENTAL ILLNESS means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders relatable to stress. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability.

MONTHLY BENEFIT means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

MONTHLY EARNINGS means your gross monthly income from your Employer as defined in the plan.

MONTHLY PAYMENT means your payment after any deductible sources of income have been subtracted from your gross disability payment.

PART-TIME BASIS means the ability to work and earn 20% or more of your indexed monthly earnings.

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

PHYSICIAN means:

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

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

PLAN means a line of coverage under the policy.

PRE-EXISTING CONDITION means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition during the given period of time as stated in the plan.

RECURRENT DISABILITY means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Unum made a Long Term Disability payment.

REGULAR CARE means:

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

REGULAR OCCUPATION means the occupation you are routinely performing when your disability begins. Unum will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

RETIREMENT PLAN means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement Plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

SALARY CONTINUATION OR ACCUMULATED SICK LEAVE means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the Policy. This continued payment must be part of an established plan maintained by your Employer for the benefit of all employees covered under the Policy. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account in calculating your monthly payment.

SELF-REPORTED SYMPTOMS means the manifestations of your condition which you tell your physician, that are not verifiable using tests, procedures or clinical examinations standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.

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

SURVIVOR, ELIGIBLE means your spouse, if living; otherwise your children under age 25 equally.

TREATMENT FREE means you have not received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines for the pre-existing condition.

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

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

YOU means an employee who is eligible for Unum coverage.

Unum Life Insurance Company of America

2211 Congress Street, Portland, Maine 04122

CERTIFICATE OF COVERAGE

Policyholder Hy-Vee Inc.
Policy Number GSR 37835
Division, Subsidiary or Affiliate Company(ies)..... None
Your Coverage Effective Date..... 01/01/2006
Renewal Date..... 01/01/2008

Eligible Group(s): Class
I

Description of Eligible Persons

All active full-time employees of the Policyholder who are enrolled in the UnumProvident LTD Program and are working at least 30 hours per week and who are domiciled in the United States

Unum Life Insurance Company of America (referred to as We, Our, Us or Unum) welcomes You as a client.

This is Your certificate of coverage as long as You are eligible for coverage and You become insured. You will want to read it carefully and keep it in a safe place. If the terms and provisions of this certificate of coverage (issued to You) are different from the policy (issued to the Policyholder) the policy will govern. Your coverage may be changed in whole or in part. Only an officer of Unum can approve a change. The approval must be in writing and endorsed on or attached to the policy. Any other person, including an agent, may not change the policy or Your coverage or waive any part of it. This certificate of coverage is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the group policy, Unum has discretionary authority to determine Your eligibility for benefits and to interpret the terms and provisions of this policy. For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

AD&D BENEFIT SCHEDULE

Minimum Hours Requirement

You must be working at least 30.0 hours per week.

Waiting Period

For persons in an eligible group on or before 01/01/2006: none. For persons entering an eligible group after 01/01/2006: the next premium due date.

Rehire - If employment ends and You are rehired within 12 months, Your previous work while in an eligible group will apply toward the waiting period.

Waive Waiting Period - If You have been continuously employed by Your employer for a period of time equal to Your waiting period, We will waive Your waiting period when You enter an eligible group.

Credit Prior Service - Unum will apply any prior period of work with Your employer toward the waiting period to determine Your eligibility date.

Your Amount of AD&D Benefit

Class I: \$100,000

Amounts in excess of \$250,000 cannot exceed ten (10) times the employee's annual earnings.

AD&D Benefit Reductions: The AD&D Benefit for You will reduce as shown in the following Table:

Attainment of Age:	AD&D Benefit reduced to:
70	65% of the benefit
75	45% of the benefit
80	30% of the benefit
85	15% of the benefit

The reductions take place at the end of the calendar year in which You attain the stated age. You may not increase coverage after age 70.

No benefit will be payable under this certificate unless the Injury occurs while the certificate is in force.

DEFINED TERMS IN THIS CERTIFICATE

All defined terms are shown for the first time in bold throughout this certificate.

Active Employment means You are working for Your employer for earnings that are paid regularly and that You are performing the material and substantial duties of Your regular occupation. You must be working at least the minimum number of hours as described in this coverage. Your work site must be: 1. Your employer's usual place of business; 2. an alternative work site at the direction of Your employer; or 3. a location to which Your job requires You to travel. Normal vacation is considered Active Employment. Temporary and seasonal workers are excluded from coverage.

AD&D Benefit means the total benefit amount for which a person is insured under this coverage, subject to the maximum benefit.

Aircraft means any vehicle or device that is used for aerial navigation in the earth's atmosphere.

Annual Earnings means Your gross annual income from the employer in effect just prior to the date of Loss. It does not include income received from commissions, bonuses, overtime pay or any other extra compensation, or include income received from services other than the Insured's employer.

Disabled means that You are not working in any occupation and due to Your Injury or Sickness are unable to perform the duties of any Gainful Occupation for which You are reasonably fitted by training, education or experience.

Doctor means: 1. a person performing tasks that are within the limits of his or her medical license; and 2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or 3. a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or 4. a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction. Unum will not recognize You or Your spouse, children, parents, or siblings as a Doctor for a claim that You send to Us.

Injury means a bodily injury that is solely caused by external, violent and accidental means and is independent of any other cause.

Layoff or Leave of Absence means that You are absent from Active Employment for a period of time that has been agreed to in advance in writing by Your employer. Your normal vacation time or any period of disability is not considered a Layoff or Leave of Absence.

Loss means the following:

Loss of a hand means that all four fingers are cut off at or above the knuckles joining each to the hand.

Loss of a foot means that all of the foot is cut off at or above the ankle joint.

Loss of sight means one of the eyes is totally blind and that no sight can be restored in that eye.

Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist.

Loss of speech means the total and irrecoverable loss of speech.

Loss of hearing means the total and irrecoverable loss of hearing in both ears.

Material and Substantial Duties means duties that: 1. normally are required for the performance of Your regular occupation; and 2. cannot be reasonably omitted or modified.

Payable Claim means a claim for which Unum is liable under the terms of the policy.

Policyholder means the organization named in the policy and this certificate. It includes any division, subsidiary or affiliate company also named in the policy and this certificate.

Private Passenger Car means a validly registered four-wheel private passenger car (including employer-owned cars), station wagons and sports utility cars that are used only as private passenger cars. Private Passenger Car also includes pick-up trucks and vans that are used as private passenger cars and in the duties of Your work.

Qualified child or children is any of Your unmarried dependent children under age 25 who, on the date of Your death as a result of an Injury, was either: 1. enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level; or 2. at the 12th grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of Your death. Children include Your own natural offspring and lawfully adopted children. They also include stepchildren, foster children and other children who are dependent on You for main support and living with You in a regular parent-child relationship, or children who You are required to provide benefits for by divorce decree. A child will be considered adopted on the date of placement in Your home.

Regular Occupation means the occupation You are routinely performing when Your disability begins. We will look at Your occupation as it is normally performed, in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Sickness means a sickness or disease which causes a disability which starts while the insurance is in force.

Waiting Period means the continuous period of time that You must be in Active Employment in an eligible group before You are eligible for coverage under the policy.

You, Your means the person named on the enrollment form.

WHO IS ELIGIBLE FOR COVERAGE

A person is eligible for coverage if You are working for or are a member of the Policyholder in an eligible group, on the later of the Policy Effective Date; or the day after completing the **Waiting Period**.

WHEN COVERAGE BEGINS

Your coverage will begin at 12:01 a.m. on the coverage effective date shown in this certificate.

If You are absent from work due to **Injury, Sickness, Layoff or Leave of Absence**, Your coverage will begin on the date You return to **Active Employment**.

If You are not working due to Injury or Sickness, and if premium is paid, You may continue to be covered for the benefits under the policy for 12 months.

If You are on a Layoff, and if premium is paid, You will be covered through the end of the month that immediately follows the month in which Your temporary Layoff begins.

If You are on a Leave of Absence, and if premium is paid, You will be covered through the end of the month that immediately follows the month in which Your Leave of Absence begins.

We will continue Your coverage in accordance with the employer's Human Resource policy on family and medical leaves of absence if premium payments continue and the employer approved Your leave in writing.

Coverage will be continued until the end of the latest of: 1. the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or 2. the leave period required by applicable state law; or 3. the leave period provided to You for an Injury or sickness.

If the employer's Human Resource policy doesn't provide for continuation of Your coverage under the policy during a family and medical Leave of Absence, then Your coverage will be reinstated when You return to Active Employment. We will not apply a new Waiting Period.

A DESCRIPTION OF THE COVERAGE

Accidental Death and Dismemberment Benefit

If We approve the claim, We will pay You or Your beneficiary a benefit for a covered **Loss** which is the result of an Injury. The benefit will be paid only if: 1. Your death occurs within 365 days from the date of the accident; or 2. Your Injury results in one or more covered Losses listed below within 365 days from the date of the accident.

The accident and the Injury must occur while You are insured under the policy.

Covered Loss and Benefit Amount List

For Loss of Life	The AD&D Benefit
For Loss of:	
Both Hands or Both Feet or Sight of Both Eyes.....	The AD&D Benefit
One Hand and One Foot.....	The AD&D Benefit
One Hand or Foot and Sight of One Eye.....	The AD&D Benefit
Speech and Hearing.....	The AD&D Benefit
One Hand or One Foot.....	One-Half the AD&D Benefit
Speech or Hearing.....	One-Half the AD&D Benefit
Sight of One Eye.....	One-Half the AD&D Benefit
Thumb and Index Finger of Same Hand.....	One-Quarter the AD&D Benefit

The most We will pay for any combination of Losses from any one accident is the **AD&D Benefit**.

Enhancements of the AD&D Benefit

Coverage for Exposure and Disappearance

We will provide coverage if You sustain an Injury and are unavoidably exposed to the elements and as a result of the exposure suffers a Loss. We will presume You suffered Loss of life due to an accident if: 1. You are riding in a common carrier that is involved in an accident covered under this policy; and 2. as a result of the accident, the common carrier is wrecked, sinks, is stranded, or disappears; and 3. Your body is not found within one year of the accident.

Felonious Assault Benefit

If We approve the claim, We will increase Your AD&D Benefit by 10% to a maximum of \$10,000 if You sustain a Loss which results from an injury caused by a criminal act of violence; and which occurs while You are engaging in the business of the Policyholder, whether on or off the Policyholder's place of business. Criminal act of violence includes, but is not limited to: Robbery, theft, hijacking, assault and battery, sniping, murder or civil disturbance. The criminal act of violence must be committed by someone other than You.

Education Benefit

If We approve the claim, We will pay Your authorized representative on behalf of each of Your **Qualified Children** an Education Benefit if You die as a result of Injury; and within 365 days after the date of the accident causing the Injury. The accident causing the Injury must occur while You are insured under the policy. We must receive proof that the child is a Qualified Child and the Qualified Child must continue to be enrolled as a full time student in an accredited post-secondary institution of higher learning for full-time students beyond the 12th grade level. We will pay 5% of Your AD&D Benefit per academic year up to a maximum benefit period of 4 years or a maximum benefit amount of \$5,000 per year. The Education Benefit ends for each Qualified Child on the earliest of: 1. the date the Qualified Child fails to furnish the proof that We require; 2. the date the Qualified Child no longer qualifies as a Dependent Child for any reason except Your death; or 3. the end of the maximum benefit period. If, at Your death, You have no dependent children eligible for this benefit, We will pay \$2,000 to Your beneficiary.

Seat Belt and Air Bag Benefit

If We approve the claim, We will pay You or Your authorized representative an additional 10% of Your AD&D Benefit to a maximum benefit amount of \$10,000 if You sustain an Injury which causes Your death while You are driving or riding in a **Private Passenger Car**, provided:

For Seatbelt(s): 1. the Private Passenger Car is equipped with Seatbelt(s); and 2. the Seatbelt(s) were in actual use and properly fastened at the time of the covered accident; and 3. the position of the Seatbelt(s) are certified in the official report of the covered accident, or by the investigating officer. A copy of the police accident report must be submitted with Your claim. *An automatic harness Seatbelt is not considered fastened unless a lap belt is also used. If the official report reflects that You were not wearing the Seatbelt(s) or were not correctly wearing the Seatbelt(s), We will not pay a benefit under this provision. **For Air Bag:** An additional benefit amount of \$5,000 will be paid if: 1. the Private Passenger Car is equipped with a single air bag and You are the driver; or 2. the Private Passenger Car is equipped with an air bag for both the driver and an air bag for the front passenger seat and You are the driver or front seat passenger; or 3. the Private Passenger Car is equipped with an air bag for the driver seat, air bag for front passenger seat and air bags for rear passenger seats and You are the driver or the front or rear seat passenger; and 4. the Seatbelt(s) must be in actual use and properly fastened at the time of the covered accident. No benefit will be paid if You are the driver of the Private Passenger Car and do not hold a current and valid driver's license. The Injury causing Your death must occur while You are insured under the policy.

HOW TO CONVERT

If the policy is cancelled with Unum or changes so that You are no longer eligible, You may convert only the Accidental Death & Dismemberment Coverage described in the Description of Coverage, to a maximum of \$250,000. Enhancements of the Accidental Death & Dismemberment Benefit are not convertible. The converted amount will be determined by Unum. You are eligible to convert if currently insured under this policy for at least one year and You are not Disabled under the terms of the policy. Premiums for the current insurance will be based on: 1. Your attained age on the effective date of the individual policy; 2. the type and amount of insurance to be converted; 3. Unum's customary rates in use at that time; and 4. the class of risk to which You belong. The converted policy will take effect on the later of: 1. the date that Your insurance under the Policyholder's policy terminates; or 2. the date of Your application for the converted policy; or 3. the date Your premium for the converted policy is paid. To apply for conversion, You must ask the Policyholder for a conversion application form which includes cost information. Upon completion of the application, it must be sent with the first premium amount to:

Unum Life Insurance Company of America
Special Risk Customer Service Department
2211 Congress Street,
Portland, Maine 04122

WHAT IS EXCLUDED FROM COVERAGE

We will not pay any claim for a loss that is caused by, contributed to by, or resulting from: intentionally self-inflicted injury while sane, or self-inflicted injury while sane or insane; suicide (in Missouri, while sane), or any attempt at suicide; war or any act of war, declared or undeclared; service or full-time active duty in the armed forces of any country or international authority; disease of the body, bodily or mental infirmity, or any bacterial infection other than bacterial infection due directly to an accidental cut or wound; operating, learning to operate, or serving as a member of a crew of an Aircraft; or while in any Aircraft operated by or under any military authority; or while in any Aircraft being used for a test or experimental purpose, or while in any Aircraft owned or leased by or on behalf of the Policyholder or any division, subsidiary or affiliate of the Policyholder, or by the Insured and members of his or her family or boarding or alighting from such Aircraft; This exclusion does not apply to: 1. transport type aircraft operated by the Military Airlift Command of the United States; 2. similar air transport service of any other country; active participation in a riot; Your voluntary use of any controlled substance. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for You by a Doctor and You take the controlled substance in accordance with Your Doctor's directions; an attempt to commit or commission of a crime under state or federal law; the voluntary ingestion of that percentage of alcohol in Your blood which raises a presumption that You were driving any vehicle used for transportation while under the influence of alcohol. The blood-alcohol level which raises this presumption is governed by the laws of the state in which the accident occurred.

HOW TO FILE A CLAIM

1. **Notice of Claim.** You or Your beneficiary, or someone on Your behalf, must give Us written notice within 90 days of the Loss. The notice must name You and the policy number.
2. **Claim Forms.** We will send the claimant Proof of Loss forms within 15 days after We get the notice. If the claimant does not get the Proof of Loss forms in 15 days he or she can send Us a detailed written report of the claim and extent of the loss. We will accept this report as a Proof of Loss if sent within the time fixed below for filing Proof of Loss.
3. **Proof of Loss.** Written Proof of Loss must be sent to Us within 90 days of the Loss or as soon as reasonably possible except the Education Benefit. For the Education Benefit the Proof of Loss must be sent no later than 60 days after the date that the Loss begins or the date of the death. In no event shall proof be furnished later than 1 year after the date that notice of claim is otherwise required, unless due to the legal incapacity of the claimant.

PAYMENT OF CLAIM

1. **Time of Payment.** We will pay claims for most Losses as soon as We get the Proof of Loss. Unless an optional periodic payment time is named, any Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance which remains when Our liability ends will then be paid when We receive the Proof of Loss.
2. **Who We Will Pay (Beneficiary Designation).** All benefits, except Loss of life, will be paid to You. You have the right to name a beneficiary. A beneficiary has no interest in the policy other than to receive the benefits for Loss of life. You may change the beneficiary at any time unless Your interest has been assigned. Unless there has been an assignment, consent to change by a prior beneficiary is not needed. The naming of a beneficiary is not effective until entered on the records of the Policyholder. We are not responsible for the correctness of the records. If You do not name a beneficiary, or if all named beneficiaries die with or before You, We have the option of paying death benefits to Your estate or to Your surviving family members in the order listed below:
 - a. spouse;
 - b. child or children, equally, if living, otherwise to their descendants per stirpes;
 - c. parents, equally or to the survivor;
 - d. sisters or brothers, equally or to the survivor or survivors;
 - e. Your estate.
3. **Physical Examination and Autopsy.** For a pending death claim, We may have an autopsy performed unless forbidden by law. For other pending claims, We will require You or Your dependent to undergo:
 - a. a medical examination; and/or
 - b. a functional capacity examination; and/or
 - c. a vocational assessment and/or job skill analysis; and/or
 - d. a psychiatric examination; and/or
 - e. any related tests as are reasonably necessary to the performance of the examination by a Doctor or specialist appropriate for the condition at such time and place and with such frequency as required.

We have the right to select the examiner. We will pay for the examination, including the costs associated with Your or the dependent's travel to the examination, if the examination cannot be conducted locally.

We must be given the information which We need to determine if a benefit is payable and how much that benefit should be. We may require: 1. relevant portions of Your personal or business federal income tax returns; and/or 2. income statements; and/or 3. other statements or reports of receipts and payments; and/or 4. other related financial records. We also have the right to require a financial audit, if necessary, by a representative of Our choice.

GENERAL POLICY PROVISIONS

1. **Payment of Premium and Grace Period.**
 - a. **When Due.** Premium is due on the Premium Due Date. The premiums must be paid by the Policyholder to Unum in United States dollars.
 - b. **Grace Period.** The policy will continue in force for 31 days after the Premium Due Date if:
 - (1) the late payment is not the first premium payment; or
 - (2) We have not given notice to the Policyholder at least 31 days before the Premium Due Date that We will not renew the policy past the current paid-up period. Notice will be delivered or mailed to the Policyholder at the last mailing address in Our records.

2. **Termination of Policy.**
 - a. Cancellation of the Policy.
 - (1) The Policyholder may cancel this policy at any time by returning it, or giving written notice to Us stating the date cancellation is to take effect.
 - (2) By Us. We may cancel the policy by written notice delivered to, or mailed to, the Policyholder at the last mailing address in Our records. The notice will state the date and hour, not less than 31 days later, that cancellation is to take effect. Proof of mailing or delivery is sufficient proof of notice.
 - (3) Unearned Premiums. We will promptly refund any unearned premiums.
3. **Termination of Your Coverage.**
 - a. Your coverage will end on the earliest of the next Premium Due Date after:
 - (1) the date the policy is cancelled;
 - (2) the date You are no longer in an eligible group;
 - (3) the date the eligible group is no longer covered;
 - (4) the last day of the period for which You made any required contributions;
 - (5) the last day You are in Active Employment unless continued due to a covered Layoff or Leave of Absence or due to an Injury or Sickness as described in this certificate.

If Your coverage ends, the termination of coverage will not affect a Payable Claim as long as it occurs while You are covered under the policy.
4. **Legal Action.** No action on this policy may be brought until 60 days after written Proof of Loss has been given to Us. Any action must be started within 3 years (5 years in Kansas; 6 years in South Carolina) of the date the written proof is required to be submitted.
5. **Policyholder Records.** The Policyholder will keep a record of the vital facts of coverage for each insured employee. We may examine these records at reasonable times during the policy period and up to two years after the policy ends, or until all claims are closed, whichever is later. The Policyholder will report to Us within a reasonable time all changes in insured persons.
6. **Statements not Warranties.** Any statements made by the Policyholder or You will be considered a representation and not a warranty. We will not use a statement to deny or reduce a claim or cancel Your coverage from the original effective date unless it is in writing and signed by You.
7. **Conformity with Statute.** Terms of this policy in conflict with the laws of the state where it is delivered are amended to conform to such laws.
8. **Certificates.** We will issue individual certificates of insurance to the Policyholder for delivery to the persons insured by this policy. The certificates will state the main terms of the policy. The Policyholder will maintain a complete record of the persons insured under the policy.
9. **Changes.** A change in the policy is not valid until approved by one of Our officers and noted on or attached to this policy by Us and accepted by the Policyholder. No agent has authority to change or waive any terms of this policy. We will give written notice to the Policyholder at least 31 days in advance of a change.
10. **Changes in Your Coverage.** Once Your coverage begins, any increased or additional coverage due to a change in Your **Annual Earnings** or due to a change requested by the Policyholder will take effect on the first day of the month following the date of changed coverage. You must be in Active Employment or on a covered Layoff or Leave of Absence. If You are not in Active Employment due to Injury or Sickness, any increased or additional coverage due to a change in Your Annual Earnings or due to a change requested by the Policyholder will begin on the date You return to Active Employment. Any decrease in coverage will take effect immediately but will not affect a **Payable Claim** that occurs prior to the decrease.
11. **Fraud.** Unum will ensure that You and the Policyholder do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if You knowingly, and with intent to injure, defraud or deceive Unum or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of Your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

12. **Assignment of Interest.** You have the right to transfer the rights under this certificate to someone else. A transfer of rights is binding when We receive and register at Our office a written notice that has been signed by You. We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the provisions of the policy before receiving and registering an assignment.
13. **The Contract:** This Policy, the Certificates of Coverage, the Insured's application, riders, endorsements, and any other attached papers represents the entire contract between the Insured and Us. Statements by agents or brokers are not part of this contract. Only an executive officer of this Company can approve a change in this Policy. No one else can change this Policy or waive any of its conditions.

Signed for the Unum Life Insurance Company of America.



Secretary



President