

# First Unum Life Insurance Company

6<sup>th</sup> Floor, 99 Park Avenue, New York, NY 10016

## CERTIFICATE OF COVERAGE

**Policyholder** ..... Rochester Institute of Technology  
**Policy Number** ..... GSR 14760  
**Division, Subsidiary or Affiliate Company(ies)**.....  
**Your Coverage Effective Date** ..... 01/01/2007  
**Renewal Date** ..... 01/01/2008

**Eligible Group(s):** Class I **Description of Eligible Persons**  
All full-time active employees domiciled in the United States

First Unum Life Insurance Company (referred to as We, Our, Us or First 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 First 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. 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

#### Full-time employees in the Retirement Transition Program:

Employees must be scheduled to work at least 750 hours per year.

#### All other full-time employees:

Employees must be scheduled to work at least 1500 hours per year.

### Waiting Period

For persons in an eligible group on or before 01/01/2007: none.

For persons entering an eligible group after 01/01/2007: 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 - First Unum will apply any prior period of work with Your employer toward the waiting period to determine the Your eligibility date.

### Insured's Amount of AD&D Benefit

Class I: Annual earnings rounded to the next higher multiple of \$1,000 times 2 to a maximum amount of \$500,000.

### 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	50% 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. 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 the fixed annualized amount of remuneration for personal services being paid to the Insured by the Policyholder at the date of accident causing loss under this policy exclusive of commissions, bonuses, overtime earnings, or other incentive or special allowances as of January 1<sup>st</sup> of each year.

**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.

First Unum will not recognize You or Your spouse, children, parents, or siblings as a Doctor for that 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:

1. Loss of a hand means that all four fingers are cut off at or above the knuckles joining each to the hand.
2. Loss of a foot means that all of the foot is cut off at or above the ankle joint.
3. Loss of sight means one of the eyes is totally blind and that no sight can be restored in that eye.
4. 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.
5. Loss of speech means the total and irrecoverable loss of speech.
6. Loss of hearing means the total and irrecoverable loss of hearing in both ears.

With regard to paralysis (quadriplegia, paraplegia, hemiplegia), loss must be complete and irreversible as applied to the recovery of the use of such limbs.

**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 First 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.

**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 Insured.

## WHO IS ELIGIBLE FOR COVERAGE

A person is eligible for coverage if he or she is working for or is 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.

If You are not working due to a personal leave, and if premium is paid, You may continue to be covered for benefits under the policy for up to 3 months.

If You are not working due to a sabbatical leave, and if premium is paid, You may continue to be covered for benefits under the policy for up to 24 months.

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
- Quadriplegia (Total and irreversible paralysis of all four limbs) ..... The AD&D Benefit
- Paraplegia (Total and irreversible paralysis of both lower limbs) ..... Three Quarters 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
- Hemiplegia (Total and irreversible paralysis of One Arm and One Leg on the same side of the body) ..... 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.

**Seat Belt 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. The Injury causing Your death must occur while You are insured under the policy.

**WHAT IS EXCLUDED FROM COVERAGE**

We will not pay any claim for a loss that is caused by, contributed to by or resulting from:

1. intentionally self-inflicted injury while sane, or self-inflicted injury while sane or insane;
2. suicide (in Missouri, while sane), or any attempt at suicide;
3. war or any act of war, declared or undeclared;
4. service or full-time active duty in the armed forces of any country or international authority;
5. disease of the body, bodily or mental infirmity, or any bacterial infection other than bacterial infection due directly to an accidental cut or wound;
6. aviation other than as a fare paying passenger on a scheduled or charter flight operated by a scheduled airline;
7. 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;
8. an attempt to commit or commission of a felony under state or federal law;
9. 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. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice as soon as reasonably possible.
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.

## PAYMENT OF A 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 have the right to have the Insured examined when and so often as we may reasonably require. We have the right to select the examiner. We will pay for the examination, including the costs associated with the Insured 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:
  - a. relevant portions of the Insured's personal or business federal income tax returns; and/or
  - b. income statements.

## 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 First Unum in United States dollars.
  - b. **Grace Period.** The policy will continue in force for 31 days after the Premium Due Date if:
    - the late payment is not the first premium payment; or
    - 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.**
    - 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.
    - 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.
    - 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:
    - the date the policy is cancelled;
    - the date You are no longer in an eligible group;
    - the date the eligible group is no longer covered;
    - the last day of the period for which You made any required contributions;
    - 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 an 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.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
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 First Unum Life Insurance Company.



Secretary



President