Please read carefully the following description of your UnumProvident Term Life and AD&D insurance plan.

**Your Plan**

**Eligibility**
All active full-time employees working at least 20 hours each week and their eligible spouses/domestic partners and children (up to age 19, or 25 if they are full-time students).

**Coverage Amounts**
Your Term Life and AD&D coverage options are:
Up to 5 times salary in increments of $10,000. Minimum benefit is $50,000. Maximum benefit cannot exceed $120,000.

Your Dependent Term Life coverage options are:
- Spouse/Domestic Partner: $20,000
- Child(ren): $10,000

The maximum death benefit for a child between the ages of live birth and 6 months is $1,000.

**Note:** In order to purchase Life coverage for your dependents, you must buy coverage for yourself.

Coverage amount(s) will reduce according to the following schedule:

<table>
<thead>
<tr>
<th>Age</th>
<th>Insurance Amount Reduces to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>65% of original amount</td>
</tr>
<tr>
<td>75</td>
<td>50% of original amount</td>
</tr>
</tbody>
</table>

Coverage may not be increased after a reduction.

**Guarantee Issue**

Current Employees: If you and your eligible dependents enroll on or before 10/29/2004, you may apply for any amount of coverage up to $120,000 for yourself and any amount of coverage up to $20,000 for your spouse. If you and your eligible dependents do not enroll on or before 10/29/2004, you can apply for coverage only during an annual enrollment period and will be required to furnish evidence of insurability for the entire amount of coverage.

Employees hired on or after 01/01/2004: If you and your eligible dependents enroll within 31 days of your eligibility date, you may apply for any amount of coverage up to $120,000 for yourself and any amount of coverage up to $20,000 for your spouse. If you and your eligible dependents do not enroll within 31 days of your eligibility date, you can apply for coverage only during an annual enrollment period and will be required to furnish evidence of insurability for the entire amount of coverage.

Please see your Plan Administrator for your eligibility date.

**Changes to Coverage**
Each year you and your spouse/domestic partner will be given the opportunity to change your Life coverage. You and your spouse may purchase additional Life coverage up to the Guarantee Issue amounts without evidence of insurability if you are already enrolled in the plan. The suicide exclusion will apply to any increase in coverage.
Accelerated Benefit
If you become terminally ill and are not expected to live more than twelve months, you may request up to 100% of your life insurance amount up to $250,000, without fees or present value adjustments. A doctor must certify your condition in order to qualify for this benefit. Upon your death, the remaining benefit will be paid to your designated beneficiary(ies). This feature also applies to your covered dependents.

Retained Asset Account
Benefits of $10,000 or more are paid through the UnumProvident Retained Asset Account. This interest bearing account will be established in the beneficiary's name. He or she can then write a check for the full amount or for $250 or more, as needed.

Additional AD&D Benefits
Education Benefit: If you or your insured spouse die within 365 days of an accident, an additional benefit is paid to your insured dependent child(ren). Your child(ren) must be a full-time student beyond grade 12.

Seat Belt/Air Bag Benefit: If you or your insured dependent(s) die in a car accident and are wearing a properly fastened seat belt and/or are in a seat with an air bag, an amount will be paid in addition to the AD&D benefit.

Limitations/Exclusions/Termination of Coverage
Suicide Exclusion
Life benefits will not be paid for deaths caused by suicide in the first twenty-four months after your effective date of coverage.

No increased or additional benefits will be payable for deaths caused by suicide occurring within 24 months after the day such increased or additional insurance is effective.

AD&D Benefit Exclusions
AD&D benefits will not be paid for losses caused by, contributed to by, or resulting from:

- Disease of the body or diagnostic, medical or surgical treatment or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders;
- Suicide, self-destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while insane;
- War, declared or undeclared, or any act of war;
- Active participation in a riot;
- Attempt to commit or commission of a crime;
- The voluntary use of any prescription or non-prescription drug, poison, fume, or other chemical substance unless used according to the prescription or direction of your or your dependent’s doctor. This exclusion does not apply to you or your dependent if the chemical substance is ethanol;
- Intoxication. (“Intoxicated” means that the individual’s blood alcohol level equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the accident occurred.)
Termination of Coverage

Your coverage and your dependents’ coverage under the Summary of Benefits ends on the earliest of:

- The date the policy or 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;
- 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 the certificate of coverage;
- For dependent’s coverage, the date of your death.

In addition, coverage for any one dependent will end on the earliest of:

- The date your coverage under a plan ends;
- The date your dependent ceases to be an eligible dependent;
- For a spouse, the date of divorce or annulment.

UnumProvident will provide coverage for a payable claim which occurs while you and your dependents are covered under the policy or plan.

Next Steps

How to Apply

Current employees: To apply for coverage, complete your enrollment form by 10/29/2004.

For employees hired on or after 01/01/2004: To apply for coverage, complete your enrollment form within 31 days of your eligibility date.

Effective Date of Coverage

Your coverage will become effective on 01/01/2004. For employees who become eligible after this date, please see your Plan Administrator for your effective date.

Delayed Effective Date of Coverage

Employee: Insurance coverage will be delayed if you are not in active employment because of an injury, sickness, temporary layoff, or leave of absence on the date that insurance would otherwise become effective.

Dependent: Insurance coverage will be delayed if that dependent is totally disabled on the date that insurance would otherwise be effective. Exception: infants are insured from live birth.

“Totally disabled” means that, as a result of an injury, a sickness or a disorder, your dependent is confined in a hospital or similar institution; is unable to perform two or more activities of daily living (ADLs) because of a physical or mental incapacity resulting from an injury or a sickness; is cognitively impaired; or has a life threatening condition.

This plan highlight is a summary provided to help you understand your insurance coverage from UnumProvident. Details may differ from state to state. Please refer to your certificate booklet for your complete plan description. If the terms of this plan highlight summary or your certificate differ from your policy, the policy will govern.

Survivor financial counseling services are provided exclusively by The Ayco Company, L.P. The services are subject to availability and may be withdrawn by UnumProvident without prior notice.

Underwritten by: Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122, www.unumprovident.com

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