



Stryker Corporation

Your Group Life Insurance Plan

Policy No. 940919 051

Underwritten by Unum Life Insurance Company of America

2/1/2024



**Unum Life Insurance
Company of America**
2211 Congress Street
Portland, ME 04122
(877) 225-2712
services.unum.com

Group Life Insurance Certificate of Coverage

Policyholder: Stryker Corporation
Policy Number: 940919 051
Policy Effective Date: January 1, 2024
Policy Anniversary: January 1
Governing Jurisdiction: Michigan

This Certificate of Coverage (the "certificate") is issued to you under the policy which is a contract between us and the Policyholder. If the provisions of this certificate conflict with the provisions of the policy, the provisions of the policy will govern. The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the laws of other states and the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

This certificate provides benefits under a non-participating policy. This certificate contains proof of loss requirements, limitations, exclusions, and other provisions that may reduce benefits or prevent an Insured from receiving benefits under this certificate. Please read your certificate carefully and keep it in a safe place.

All references to defined terms, provision titles, and section headings have been capitalized.

If you have any questions about provisions of this certificate, please contact your Employer, or you may contact us at (877) 225-2712 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

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Life insurance provides protection against financial loss resulting from death.

This section includes highlights of your coverage. Please refer to the Life Details for further information on the benefits available.

Eligible Group(s)

All Howmedica Retirees (Closed Group)

Paying for Coverage

Basic Coverage

Your Employer must make premium contributions for your coverage.

Coverage Amounts

The following Coverage Amounts are available to you

Basic Coverage

\$2,500

Please refer to the Start of Coverage section of this certificate for any enrollment rules and effective dates of coverage.

Life Benefit Amount

The Life Benefit Amount is the total amount of life insurance coverage for which you are covered under the policy subject to all the provisions of this certificate.

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

Benefits will only be payable for your death that occurs on or after your Coverage Effective Date.

Death Benefit We will pay your Life Benefit Amount, in accordance with the provisions of this certificate, if you die.

Conversion

Conversion rights provide you the option to convert group life insurance coverage to any type of individual level premium whole life plan(s) in use by Unum or another insurance company which has agreed to issue conversion policies according to this conversion right. Please refer to the provisions below for additional details.

Right to Convert

You may convert all or part of your life insurance coverage to an individual level premium whole life policy without submitting Evidence of Insurability when your life insurance coverage reduces or ends due to a Qualifying Event.

For purposes of this provision, Qualifying Event means:

- you cease to be in an Eligible Group;
- your employment ends;
- your continuation of coverage, if any, ends;
- your portability coverage, if any, ends;
- the group policy ends;
- the policy is changed to end life insurance for the Eligible Group to which you belong;
- or
- your life insurance coverage is reduced:
 - on or after you reach a certain age;
 - because you change from one eligible class to another; or
 - due to a change made by the Employer to the policy.

Life insurance coverage for you cannot be converted if coverage was terminated due to non-payment of premium.

Applying for Conversion

You must apply to convert coverage within the Conversion Application Period. The first premium payment for converted coverage is due at the time you submit the conversion application.

For purposes of this provision, Conversion Application Period means the 90 day period after the date of any Qualifying Event.

Applications for conversion, which include cost information, are available from the Employer, from us, or online at services.unum.com.

Life Insurance Coverage that can be Converted

Except as limited under Limits on Right to Convert, the maximum amounts that you can convert may not exceed your life insurance coverage lost under this certificate less the amount of any life insurance coverage that you are or become eligible for under the same or any other group policy during the Conversion Application Period.

You may convert a lower amount of life insurance coverage.

Conversion is not available for any amount of life insurance for which you were not eligible for or covered for under this certificate.

Conversion is also not available for coverage which is being continued:

- in accordance with the continuation provisions found in the End of Coverage section of this certificate until such coverage ends.

Limits on Right to Convert

If your Insurance ends because of cancellation or changes to the policy, the following will apply:

You may convert a limited amount of life insurance coverage for you, if you have been covered under the Employer's group policy with us for at least five (5) years.

The maximum amount you have the right to convert is the lesser of:

- \$10,000; or

Life Details | Other Features

- your life insurance coverage under this certificate less any amounts that become available under any other group life policy offered by the Employer within 31 days after the date the policy is cancelled.

Death During the Conversion Application Period

If you die during the Conversion Application Period, we will pay a benefit equal to the maximum amount you were entitled to convert under the terms of this certificate.

If application and Premium payment has been made for an individual life conversion policy, any Premiums paid for the individual life conversion policy will be refunded. In no event will we be liable to pay a death benefit under both the group policy and the individual life conversion policy.

Premiums for Converted Insurance

Premiums for the converted life insurance coverage will be based on:

- your then attained age on the effective date of the individual life policy;
- the type and amount of insurance to be converted;
- our customary rates in use at that time; and
- the class of risk to which you belong.

If premium payment has been made, the individual life policy will be effective at the end of the Conversion Application Period.

Coverage Eligibility Date

The date on which you become eligible for coverage.

For you

If you are in an Eligible Group, you are eligible for coverage on the later of:

- the Policy Effective Date; or
- the date you retire.

Applying for Coverage

Initial Enrollment

Basic Coverage

You are not required to apply for Basic Coverage Amounts available for you.

Coverage Effective Date

Initial Enrollment

Basic Coverage

Coverage for you will begin on your Coverage Eligibility Date.

Coverage Effective Date for Plan Changes Requested by the Employer

Increases in coverage due to a plan change requested by your Employer will begin on the date of the plan change.

Decreases in coverage due to a plan change requested by your Employer will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

End of Coverage *For you*

Your coverage under this certificate ends on the earliest of:

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

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

Filing a Claim

Provide notice of a claim for benefits under this certificate as soon as possible. If there are any questions on how to file a claim, please contact us or your Employer.

Step 1 - Starting a Claim

Notice of a claim may be provided in Writing, online at: services.unum.com, or by contacting us directly at 1-800-635-5597. Notice of a claim should be provided within 30 days from the date of the death. If notice of a claim is not provided within this time period, it will not affect a Payable Claim as long as notice is provided as soon as reasonably possible.

Step 2 - Claim Forms

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

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

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

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

Mailing Address: The Benefits Center
 P.O. Box 100158
 Columbia, South Carolina 29202-3158

Fax: (800) 447-2498

Step 3 - Proof of Loss

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

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

Proof of Loss, provided at your or your authorized representative's expense, must include a certified copy of the death certificate or other lawful evidence providing equivalent information.

If the Proof of Loss is not complete, we may require you to submit additional information.

Step 4 - Continuing Proof of Loss

At our request, you must provide continuing Proof of Loss during the duration of a claim. We will request continuing Proof of Loss as often as it is reasonably necessary to do so. It must be sent to us within 45 days from the date of our request.

Failure to provide continuing Proof of Loss within this time period may delay benefit payments until we receive the required proof.

After you or your authorized representative have satisfied the requirements of this

Claim Provisions

provision, we will process and evaluate the information to determine if a claim is payable. We will notify you or your authorized representative of a claim decision and issue payment for a Payable Claim in accordance with the Payment of Benefits provision.

Authorization for Release of Information

We may require Written authorization from you or an authorized representative to allow us to obtain necessary medical and non-medical information needed for Proof of Loss. Failure to provide us with Written authorization may result in the denial of a claim if you or the authorized representative does not send proof to us and we are not able to obtain the proof required to make a claim decision.

Right to Exam, Test, or Interview

We may require you to be examined or tested by one or more Physicians, other medical practitioners, or vocational experts of our choice. We may also require you to be interviewed by an authorized representative of ours.

We have the right to interview you and to have you examined or tested as often as is reasonably necessary. Any examination, test, or interview that we require will be at our expense. If you fail to attend or fully participate, we will not pay benefits or we will stop sending benefits under this certificate.

Autopsy

We will have the right to request an Autopsy where it is allowed by law.

Payment of Benefits

All benefits will be paid to you, unless otherwise noted or unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits, refer to the Assignment provision in the General Provisions section of this certificate.

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

Beneficiary Designation and Change

When a person becomes insured under this certificate, you are responsible for designating a primary and, if applicable, a contingent beneficiary in Writing for any benefits due in the event of your death. It is important to list the full name of each beneficiary and that all beneficiary designations are kept current and provided to us or the Employer. A beneficiary designation form may be available from the Employer.

If you wish to change your beneficiary designation, you may do so by sending us or the Employer a completed, dated, and signed beneficiary designation change form. However, if you designated an irrevocable beneficiary, such beneficiary designation cannot be changed without the consent of the irrevocable beneficiary. Changes in beneficiary designations will take effect on the date notice of the beneficiary designation is signed by you.

Payment of Benefits will be administered based upon the currently available beneficiary designation on file with us or the Employer. If we have taken any action or made any payment before receiving notice of a beneficiary designation, that beneficiary designation will not go into effect for those actions taken or payments made.

If more than one beneficiary is named and the order or share of payments is not designated, the beneficiaries will share equally. The share of a beneficiary who dies before you, the share of a beneficiary who is legally unable to receive benefits, or the share of benefits that are unallocated will pass to any surviving beneficiaries in proportion to their current allocations. The aggregated shares of benefits in excess of 100% will be deducted from surviving beneficiaries in proportion to their current allocations. If you, or a party legally acting on your behalf, has made an administrative error in completing the beneficiary designation form, we may, in our discretion, and when possible to do so, interpret the designation in a reasonable way to enable us to pay the benefits promptly.

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

- you;
- your Spouse;

Claim Provisions

- your natural offspring and legally adopted Children in equal shares;
- your mother or father, or if paying both, in equal shares; or
- your sisters and brothers in equal shares.

Instead of making a payment to a surviving family member, we have the right to pay any benefits due to your estate. If there are no surviving family members, or if we are unable to determine the appropriate beneficiary(ies), any benefits due will be paid to your estate. If there is no estate, benefits will be paid as required by law.

Also, at our option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last Sickness and death. Any such payment will reduce the Life Benefit Amount payable by us.

Methods of Payment

A Retained Asset Account will be made available to your beneficiary if your Life claim is at least \$10,000.

If the Life claim is less than \$10,000, we will pay it in one lump sum to your beneficiary.

Upon Written request, other payment options may be available to you or your beneficiary.

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

If you or your beneficiary is a minor or is incompetent, we can pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of you, the minor, or your beneficiary unless or until you, the minor, or your beneficiary's appointed legal representative makes a formal claim. If we pay benefits to such person or institution, we will not have to pay those benefits again. Any such payment will reduce the Life Benefit Amount payable by us.

Overpayment of Claims

We have the right to recover any overpayments due to:

- fraud;
- misstatement of information; or
- any error we make in processing a claim.

We must be reimbursed in full. If it is not possible to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.

Legal Actions

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

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

unless applicable law requires us to afford a longer period within which to bring Legal Action.

When Days Begin and End	For the purpose of all dates under this certificate, all days begin at 12:01 a.m. and end at 12:00 midnight.
Certificate of Coverage	<p>We will provide the Employer with a certificate for distribution to each insured Employee. The certificate describes:</p> <ul style="list-style-type: none">- the coverage to which you may be entitled;- to whom we will make a payment; and- the limitations, exclusions, and requirements that apply to your coverage. <p>If the provisions of this certificate conflict with the provisions of the policy, the provisions of the policy will govern.</p>
Certificate of Coverage Contents	<p>Coverage for you is provided under the provisions of this certificate. The provisions of this certificate are made part of the policy issued to the Policyholder.</p> <p>The policy consists of all provisions of the policy, the provisions of this certificate, the Policyholder's application, the Employee's application, if applicable, and all related schedules, riders, amendments, and endorsements.</p>
Cancellation or Modification to the Policy and this Certificate of Coverage	<p>The policy and this certificate may be cancelled or modified by the Employer at any time without your consent. Any cancellation or modification to the policy or certificate requested by the Employer will take effect on the date agreed upon by us and the Employer.</p> <p>Any policy and certificate modifications resulting in an increase to your coverage may be subject to Evidence of Insurability Requirements. Once age reductions begin, your Life Benefit Amount will not increase or decrease due to a plan change made by the Employer. All policy and certificate modifications will take effect according to the provisions in the Start of Coverage section of this certificate.</p>
Policy Change Authority	No other person, including a broker or agent, may change or waive any part of this policy. This Policyholder and Unum may mutually agree to change this policy at any time without your consent. No change to this policy will be effective unless signed by an officer of our company and endorsed on or attached to this policy.
Representation in Applications	Any statements made by you will, in the absence of Fraud, be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application in Writing from you.
Assignment	<p>An Assignment transfers all or part of your legal title and rights under the policy and this certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the policy and this certificate if:</p> <ul style="list-style-type: none">- the Written form has been signed by you and the assignee and the Assignment in its Written form is acceptable to us; and- in our discretion, we may reject and have no obligation under an Assignment unless a signed or certified copy of the Written Assignment has been received and recorded by us prior to the loss. <p>An Assignment will take effect on the date you sign the Assignment. However, if we have taken any action or made any payment before we receive a notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made prior to our receipt of the notice of Assignment. Unless stated otherwise in, or allowed by the Assignment, the assignment does not change a beneficiary designation.</p> <p>You are responsible for assuring the validity of any assignment. Please verify with your own legal counsel that your Assignment meets the legal requirements in your state.</p>
Contestability	We will take legal or other action, if appropriate to do so, to cancel, to deny, or limit coverage or benefits based on statements made in signed applications for coverage, including Evidence of Insurability forms, only when a death occurs during the first two years after your Coverage Effective Date. However, in the event of non-payment of

General Provisions

premium, we can take legal or other action at any time as permitted by applicable law.

To confirm the accuracy of your signed application, we may require additional information, including but not limited to completion of a medical treatment form and medical records.

Misstatement of Information

If we receive information about you that is incorrect, we will:

- review the information to decide whether you have coverage and in what amounts; and
- if necessary, make the applicable premium adjustments.

Fraud

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

It is a crime to defraud or attempt to defraud us into issuing coverage or paying benefits that we would otherwise not have issued or paid. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

Fraudulent and deceptive actions may result in denial of a claim, and may be subject to prosecution and punishment under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

Agency

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

Workers' Compensation or State Disability Insurance

This certificate does not provide coverage under any workers' compensation or state disability insurance law.

Communicating with you or your Employer

We may communicate verbally or in Writing with you or your Employer.

Privacy and Data Protection

We will abide by all applicable privacy and data protection laws and regulations.

Employer	The Policyholder, including all covered United States divisions, subsidiaries, affiliated companies, and entities of the named Policyholder for whom premium is being paid.
Hospital	An accredited facility licensed to provide medical care and treatment.
Insured	Any person who has coverage under the policy.
Payable Claim	A claim for which we are liable under the provisions of the policy.
Physician	<p>A person performing tasks that are within the limits of their medical license and is also:</p> <ul style="list-style-type: none">- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;- licensed to practice medicine, 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. <p>We will not recognize you, your Spouse, children, parents, siblings, a past or present business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.</p>
Plan	Your Employer's Life Welfare Benefit Plan under ERISA which includes this certificate, your Employer's Group Life Insurance Policy, and other benefit plan documents consistent with this Plan.
Policyholder	The entity to which the policy is issued.
Retained Asset Account	An interest-bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.
Retiree	A person, also referred to as "you", who was in active employment in the United States just prior to their date of retirement. References to "Employee" throughout this certificate will read "Retiree" as it applies.
Unum Life Insurance Company of America	Referred to as "Unum" and "we," "us," and "our."
Writing or Written	A record on or transmitted by paper, electronic, or telephonic means consistent with applicable law.

GROUP LIFE

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

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

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

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

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

If you had group life coverage in place with your employer through another carrier when your employer changed carriers to Unum, your prior coverage may be continued under the Unum plan to the extent the laws of your resident state require such right to continue.

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

The state of **Vermont** requires us to notify you that if there is a conflict between the laws of the state where the policy is issued and the laws of Vermont, the laws of Vermont will control.

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

For residents of Arkansas:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

For residents of Florida:

The **Continuation of Your Coverage During Extended Absences** provision for *Leave of Absence due to Injury or Sickness* in the End of Coverage section of the certificate is amended as follows:

Provided premium is paid, you will be covered up to the later of:

- your retirement date; or
- 6 months from the date your absence begins.

The **Overpayment of Claims** provision in the **Claim Provisions** section of the certificate is amended as follows:

We have the right to recover any overpayments due to:

- fraud (including any misrepresentations, omissions, concealment of facts or incorrect statements); or
- any error we make in processing a claim.

We must be reimbursed in full. If it is not possible to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.

The **Legal Actions** provision in the **Claim Provisions** section of the certificate is amended as follows:

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

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

unless applicable law requires us to afford a longer period within which to bring Legal Action.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you, your beneficiary, or your authorized representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

The **Misstatement of Information** provision in the **General Provisions** section of the certificate is replaced with a **Misstatement of Age** provision and reads as follows:

If an Insured's age is misstated, we will:

- review the information to decide whether the Insured has coverage and in what amounts; and
- if necessary, make the applicable premium adjustments.

For residents of Idaho:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

For residents of Louisiana:

The **Filing a Claim** provision for *Step 3 - Proof of Loss* in the **Claim Provisions** section of the certificate is amended to remove the second paragraph which provides that in no event can Proof of Loss be submitted after the expiration of the time limit for commencing Legal Action as stated in the certificate, even if the failure

to provide Proof of Loss is due to a lack of legal capacity or if state law provides an exception to the one year time period.

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

In the absence of fraud, any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

The **Misstatement of Information** provision in the **General Provisions** section of the certificate is replaced with a **Misstatement of Age** provision and reads as follows:

If an Insured's age is misstated, we will:

- review the information to decide whether the Insured has coverage and in what amounts; and
- if necessary, make the applicable premium adjustments.

For residents of Maine:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

A **Continuation of Coverage for Total Disability** provision is added to the **End of Coverage** section of the certificate as follows:

Provided premium is paid, coverage may be continued for up to six months from the date your Total Disability began, but not later than the earlier of:

- the date you are approved for continuation under any disability provision included in the policy; or
- the cancellation of your Employer's group policy.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

A **Total Disability** definition is added to the **Glossary** section of the certificate as follows:

For purposes of the Continuation of Coverage for Total Disability provision, Total Disability means that due to an Injury or Sickness you are not working in any occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

For residents of Minnesota:

The **Conversion** provision for *Life Insurance Coverage that can be Converted* in the **Life Details - Other Features** section of the certificate is amended to remove reference to the Limits on Right to Convert.

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate is removed.

A **Life Insurance Continuation Rights** provision is added to the **End of Coverage** section of the certificate for you, and if applicable your Spouse and Children who have life insurance coverage under the policy, as follows:

If you are an employee who is a resident of the state of Minnesota, you have the right to continue life insurance coverage for yourself, your Spouse, and your Children if life insurance coverage ends because you have:

- voluntarily or involuntarily terminated employment; or
- been Laid Off.

For purposes of this provision, Laid Off means you are working less than the minimum number of hours defined by your Eligible Group in this certificate.

Life insurance coverage cannot be continued if:

- you end employment because of gross misconduct; or
- the Employer's group policy is cancelled.

Notification of Continuation of Life Insurance Coverage

The Employer must inform you in Writing, within 14 days from the date of your termination of employment or within 14 days from the date you were Laid Off of:

- your right to continue life insurance coverage;
- the monthly premium amount, which cannot exceed 102% of the cost under the Employer's group life insurance policy, that you must send to the Employer;
- the manner in which and the office of the Employer to which payment is to be made or sent; and
- the time the payments are due to the Employer.

The Employer must send you notice by first class mail to your last known address which you have provided to the Employer. If the Employer fails to notify you and your insurance stops, the Employer will be liable to pay the life insurance benefit Unum would have paid had your, your Spouse, or your Children's life insurance coverage remained in force.

Death During the 60 Day Election Period

If you, your Spouse, or your Children die during the 60 day election period and before you elect to keep life insurance coverage in force under this provision, you will have been considered to have elected to continue life insurance coverage under this provision. A death benefit will be payable for you or your covered Spouse, or your covered Children, to you or your beneficiary equal to the amount of life insurance coverage that could have been continued less any unpaid premium owed as of the date of death.

End of Continuation of Life Insurance Coverage

Life insurance coverage will end on the earliest of:

- 18 months from:
 - the date of your terminated employment; or
 - the date you were Laid off;
- the date you obtain life insurance under another group policy; or
- the date the Employer's group policy is cancelled.

When life insurance coverage ends on one of the dates above, you, your Spouse, and your Children may convert your life insurance coverage in accordance with the Conversion provision of this certificate.

For residents of Missouri:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium". In addition to non-payment of premium, if your coverage includes Accidental Death and/or Waiver of Premium and/or total disability benefit claims, each of those also replaces the reference to "fraud."

For residents of Montana

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you, your beneficiary, or your authorized representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

For residents of New Hampshire:

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate is amended to include the following:

Your Employer must notify you in Writing of your right to convert all or part of your life insurance coverage within 15 days after the group policy is cancelled or the policy is changed to end life insurance for the Eligible Group to which you belong.

If your Employer does not provide Written notice to you within those 15 days, the time allowed for you to exercise your right to convert will be extended for 15 days from the date you are notified.

The **Continuation of Your Coverage During Extended Absences** provision in the **End of Coverage** section of the certificate has been amended to include the following for *Strike, Lockout, Labor Dispute*:

Strike, Lockout, Labor Dispute

You will be covered up to the earliest of:

- the expiration of 6 months from the date you ceased Active Employment; or
- the date you accept employment with another Employer.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

For residents of North Carolina:

The **Filing a Claim** provision for Step 3 - Proof of Loss in the **Claim Provisions** section of the certificate is amended to read that Proof of Loss must be sent to us no later than 180 days after the date of death or Covered Loss.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

For residents of Ohio:

A *Notice of Right to Convert* has been added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must provide notification of the Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not provide notification within those 15 days, the time allowed to exercise your Right to Convert will be extended for 15 days from the date notification is given.

In no event will the time allowed to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Conversion** provision for *Life Insurance Coverage that can be Converted* in the **Life Details - Other Features** section of the certificate is amended to make Conversion available for coverage which is being continued under another provision or rider.

A provision for **Continuation of Coverage for Total Disability** has been added to the **End of Coverage** section in the certificate as follows:

Provided premium is paid, coverage may be continued for up to six months from the date your Total Disability began, but not later than the earlier of:

- the date you are approved for continuation under any disability provision included in the policy; or
- the cancellation of your Employer's group policy.

The **Filing a Claim** provision for *Step 3 - Proof of Loss* in the **Claim Provisions** section of the certificate is amended as follows:

Proof of Loss should be sent to us within 90 days after the date of death or Covered Loss or as soon as reasonably possible.

Proof of Loss, provided at your expense, must establish the nature and extent of the disability, and include, but not be limited to the following:

- a certified copy of the death certificate or other lawful evidence providing equivalent information;
- the date of Covered Loss;
- the cause of death or Covered Loss;
- the name and address of any Hospital where treatment was received, including all attending Physicians; and
- appropriate documentation of your Earnings.

If the Proof of Loss is not complete, we may require you to submit additional information.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended to include the following statement:

Benefits for which we are liable will be paid immediately, or within two months after we receive Written Proof of Loss.

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

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

A **Complaint Process** provision has been added in the **General Provisions** section of the certificate as follows:

If we receive notice of a complaint by telephone call, we will respond with a return telephone call within 24 hours and send written correspondence to the complainant within 10 business days from receipt of the phone call. Upon written receipt of a complaint, we will respond in writing to the complainant within 10 business days from receipt of the complaint.

Unum Life Insurance Company of America
Attn: Customer Relations
2211 Congress Street
Portland, ME 04122
800-321-3889 #2
e-mail: custrel@unum.com

In our written response, we address all issues stated in the complaint and include any necessary attachments such as a copy of the policy, a copy of the claim file, copies of all correspondence and any other pertinent documentation.

You also have the right to file a complaint with the Ohio Department of Insurance, Consumer Services Division, 50 West Town Street, Third Floor-Suite 300, Columbus, Ohio 43215, (614) 644-2673, toll free in Ohio 1-800-686-1526. Complaints may also be filed via the internet at <http://insurance.ohio.gov>.

A **Total Disability** definition is added to the **Glossary** section of the certificate as follows:

For purposes of the Continuation of Coverage for Total Disability provision, Total Disability means that due to an Injury or Sickness you are not working in any occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

The following notice appears in the **State Requirements** section of the certificate as follows:

Holders of Certificates issued, delivered, or used in Ohio are entitled to all the protections afforded them under Ohio law, including without limitation, Title XXXIX of the Ohio Revised Code.

If you are an Ohio resident insured under a group policy issued to an employer outside of Ohio, the following provision on the face page of your certificate is removed: "If the provisions of this certificate conflict with the provisions of the policy, the provisions of the policy will govern."

For residents of Oregon:

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

For residents of South Carolina:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Continuation of Your Coverage During Extended Absences** provision for *Leave of Absence due to Injury or Sickness* in the End of Coverage section of the certificate is amended as follows:

Provided premium is paid, you will be covered up to the later of:

- your retirement date; or
- 6 months from the date your absence begins.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

For residents of Utah:

The **Exclusions** provision in the **Life Details | Exclusions and Limitations** section of the certificate is amended to include the following:

If suicide results within 24 months of the effective date of coverage any premium paid by the Insured will be returned to the beneficiary and any premium paid by the Employer will be returned to the Employer.

A provision for **Continuation of Coverage for Total Disability** has been added to the **End of Coverage** section of the certificate as follows:

Provided premium is paid, coverage may be continued for up to six months from the date your Total Disability began, but not later than the earlier of:

- the date you are approved for continuation under any disability provision included in the policy; or
- the cancellation of your Employer's group policy.

Step 3 - Proof of Loss in the **Filing a Claim** provision in the **Claim Provisions** section of the certificate has been amended to read as follows:

Proof of Loss must be sent to us no later than 90 days after the date of death or Covered Loss. If it is not reasonably possible to provide Proof of Loss within this time period, it will not affect a Payable Claim if it is provided as soon as reasonably possible.

Proof of Loss, provided at your or your authorized representative's expense, must include, but not be limited to the following:

- a certified copy of the death certificate or other lawful evidence providing equivalent information;
- the date of Covered Loss;
- the cause of death or Covered Loss;
- the name and address of any Hospital where treatment was received, including all attending Physicians; and
- documentation of your financial records, upon request and where appropriate, including but not limited to, Earnings and income tax returns.

If the Proof of Loss is not complete, we may require you to submit additional information.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

A definition for **Total Disability** has been added to the **Glossary** section of the certificate as follows:

For purposes of the Continuation of Coverage for Total Disability provision, Total Disability means that due to an Injury or Sickness you are not working in any occupation.

While you are Disabled you must be under the Regular and Appropriate Care of a Physician. The loss of professional or occupational licenses or certifications, by themselves, will not be considered a Disability.

For residents of Vermont:

A *Notice of Right to Convert* has been added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

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

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

A person who, with intent to defraud or knowing that they are facilitating a fraud against an insurer, submits an application, or files a claim containing a false or deceptive statement, may be proven guilty of fraud or may be found guilty of fraud.

We will pursue all appropriate legal remedies in the event of insurance fraud.

The **Accident** definition in the **Glossary** section of the certificate has been amended as follows:

An unintended or unforeseen bodily Injury sustained by an Insured, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition which occurs while coverage is in force under the policy.

For residents of Washington:

If the provisions of the certificate conflict with the provisions of the policy, the provisions of the certificate will govern.

The **Exclusions** provision in the **Life Details | Exclusions and Limitation** section of the certificate is removed in its entirety.

A *Notice of Right to Convert* has been added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Continuation of Your Coverage During Extended Absences** provision in the **End of Coverage** section of the certificate has been amended to include the following:

Strike, Lockout, Labor Dispute

You will be covered up to the earliest of:

- the expiration of 6 months from the date you ceased Active Employment; or
- the date you accept employment with another Employer.

The last paragraph of the **Beneficiary Designation and Change** provision in the **Claim Provisions** section of the certificate has been amended as follows:

Also, at our option, we may pay the person or persons who, in our opinion, have incurred expenses for an Insured's last Sickness and death, an amount up to the lesser of:

- 10% of the Death Benefit for Life; or
- \$1,000.

The provision **Representation in Applications** in the **General Provisions** section of the certificate has been amended as follows:

Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application in Writing from you and a copy of the signed application has been provided to you, your beneficiary, or your authorized representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

The **Description of Services** provision is amended as follows:

We have arranged to make available certain services to Employees who become insured with us, or their employers or membership organizations. These services may include:

- will preparation services;
- financial planning and estate planning services;
- probate and estate settlement services;
- grief counseling; or
- funeral planning and funeral services.

The services are in addition to the insurance coverage provided under the policy. Participation is voluntary.

These services may be offered by us directly or through third-party providers. Where the third-party providers offer these services, they - not us - are responsible and liable for the provision of them.

The Policyholder and covered Employees will be provided with complete details about available services and a telephone number to call with questions about the service.

For residents of West Virginia:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate is amended as follows:

If your insurance ends because the group policy is cancelled or the policy is changed to end life insurance for the Eligible Group to which you belong, the following will apply:

You may convert a limited amount of life insurance coverage for you, if you have been covered under the Employer's group policy with us for at least three (3) years and the Employer's group policy has been in force for at least five (5) years.

The maximum amount you have the right to convert is the lesser of:

- \$10,000; or
- your life insurance coverage under this certificate less any amounts that become available under any other group life policy offered by the Employer within 31 days after the date the policy is cancelled.

For residents of Wisconsin:

The **Legal Actions** provision in the **Claim Provisions** section of the certificate is amended as follows:

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

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

unless applicable law requires us to afford a longer period within which to bring Legal Action.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to include nonpayment of premium in the last sentence of the first paragraph as follows:

However, in the event of fraud or non-payment of premiums, we can take legal or other action at any time as permitted by applicable law.

For residents of Wyoming:

A *Notice of Right to Convert* is added to the **Conversion** provision in the **Life Details - Other Features** section of the certificate as follows:

Notice of Right to Convert

Your Employer must notify you of your Right to Convert all or part of your life insurance coverage within 15 days from the end of the Conversion Application Period.

If your Employer does not notify you within those 15 days, the time allowed for you to exercise your Right to Convert will be extended for 15 days from the date you are notified.

In no event will the time allowed for you to exercise your Right to Convert be extended beyond 60 days from the end of the Conversion Application Period.

The **Conversion** provision for *Limits on Right to Convert* in the **Life Details - Other Features** section of the certificate has been amended to read as follows:

If your insurance ends because the group policy is cancelled or the policy is changed to end life insurance for the Eligible Group to which you belong, the following will apply:

You may convert a limited amount of life insurance coverage for you, if you have been covered under the Employer's group policy with us for at least three (3) years.

The maximum amount you have the right to convert is the lesser of:

- \$10,000; or
- your life insurance coverage under this certificate less any amounts that become available under any other group life policy offered by the Employer within 31 days after the date the policy is cancelled.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended to include the following statement:

Benefits for which we are liable will be paid within 45 days after we receive Proof of Loss and any additional supporting evidence. Any death benefits will include interest from the date of death up to the date of payment.

The **Beneficiary and Designation Change** provision in the **Claim Provisions** section of the certificate is amended as follows for benefits that are payable to your estate:

To the extent permitted by law, the amount payable to your estate will not be subject to any claims of any creditor or creditor's representative.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to replace the reference to "fraud" in the last sentence of the first paragraph with "non-payment of premium".

Additional Plan Description Information

If this policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. Benefit determinations are controlled exclusively by the policy, your certificate of coverage and the information contained in this document.

If there is a conflict between any summary plan description (SPD) provided by your employer and the policy, the terms of the policy will control with the exception that the grant of discretionary authority in the SPD will always control with respect to the interpretation and administration of the policy and all benefit determinations made under the policy.

Name of Plan:

Stryker Corporation Welfare Benefits Plan

Name and Address of Employer:

Stryker Corporation
1941 Stryker Way
Portage, Michigan
49002

Plan Identification Number:

- a. Employer IRS Identification #: 38-1239739
- b. Plan #: 501

Type of Welfare Plan:

Life

Type of Administration:

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

ERISA Plan Year Ends:

December 31

Plan Administrator, Name, Address, and Telephone Number:

Stryker Corporation
1901 Romence Road
Portage, Michigan
49002
(269) 385-2600

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

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

Stryker Corporation
1941 Stryker Way
Portage, Michigan
49002

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

Funding and Contributions:

The Plan is funded by insurance issued by Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122 (hereinafter referred to as "Unum") under policy number 940919 051. Contributions to the Plan are made as stated under Paying for Coverage in the Certificate of Coverage.

Employer's Right to Amend the Plan

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

Employer's Right to Request Policy Change

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

Cancellation of the Policy by the Employer

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

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

Cancellation or Modification of the Policy by Us

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

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

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

Claims Procedures

If a claim is based on death

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

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

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

Appeal Procedures

If an appeal is based on death

If you or your authorized representative appeal a denied claim, it must be submitted within 60 days after you receive Unum's notice of denial. You have the right to:

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

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

and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

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

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 an inflation adjustable daily penalty until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

Should the plan fail to establish or follow ERISA required disability claims procedures, you may be entitled to pursue legal remedies under section 502(a) of the Act without exhausting your administrative remedies, as more completely set forth in section 503-1(I).

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.

OTHER RIGHTS

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

DISCRETIONARY ACTS

The Plan grants to itself the discretionary authority to make all benefit determinations under the Plan.

The Plan, acting through the Plan Administrator, delegates to Unum Insurance Company ("Unum") and its parents and affiliates the discretionary authority to make all benefit determinations pursuant to Plan documents, which include insurance policies and other documents evidencing funding for benefits provided under the Plan. Unum may act directly or through its parents, employees and agents, or further delegate its authority through contracts, letters or other documentation or procedures to other affiliates or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and applying Plan terms and conditions. Exercising discretionary authority requires that a benefit determination must be made on a principled and reasoned basis, consistent with a reasonable interpretation of the terms of the Plan or insurance policy, and supported by the facts and circumstances of each claim.

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

Privacy Notice

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

COLLECTING INFORMATION

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

SHARING INFORMATION

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

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

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

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

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

SAFEGUARDING INFORMATION

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

ACCESS TO INFORMATION

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

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

CORRECTION OF INFORMATION

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

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

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

COVERAGE DECISIONS

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

CONTACTING US

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

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

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

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