



Tyson Foods, Inc.

Your Group Life and Accidental Death  
and Dismemberment Plan

Identification No. 112392 011

Underwritten by Unum Life Insurance Company of America

11/27/2017



## CERTIFICATE OF COVERAGE

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

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

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

If the terms and provisions of the certificate of coverage (issued to you) are different from the Summary of Benefits (issued to the Employer), the Summary of Benefits will govern. The Summary of Benefits may be changed in whole or in part. Only an officer or registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to the Summary of Benefits. Any other person, including an agent, may not change the Summary of Benefits or waive any part of it.

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

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

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

## TABLE OF CONTENTS

BENEFITS AT A GLANCE .....	3
LIFE INSURANCE PLAN .....	3
BENEFITS AT A GLANCE .....	5
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN .....	5
CLAIM INFORMATION .....	7
LIFE INSURANCE .....	7
CLAIM INFORMATION .....	9
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE .....	9
GENERAL PROVISIONS .....	13
LIFE INSURANCE .....	16
BENEFIT INFORMATION .....	16
OTHER BENEFIT FEATURES.....	20
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE .....	22
BENEFIT INFORMATION .....	22
STATE REQUIREMENTS .....	24
GLOSSARY .....	25

## BENEFITS AT A GLANCE

### LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan.

#### EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: July 1, 2002

#### IDENTIFICATION

NUMBER: 112392 011

#### ELIGIBLE GROUP(S):

All full-time hourly employees of Tyson Foods, Inc., as well as employees in a participating collectively bargained unit in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

#### WAITING PERIOD:

For employees in an eligible group on or after January 1, 2014:

First of the month following 59 days of continuous active employment.

Unum will apply any period of time you are on an Employer approved leave of absence toward the waiting period.

Unum will apply any period of time you have not been in active employment due to termination and reinstatement under Tyson's reinstatement guidelines toward the waiting period.

#### REINSTATEMENT:

If your employment ends and you are reinstated based on Tyson reinstatement guidelines, your time since most recent date of hire will apply toward the waiting period. All other Summary of Benefits' provisions apply.

#### CREDIT PRIOR SERVICE:

Unum will apply any prior period of work since your most recent date of hire with your Employer toward the waiting period to determine your eligibility date.

#### WHO PAYS FOR THE COVERAGE:

All eligible groups previously defined above

For you:

*If you participate in a supplemental Unum group life insurance plan, in addition to the Basic Unum group life insurance plan, with the Employer:*

Contributions to the Plan may include both Employer and employee contributions. The contributions made by you and your Employer, if any, for this coverage may be used by the Plan to provide any of the benefits under the Plan.

*If you do not participate in a supplemental Unum group life insurance plan with the Employer:*  
Contributions to the Plan are paid by the Employer.

## LIFE INSURANCE BENEFIT:

### AMOUNT OF LIFE INSURANCE FOR YOU

1 x annual earnings

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

### AMOUNT OF LIFE INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

If you have reached age 70, your amount of life insurance will be:

- 60% of the amount of life insurance you had prior to age 70; or
- 60% of the amount of life insurance shown above if you become insured on or after age 70.

Note: Any increases in the amount of your insurance due to a change in your annual earnings will be added from the original amount in force prior to age 70 and the recalculated amount will be reduced according to the above reductions.

Should you become insured on or after age 70, the reductions shown above will be applied to your amounts of insurance.

### MINIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

\$20,000

Note: The minimum benefit is subject to reduction as described under AMOUNT OF LIFE INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

### MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

\$1,000,000

SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

### OTHER FEATURES:

Accelerated Benefit

Conversion

Portability

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

## BENEFITS AT A GLANCE

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

This accidental death and dismemberment insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death or for you in the event of any other covered loss. The amount you or your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death or any other covered loss according to the terms and provisions of the plan.

#### EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: July 1, 2002

#### IDENTIFICATION

NUMBER: 112392 011

#### ELIGIBLE GROUP(S):

All full-time hourly employees of Tyson Foods, Inc., as well as employees in a participating collectively bargained unit in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

#### WAITING PERIOD:

For employees in an eligible group on or after January 1, 2014:

First of the month following 59 days of continuous active employment.

Unum will apply any period of time you are on an Employer approved leave of absence toward the waiting period.

Unum will apply any period of time you have not been in active employment due to termination and reinstatement under Tyson's reinstatement guidelines toward the waiting period.

#### REINSTATEMENT:

If your employment ends and you are reinstated based on Tyson reinstatement guidelines, your time since most recent date of hire will apply toward the waiting period. All other Summary of Benefits' provisions apply.

#### CREDIT PRIOR SERVICE:

Unum will apply any prior period of work since your most recent date of hire with your Employer toward the waiting period to determine your eligibility date.

#### WHO PAYS FOR THE COVERAGE:

All eligible groups previously defined above

For you:

*If you participate in a supplemental Unum group AD&D insurance plan, in addition to the Basic Unum group AD&D insurance plan, with the Employer:*

Contributions to the Plan may include both Employer and employee contributions. The contributions made by you and your Employer, if any, for this coverage may be used by the Plan to provide any of the benefits under the Plan.

*If you do not participate in a supplemental Unum group AD&D insurance plan with the Employer:*  
Contributions to the Plan are paid by the Employer.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:

AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOU  
(FULL AMOUNT)

1 x annual earnings

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AVAILABLE IF YOU  
BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

If you have reached age 70, your amount of AD&D insurance will be:

- 60% of the amount of AD&D insurance you had prior to age 70; or
- 60% of the amount of AD&D insurance shown above if you become insured on or after age 70.

Note: Any increases in the amount of your insurance due to a change in your annual earnings will be added from the original amount in force prior to age 70 and the recalculated amount will be reduced according to the above reductions.

Should you become insured on or after age 70, the reductions shown above will be applied to your amounts of insurance.

MINIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU:

\$20,000

Note: The minimum benefit is subject to reduction as described under AMOUNT OF  
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AVAILABLE IF YOU BECOME  
INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU:

\$1,000,000

SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.

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



## CLAIM INFORMATION

### LIFE INSURANCE

#### *WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?*

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on death, written notice and proof of claim must be sent no later than 90 days after the date of death.

If it is not possible to give proof within this time limit, it must be given no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

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

#### *WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?*

Proof of claim, provided at your or your authorized representative's expense, must show the cause of death. Also a certified copy of the death certificate must be given to us.

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

#### *WHEN CAN UNUM REQUEST AN AUTOPSY?*

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

#### *HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)*

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your life insurance. You may change your beneficiary at any time by filing a form approved by Unum with your Employer. The new beneficiary designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before your Employer receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to the first survivor in the order listed below:

- spouse;
- your estate.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's 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.

#### *HOW WILL UNUM MAKE PAYMENTS?*

If your life claim is at least \$10,000, Unum will make available to the beneficiary a retained asset account (the Unum Security Account).

Payment for the life claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

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

Also, your beneficiary may request the life claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

#### *WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?*

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

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

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

#### *WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR LIFE INSURANCE? (Assignability Rights)*

The rights provided to you by the plan for life insurance are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s) provisions before receiving and registering an assignment.

## CLAIM INFORMATION

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### *WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?*

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

Written notice and proof of claim must be sent no later than 90 days after the date of death or the date of any other covered loss.

If it is not possible to give proof within this time limit, it must be given no later than 1 year after the time proof is required as specified above. This time limit will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

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

#### *HOW DO YOU FILE A CLAIM FOR A COVERED LOSS?*

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

#### *WHAT INFORMATION IS NEEDED AS PROOF OF CLAIM?*

If claim is based on death or other covered loss, proof of claim for death or covered loss, provided at your or your authorized representative's expense, must show:

- the cause of death or covered loss;
- the extent of the covered loss;
- the date of covered loss; and
- the name and address of any hospital or institution where treatment was received, including all attending physicians.

Also, in case of death, a certified copy of the death certificate must be given to us.

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

#### *WHEN CAN UNUM REQUEST AN AUTOPSY?*

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

#### *HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)*

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your accidental death and dismemberment insurance. You may change your beneficiary at any time by filing a form approved by Unum with your Employer. The new beneficiary

designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before your Employer receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to the first survivor in the order listed below:

- spouse;
- your estate.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's 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.

#### *HOW WILL UNUM MAKE PAYMENTS?*

If your accidental death or dismemberment claim is at least \$10,000 Unum will make available to you or your beneficiary a retained asset account (the Unum Security Account).

Payment for the accidental death or dismemberment claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the accidental death or dismemberment claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, your beneficiary may request the accidental death claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

All other benefits will be paid to you.

#### *WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?*

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

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

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

*WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS? (Assignability Rights)*

The rights provided to you by the plan(s) for accidental death insurance benefits are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

## IMPORTANT INFORMATION REGARDING THE ACCELERATED BENEFIT

The insurance evidenced by this certificate provides life insurance, with the accelerated benefit option (An accelerated payment of your death benefit as a result of a terminal illness which reduces life expectancy to less than 12 months).

- Receipt of these accelerated benefits may be taxable. Assistance should be sought from a personal tax advisor.
- Example of accelerated benefit amount and the effect of the payment on the remaining amount of life insurance.

\$75,000	Your life amount
\$37,500	The accelerated benefit amount (accelerated payment of your death benefit)
\$37,500	The amount of life insurance remaining after payment of the accelerated benefit. (This is what will be paid to the beneficiary upon your death).

- There may be up to a 3% adjustment to the manual rates for this accelerated benefit.

## GENERAL PROVISIONS

### *WHAT IS THE CERTIFICATE OF COVERAGE?*

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

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

### *WHEN ARE YOU ELIGIBLE FOR COVERAGE?*

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

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

### *WHEN DOES YOUR COVERAGE BEGIN?*

Your Employer pays 100% of the cost of your coverage. You will be covered at 12:01 a.m. on the date you are eligible for coverage.

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

If you are absent from work on October 1, 2002, or on the date your Employer changes insurance carriers to Unum, due to an Employer approved non-medical leave of absence, Unum will provide coverage for you if you were covered under the prior insurance carrier's policy. Your coverage, in accordance with Group Identification number 112392, is subject to payment of premium.

If you are absent from work due to injury, sickness, temporary layoff or all other Employer approved leaves of absence, your coverage will begin on the date you return to active employment.

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

If you are on a temporary layoff, and if premium is paid, you will be covered for up to 6 months from the date your temporary layoff begins, subject to the Employer's layoff policy.

If you are on a leave of absence, and if premium is paid, you will be covered for up to the end of the month following 6 months from the date your leave of absence begins, subject to the Employer's leave of absence policy.

If you are on a leave of absence due to a Workers Compensation Claim, and if premium is paid, you will be covered for up to your employment termination date, subject to the Employer's leave of absence policy.

### *WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?*

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by your Employer will take effect immediately or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. 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 plan change will begin on the date you return to active employment.

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

#### *WHEN DOES YOUR COVERAGE END?*

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

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions;
- the day you cease to be regularly scheduled to work at least 30 hours per week;
- the date you retire; or
- 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 of coverage.

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

#### *WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?*

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

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

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

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

We will use only statements made in a signed application or an evidence of insurability form as a basis for doing this.

Except in the case of fraud, Unum can take action only in the first 2 years coverage is in force.

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

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

#### *HOW WILL UNUM HANDLE INSURANCE FRAUD?*

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



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

*DOES THE SUMMARY OF BENEFITS REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?*

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

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

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

## LIFE INSURANCE

### BENEFIT INFORMATION

#### *WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT?*

Your beneficiary(ies) will receive payment when Unum approves your death claim.

#### *WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF DEATH?*

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

#### *HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IF UNUM APPROVES YOUR DEATH CLAIM?*

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

#### *WHAT ARE YOUR ANNUAL EARNINGS?*

"Annual Earnings" means your gross annual income from your Employer, not including shift differential, in effect just prior to the date of loss. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account. It does not include income received from commissions, bonuses, overtime pay or any other extra compensation or income received from sources other than your Employer.

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

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

#### *WILL PREMIUM BE CONTINUED IF YOU BECOME TOTALLY DISABLED?*

If you become totally disabled while covered under this plan, your life insurance coverage will continue, with payment from your Employer, for as long as you remain totally disabled.

Totally disabled means you are unable to perform any work for compensation or profit as a result of an injury or sickness.

You must provide proof of disability acceptable to Unum. Proof of disability must be furnished as soon as reasonably possible, but no later than one year from the date your disability began. Subsequent proof must be given each year thereafter, within 3 months prior to the anniversary of the original acknowledgement of disability.

The amount of life insurance continued is the amount of your coverage in effect on the date just prior to the date of your disability. This amount is subject to any age reductions that are shown in the "BENEFITS AT A GLANCE" page. Your amount of life insurance will not increase while your coverage is continued.

If your death occurs while you are totally disabled and while the plan remains in effect, your amount of life insurance will be payable to your beneficiary provided proof of total disability has been furnished.

If a conversion policy is issued, it must be returned without claim before your coverage is continued under this provision. If you die before the conversion policy is returned, any amount of insurance paid under this provision will be reduced by the amount of the converted policy.

Life insurance coverage would end on the earlier of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you are no longer totally disabled;
- the date you fail to furnish proof of disability when required; or
- 2 years following the date your disability began.

#### *WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)*

When coverage ends under the plan, you can convert your coverage to an individual life policy, without evidence of insurability. The maximum amount that you can convert is the amount you are insured for under the plan. You may convert a lower amount of life insurance.

You must apply for individual life insurance under this life conversion privilege and pay the first premium within 31 days after the date:

- your employment terminates; or
- you no longer are eligible to participate in the coverage of the plan.

If you convert to an individual life policy, then return to work, and, again, become insured under the plan, you are not eligible to convert to an individual life policy again. However, you do not need to surrender that individual life policy when you return to work.

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. You may elect one year of Preliminary Term insurance under the level premium whole life policy. The individual policy will not contain disability or other extra benefits.

#### *WHAT LIMITED CONVERSION IS AVAILABLE IF THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (Conversion Privilege)*

You may convert a limited amount of life insurance if you have been insured under your Employer's group plan with Unum for at least five (5) years and the Summary of Benefits or the plan:

- is cancelled with Unum; or
- changes so that you no longer are eligible.

The individual life policy maximum will be the lesser of:

- \$10,000; or
- your coverage amount under the plan less any amount that becomes available under any other group life plan offered by your Employer within 31 days after the date the Summary of Benefits or the plan is cancelled.

#### *PREMIUMS*

Premiums for the converted insurance 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;

- Unum's customary rates in use at that time; and
- the class of risk to which you belong.

If the premium payment has been made, the individual life policy will be effective at the end of the 31 day conversion application period.

#### *DEATH DURING THE THIRTY-ONE DAY CONVERSION APPLICATION PERIOD*

If you die within the 31 day conversion application period, Unum will pay the beneficiary(ies) the amount of insurance that could have been converted. This coverage is available whether or not you have applied for an individual life policy under the conversion privilege.

#### *APPLYING FOR CONVERSION*

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit  
2211 Congress Street  
Portland, Maine 04122-1350  
1-800-343-5406

#### *WILL UNUM ACCELERATE YOUR DEATH BENEFIT FOR THE PLAN IF YOU BECOME TERMINALLY ILL? (Accelerated Benefit)*

If you become terminally ill while you are insured by the plan, Unum will pay you a portion of your life insurance benefit one time. The payment will be based on 50% of your life insurance amount. However, the one-time benefit paid will not be greater than \$750,000.

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

- you request this election, in writing, on a form acceptable to Unum;
- you must be terminally ill at the time of payment of the Accelerated Benefit;
- your physician must certify, in writing, that you are terminally ill and your life expectancy has been reduced to less than 12 months; and
- the physician's certification must be deemed satisfactory to Unum.

The Accelerated Benefit is available on a voluntary basis. Therefore, you are not eligible for benefits if:

- you are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- you are required by a government agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.

Premium payments must continue to be paid on the full amount of life insurance.

If you have assigned your rights under the plan to an assignee or made an irrevocable beneficiary designation, Unum must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to the Accelerated Benefit payment on your behalf in a form acceptable to Unum before benefits are payable.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

- the death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- any amount of life insurance that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. The remaining life insurance amount will be paid according to the terms of the Summary of Benefits subject to any reduction and termination provisions.

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit.

#### *WHAT LOSSES ARE NOT COVERED UNDER YOUR PLAN?*

Your plan does not cover any losses where death is caused by, contributed to by, or results from:

- suicide occurring within 24 months after your initial effective date of insurance; and
- for increased amounts, suicide occurring within 24 months after the date any increases or additional insurance becomes effective for you.

## LIFE INSURANCE

### OTHER BENEFIT FEATURES

#### *WHAT COVERAGE IS AVAILABLE IF YOU END EMPLOYMENT OR YOU WORK REDUCED HOURS? (Portability)*

If your employment ends with or you retire from your Employer or you are working less than the minimum number of hours as described under Eligible Groups in this plan, you may elect portable coverage for yourself.

#### *PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE*

The portable insurance coverage will be the current coverage and amounts that you are insured for under your Employer's group plan.

However, the amount of portable coverage for you will not be more than:

- the highest amount of life insurance available for employees under the plan; or
- 5x your annual earnings; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The minimum amount of coverage that can be ported is \$5,000. If the current amounts under the plan are less than \$5,000, you may port the lesser amounts.

Your amount of life insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active employment with your Employer.

#### *APPLYING FOR PORTABLE COVERAGE*

You must apply for portable coverage for yourself and pay the first premium within 31 days after the date:

- your coverage ends or you retire from your Employer; or
- you begin working less than the minimum number of hours as described under Eligible Groups in this plan.

You are not eligible to apply for portable coverage for yourself if:

- you have an injury or sickness, under the terms of this plan, which has a material effect on life expectancy;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

If we determine that because of an injury or sickness, which has a material effect on life expectancy, you were not eligible for portability at the time you elected portable coverage, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion Privilege.

### *APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE*

You may increase or decrease the amount of life insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of life insurance coverage cannot be decreased below \$5,000. All increases are subject to evidence of insurability. Portable coverage will reduce at the ages and amounts shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

### *WHEN PORTABLE COVERAGE ENDS*

Portable coverage for you will end for the following reasons:

- the date you fail to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

### *PREMIUM RATE CHANGES FOR PORTABLE COVERAGE*

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or
- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

### *APPLYING FOR CONVERSION, IF PORTABLE COVERAGE ENDS OR IS NOT AVAILABLE*

If you are not eligible to apply for portable coverage or portable coverage ends, then you may qualify for conversion coverage. Refer to Conversion Privilege under this plan.

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit  
2211 Congress Street  
Portland, Maine 04122-1350  
1-800-343-5406

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### BENEFIT INFORMATION

#### *WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT IN THE EVENT OF YOUR DEATH IF YOUR DEATH IS THE DIRECT RESULT OF AN ACCIDENT?*

Your beneficiary(ies) will receive payment when Unum approves your death claim providing you meet certain conditions.

#### *WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF ACCIDENTAL DEATH?*

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

#### *WHEN WILL YOU RECEIVE PAYMENT IN THE EVENT OF CERTAIN OTHER COVERED LOSSES IF THE LOSS IS THE DIRECT RESULT OF AN ACCIDENT?*

You will receive payment when Unum approves the claim.

#### *HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IN THE EVENT OF YOUR ACCIDENTAL DEATH OR YOU FOR CERTAIN OTHER COVERED LOSSES?*

If Unum approves the claim, Unum will determine the payment according to the Covered Losses and Benefits List below. The benefit Unum will pay is listed opposite the corresponding covered loss.

The benefit will be paid only if an accidental bodily injury results in one or more of the covered losses listed below within 365 days from the date of the accident.

Also, the accident must occur while you are insured under the plan.

<u>Covered Losses</u>	<u>Benefit Amounts</u>
Life	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes	The Full Amount
One Hand and One Foot	The Full Amount
One Hand and Sight of One Eye	The Full Amount
One Foot and Sight of One Eye	The Full Amount
One Hand or One Foot	One Half The Full Amount
Sight of One Eye	One Half The Full Amount

The most Unum will pay for any combination of Covered Losses from any one accident is the full amount.



The Full Amount is the amount shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "BENEFITS AT A GLANCE" page.

*WHAT ARE YOUR ANNUAL EARNINGS?*

"Annual Earnings" means your gross annual income from your Employer, not including shift differential, in effect just prior to the date of loss. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account. It does not include income received from commissions, bonuses, overtime pay or any other extra compensation or income received from sources other than your Employer.

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

If you have an accidental bodily injury that results in one or more of the covered losses while you are on a covered layoff or leave of absence, we will use your annual earnings from your Employer in effect just prior to the date your absence began.

*WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?*

Your plan does not cover any accidental losses caused by, contributed to by, or resulting from:

- suicide, self destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while sane, or self-inflicted injury while insane.
- 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.
- any other kind of disease.
- bacterial infection. This exclusion does not apply to you when the bacterial infection is due directly to an accidental cut or wound.
- war, declared or undeclared, or any act of war.

## STATE REQUIREMENTS

### NOTICE:

This is to advise you of the addresses and telephone numbers of the Insurance Department and the office where the Summary of Benefits is serviced.

### INSURANCE DEPARTMENT:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

Consumer Services Division  
Phone: (501) 371-2600; (800) 852-5494  
Fax: (501) 371-2749

### SERVICE OFFICE:

Portland, Maine

Unum  
2211 Congress Street  
Portland, Maine 04122  
Telephone: 1-800-421-0344

## GLOSSARY

**ACCIDENTAL BODILY INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause.

**ACTIVE EMPLOYMENT** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described in the "BENEFITS AT A GLANCE" section of the Summary of Benefits for each plan.

Your work site must be:

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

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

**ANNUAL EARNINGS** means your annual income received from your Employer as defined in the plan.

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

**EMPLOYER** means the Employer/Applicant named in the Application For Participation in the Select Group Insurance Trust, on the first page of the Summary of Benefits and in all amendments. It includes any division, subsidiary or affiliated company named in the Summary of Benefits.

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

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

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause.

**INSURED** means any person covered under a plan.

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

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

**LOSS OF A FOOT** means that all of the foot is cut off at or above the ankle joint.

**LOSS OF A HAND** means that all four fingers are cut off at or above the knuckles joining each to the hand.

**LOSS OF SIGHT** means the eye is totally blind and that no sight can be restored in that eye.

**MATERIAL EFFECT ON LIFE EXPECTANCY** means that as a result of an injury, a sickness or a disorder you:

- are confined in a hospital or similar institution;
- are cognitively impaired;

- are confined at home under the care of a physician for a sickness or injury;
- have a Body Mass Index (BMI) greater than 40.0.

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

PHYSICIAN means:

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

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

PLAN means a line of coverage under the Summary of Benefits.

RETAINED ASSET ACCOUNT:

- for Life Insurance, is an interest bearing account established through an intermediary bank in the name of your beneficiary, as owner.
- for Accidental Death and Dismemberment Insurance, is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

SICKNESS means:

- for purposes of Portability, an illness, disease or symptoms for which a person, in the exercise of ordinary prudence, would have consulted a health care provider.
- for all other purposes, an illness or disease.

TRUST means the policyholder trust named on the first page of the Summary of Benefits and all amendments to the policy.

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

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

YOU means an employee who is eligible for Unum coverage.

## ERISA

### Additional Summary Plan Description Information

This Summary of Benefits provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), and therefore the following provisions apply. These provisions, together with your certificate of coverage, constitute the summary plan description. The summary plan description and the Summary of Benefits constitute the Plan. Benefit determinations are controlled exclusively by the Summary of Benefits, your certificate of coverage and the information contained in this document.

**Name of Plan:**

Tyson Supplemental Benefits Plan

**Name and Address of Employer:**

Tyson Foods, Inc.  
2200 W Don Tyson Parkway  
Springdale, Arkansas  
72762

**Plan Identification Number:**

- a. Employer IRS Identification #: 71-0225165
- b. Plan #: 505

**Type of Welfare Plan:**

With respect to the coverage in this Summary of Benefits, Life and Accidental Death and Dismemberment

**Type of Administration:**

The Plan is administered by the Plan Administrator. Benefits under this Summary of Benefits are administered by the insurer and provided in accordance with the insurance Summary of Benefits issued to the Plan.

**ERISA Plan Year Ends:**

December 31

**Plan Administrator, Name,  
Address, and Telephone Number:**

Tyson Foods, Inc.  
2200 W Don Tyson Parkway  
Springdale, Arkansas  
72762  
(479) 290-4000

Tyson Foods, Inc. 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:**

Tyson Foods, Inc.  
2200 W Don Tyson Parkway  
Springdale, Arkansas  
72762

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

#### Funding and Contributions:

With respect to the benefits under this Summary of Benefits, 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 identification number 112392 011. Contributions to the Plan are made as stated under "WHO PAYS FOR THE COVERAGE" in the Certificate of Coverage.

This coverage is provided under a Plan that provides other benefits as well. Contributions to the coverage under this Summary of Benefits include both Employer and employee contributions. The contributions made by you and your Employer, if any, for this coverage may be used by the Plan to provide any of the benefits under the Plan. The Employer is ultimately responsible for paying any difference between the total cost of coverages provided under the Plan and the amounts employees contribute to pay for the insurance through which Plan benefits are provided.

#### 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 SUMMARY OF BENEFITS CHANGE

The Employer can request a Summary of Benefits change. Only an officer or registrar of Unum can approve a change. The change must be in writing and endorsed on or attached to the Summary of Benefits.

#### MODIFYING OR CANCELLING THE SUMMARY OF BENEFITS OR A PLAN UNDER THE SUMMARY OF BENEFITS

The Summary of Benefits or a plan under the Summary of Benefits can be cancelled:

- by Unum; or
- by the Employer.

Unum may cancel or modify the Summary of Benefits or a plan if:

- there is less than 100% participation of those eligible employees for an Employer paid plan; or
- there is less than 75% participation of those eligible employees who pay all or part of the premium for a plan; or
- the Employer does not promptly provide Unum with information that is reasonably required; or
- the Employer fails to perform any of its obligations that relate to the Summary of Benefits; or
- fewer than 10 employees are insured under a plan; or
- the premium is not paid in accordance with the provisions of the Summary of Benefits that specify whether the Employer, the employee, or both, pay the premiums; or
- the Employer does not report to Unum the names of any employees who are added or deleted from the eligible group; or
- Unum determines that there is a significant change of 25% or more, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Employer and/or its employees; or
- the Employer fails to pay any premium within the 60 day grace period.

If Unum cancels or modifies the Summary of Benefits or a plan, for reasons other than the Employer's failure to pay premium, a written notice will be delivered to the Employer at least 90 days prior to the cancellation date or modification date. The Employer may cancel the Summary of Benefits or plan if the modifications are unacceptable.

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

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

If the Summary of Benefits or a plan is cancelled, the cancellation will not affect a payable claim.

## HOW TO FILE A CLAIM

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

## CLAIMS PROCEDURES

In the event that your claim under this Summary of Benefits 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. If Unum denies your claim, 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 you or your authorized representative appeal a denied claim, it must be submitted within 90 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 Summary of Benefits' 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 the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.



### Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### 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 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 Summary of Benefits. You agree that 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, acting through the Plan Administrator, delegates to Unum and its affiliate Unum Group discretionary authority to make benefit determinations under this Summary of Benefits. Unum and Unum Group may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates, persons or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and enforcing the provisions of the Plan as they relate to benefits under this Summary of Benefits. All benefit determinations must be reasonable and based on the terms of the Plan and the facts and circumstances of each claim.

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

LIMITATIONS AND EXCLUSIONS UNDER THE  
ARKANSAS LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in bold below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy, if coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). On the back of this page is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees);

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 in life and annuity benefits and \$500,000 in health insurance benefits -- no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within these overall limits, the Association will not pay more than \$300,000 in disability and long term care benefits. \$500,000 in health insurance benefits. \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit

with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.