

DISABILITY PROGRAMS

People’s United Bank provides disability coverage that continues a percentage of your income if you become disabled and are unable to work.

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). This document is a Summary Plan Description (SPD) of the health and welfare benefit plans sponsored by People's United Bank, N.A. The company reserves the right to change, amend, or discontinue any plan or program described in this document. This document is intended for informational purposes only and does not constitute an employment agreement for any recipient. If there is a conflict between this SPD and the insurance contract or governing plan document, the terms of the insurance contract or governing plan document will control, rather than this document, unless otherwise required by law.

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This section, combined with the *Participating in the People's United Bank Group Benefits Plan and Rules, Regulations and Plan Administration* sections, make up the Summary Plan Description for the Disability Programs.

Overview of the Disability Program

If you are unable to work due to an injury or illness, the financial impact on your family can be severe. People's United Bank provides disability benefits to help protect you and your family if you become disabled.

There are two types of disability benefits that work together:

- Short-Term Disability (STD) continues a percentage of your pay for up to 25 weeks after a one work week (five business days) waiting period. Your benefit amount is based on your years of service. This coverage is fully paid by People's United. STD is simply a salary continuation arrangement and not subject to the provisions of the Employment Retirement Income Security Act (ERISA).
- The Long-Term Disability (LTD) Plan pays benefits after you have been continuously disabled for 26 weeks. Only full-time employees are eligible for this option. The LTD Plan is regulated by ERISA. Please refer to the Rules, Regulations and Plan Administration section for details.

Claims initiated are administered by Cigna.

Short-Term Disability

Short-Term Disability coverage is designed to help supplement your income for a period of up to 25 weeks if you become disabled. If you are an eligible employee you are automatically enrolled in this benefit at no cost to you.

ELIGIBILITY FOR COVERAGE

All full-time employees are eligible for STD coverage on the 1st day of the month following their date of hire. Part-time employees working 20 or more hours per week are eligible for STD coverage after one year of service.

WHEN BENEFITS BEGIN

STD benefits begin if your sickness or injury continues for more than one work week (five days). The first five days of your disability are taken from your Paid Time Off (PTO) bank, and you receive your regular pay. If you do not have any remaining PTO time in your bank, the first five days will be unpaid.

WHEN BENEFITS END

STD benefits may continue for up through a maximum 25 weeks after the five day waiting period. However, STD benefits will end if during this period your condition changes so that you are no longer disabled or if your employment terminates. If your disability continues past 26 weeks, you may be eligible for LTD benefits. See "Long-Term Disability Plan" for more information.

If you become entitled to payments under any other group short-term or long-term disability plan, you will not be eligible for payment under the People's United Bank plan.

Please note that your employment will change from "inactive" to "terminated" upon exhaustion of STD benefits at 26 weeks from the date of disability.

DEFINITION OF DISABILITY

Under this plan, the definition of "disabled" means that:

- You are unable to perform the material and substantial duties of your regular occupation caused by illness, non-occupational injury or pregnancy; and
- You are not working in any occupation.

In addition, you also may be considered "disabled" if:

- You begin performing at least one of the material and substantial duties of your regular occupation or another occupation; and
- The injury, illness, or pregnancy prevents you from earning more than 80 percent of your weekly pay.

In order to receive STD benefits, you must be under the regular care of a licensed member of a medical profession, and your eligibility must be approved by Cigna, the claims administrator.

Organ donors for transplant operations are eligible to receive disability benefits.

HOW YOUR BENEFITS ARE DETERMINED

STD benefits are based on your annual base salary and your years of service as an employee. Your annual base salary is your base pay before taxes are withheld. Base salary does not include commissions, bonuses, overtime pay, or other extra compensation. Base salary does, however, include any contributions deducted from your pay for the 401(k) or the health and welfare benefits.

Your years of service will impact the percentage of pay taken into account to determine the amount of your STD benefit as follows:

Length of Service	Weeks at 100% Pay	Weeks at 50% Pay
Less than 2 years	4	21
2 years but less than 3 years	5	20
3 years but less than 5 years	6	19
5 years but less than 10 years	15	10
More than 10 years	25	0

Example

For the purpose of this example, assume that your annual base salary is \$26,000 (or \$500 per week) and you have nine years of service with People's United Bank. Your STD pay while you were disabled would be as follows:

Weeks at 100% pay	Weeks at 50% pay
15 weeks at \$500 per week	10 weeks at \$250 per week

Your length of service for purposes of determining STD benefits is limited to your years of service as an active employee up to the date you cease working due to a disability. It does not include any service anniversary milestone you may reach while you are out on disability.

Commission-Based Employees

If you are a commission-based employee, your annual base salary will be determined as follows:

If you have been in the position for...	The amount of the benefit will be based on...
More than two years	The average of the past two years' earnings
More than one year but less than two years	The first year's earnings
Less than one year	The midpoint salary of the grade level

The annual salary is frozen for the calendar year.

STATE-SPECIFIC DISABILITY LAWS

Some states require employers to provide specific short-term disability benefits. People's United will coordinate your salary continuance with Cigna in accordance with state-specific disability laws to assure that you receive the proper percentage of your pay under the benefit. For information on state-specific disability laws, contact Cigna.

PARTIAL SHORT-TERM DISABILITY BENEFITS

If you are released to return to work but at a reduced schedule and People's United Bank is able to accommodate your doctor's restrictions, then you will be paid by the bank for actual hours worked and the difference in hours not worked are categorized as disabled. You must be only capable of working up to 80% of your pre-disability work schedule to be considered as partial disability.

Benefits will continue after you have received benefits under this plan for at least 5 consecutive days if:

- you begin performing at least one of the material and substantial duties of your regular

- occupation or another occupation; and
- you have a 20% or more loss in weekly earnings due to the same sickness or injury.

While on an approved partial STD, the benefit will continue to payout up to the 25 week max and will not be extended.

RECURRENT DISABILITIES

If your current disability is related to or due to the same cause(s) as your prior disability for which Cigna made a claim recommendation, Cigna may treat your current disability as part of your prior claim, depending upon how many days you worked following your return to work. If you return to work following a period of disability and perform any occupation for People's United Bank on a full-time basis for 30 consecutive calendar days or less and again become disabled, your STD claim will re-open and you will not have to complete another waiting period. However, if you return to work for more than 30 days (i.e., on the 31st calendar day), your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of the STD Plan, and you will be required to satisfy a new waiting period.

If your current disability is unrelated to your prior disability for which Cigna made a claim recommendation:

- Cigna will treat your current disability as part of your prior claim, and you will not have to complete another waiting period when you are performing any occupation for People's United Bank on a full-time basis for less than one full day.

MULTIPLE DISABILITIES

If you are out on a disability and a second disability occurs while you are still on disability leave, Cigna will treat them as one continuous disability and base the duration of the claim on the medical information that supports either disability.

If you go out on disability and then return to work for at least one day and go out on a second and unrelated disability, the second disability is treated as a new claim.

HOW TO FILE A CLAIM

As soon as you have reason to believe you will not be able to work for more than one work week, you should contact:

- Your supervisor — with your expected date of disability leave and return to work date (if known);
- Cigna — 855-648-5934 or via the website at www.mycigna.com; and
- Your doctor — your medical records will need to be available to Cigna upon request.

If you can anticipate your period of disability (for example, in the case of pregnancy or scheduled surgery), you must contact Cigna and your supervisor in advance of the disability.

The Plan administrator has the right to withhold any and all payments until required information has been received and the claim has been approved by Cigna. You have the right to appeal the decision through Cigna. However if your claim is denied, you must return to work pending the outcome of your appeal.

For information about claim review and appeal procedures, see the Rules, Regulations and Plan Administration section.

YOUR RESPONSIBILITIES

Notify your supervisor to report your absence.

Call Cigna at 855-648-5934 or submit your claim via the Cigna website at www.mycigna.com. You may need the following information for your report or request:

- Provide Cigna with your company name
- Name and Social Security Number
- Complete address and phone number
- Date of birth
- Occupation or job title
- Supervisor's name, phone number and e-mail address

- Health care provider's name, address and phone number
- A brief description of your medical condition
- Date and description of injury (if applicable)
- The cause of your medical condition (illness, injury, whether it's work-related) or need for leave
- The dates of your first visit, your most recent visit, and your next scheduled visit with your health care provider for this condition.
- Your last day worked and your first day absent from work due to this condition.
- The date you expect to return to work (if you know), or the actual date if you have already returned to work at the time you call.

The maximum length of time to initiate a STD claim is thirty (30) days from your first day absent.

Payment will be withheld until the required information has been received and the claim has been approved by Cigna.

Report any intermittent hours of absence for family/medical leave within two business days from your return to work date by calling Cigna at 855-648-5934 or online at www.mycigna.com.

Long-Term Disability Plan

Consider what would happen financially if you became disabled and could no longer work. Long-Term Disability (LTD) coverage is meant to help you replace a portion of your income in case of disability. LTD benefits described in this Summary Plan Description (SPD) are provided by a fully-insured Group Policy through Life Insurance Company of North America (the "Insurance Company"), a Cigna company.

Please note that your employment will change from "inactive" to "terminated" upon exhaustion of STD benefits at 26 weeks from the date of disability.

YOUR COST

People's United Bank pays the full cost of LTD coverage.

ELIGIBILITY FOR COVERAGE

Only full-time employees are eligible for LTD coverage. Coverage is effective on the first day of the month following your date of hire or change to full-time employment.

DEFINITION OF DISABILITY/DISABLED

The Employee is considered Disabled if, solely because of Injury or Sickness, he or she is:

1. unable to perform the material duties of his or her regular occupation; and
2. unable to earn 80% or more of his or her Indexed Earnings from working in his or her regular occupation.

After Disability Benefits have been payable for 24 months, the Employee is considered Disabled if, solely due to Injury or Sickness, he or she is:

1. unable to perform the material duties of any occupation for which he or she is, or may reasonably become, qualified based on education, training or experience; and
2. unable to earn 80% or more of his or her Indexed Earnings.

The Insurance Company will require proof of earnings and continued Disability.

DEFINITION OF COVERED EARNINGS FOR LONG TERM DISABILITY

Covered Earnings means an employee's wage or salary as reported by the employer for work performed for the employer as in effect just prior to the date disability begins.

If you're a non-commissioned hourly employee, your annual earnings are your base pay before taxes are withheld. Base Salary does not include commissions, bonuses, overtime pay, or other extra compensation. Base salary does, however, include any contributions deducted from your pay for the 401(k) or the health and welfare benefits.

If you are a commission-based employee, your annual base salary will be as follows:

Less than one year	The midpoint salary of the grade level
More than one year but less than two years	The first year's earnings
More than two years	The average of the past two years' earnings

Any increase in an employee's covered earnings will not be effective during a period of continuous disability.

SCHEDULE OF BENEFITS

Elimination Period	180 days
Gross Disability Benefit	The lesser of 60% of monthly covered earnings rounded to the nearest dollar or the maximum Disability Benefit
Maximum Disability Benefit	\$15,000 per month
Minimum Disability Benefit	The greater of \$100 or 10% of monthly benefit prior to any reductions for other income benefits

The Disability Benefit payable to the Employee is figured using the Gross Disability Benefit, Other Income Benefits and the Return to Work Incentive. Monthly Benefits are based on a 30-day month. The Disability Benefit will be prorated if payable for any period less than a month.

During any month the Employee has no Disability Earnings, the monthly benefit payable is the Gross Disability Benefit less Other Income Benefits. During any month the Employee has Disability Earnings, benefits are determined under the Return to Work Incentive. Benefits will not be less than the minimum benefit shown in the Schedule of Benefits except as provided under the section Minimum Benefit.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

Return to Work Incentive

During any month the Employee has Disability Earnings, his or her benefits will be calculated as follows.

The Employee's monthly benefit payable will be calculated as follows during the first 24 months disability benefits are payable and the Employee has Disability Earnings:

1. Add the Employee's Gross Disability Benefit and Disability Earnings.
2. Compare the sum from 1. to the Employee's Indexed Earnings.
3. If the sum from 1. exceeds 100% of the Employee's Indexed Earnings, then subtract the Indexed Earnings from the sum in 1.
4. The Employee's Gross Disability Benefit will be reduced by the difference from 3., as well as by Other Income Benefits.
5. If the sum from 1. does not exceed 100% of the Employee's Indexed Earnings, the Employee's Gross Disability Benefit will be reduced by Other Income Benefits.

After disability benefits are payable for 24 months, the monthly benefit payable is the Gross Disability Benefit reduced by Other Income Benefits and 50% of Disability Earnings.

No Disability Benefits will be paid, and insurance will end if the Insurance Company determines the Employee is able to work under a modified work arrangement and he or she refuses to do so without Good Cause.

DESCRIPTION OF LTD BENEFITS

Disability Benefits

The Insurance Company will pay Disability Benefits if an Employee becomes Disabled while covered under this Policy. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Policy. He or she must provide the Insurance Company, at his or her own expense, satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Insurance Company will require continued proof of the Employee's Disability for benefits to continue.

Elimination Period

The Elimination Period is the period of time an Employee must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

Disability Benefit Calculation

The Disability Benefit Calculation is shown in the Schedule of Benefits. Monthly Disability Benefits are based on a 30 day period. They will be prorated if payable for any period less than a month. If an Employee is working while Disabled, the Disability Benefit Calculation will be the Return to Work Incentive.

Return to Work Incentive

The Return to Work Incentive is shown in the Schedule of Benefits. An Employee may work for wage or profit while Disabled. In any month in which the Employee works and a Disability Benefit is payable, the Return to Work Incentive applies.

The Insurance Company will, from time to time, review the Employee's status and will require satisfactory proof of earnings and continued Disability.

Minimum Benefit

The Insurance Company will pay the Minimum Benefit shown in the Schedule of Benefits despite any reductions made for Other Income Benefits. The Minimum Benefit will not apply if benefits are being withheld to recover an overpayment of benefits.

Other Income Benefits

An Employee for whom Disability Benefits are payable under this Policy may be eligible for benefits from Other Income Benefits. If so, the Insurance Company may reduce the Disability Benefits by the amount of such Other Income Benefits.

Other Income Benefits include:

1. any amounts received (or assumed to be received*) by the Employee or his or her dependents under:
 - a. the Canada and Quebec Pension Plans;
 - b. the Railroad Retirement Act;
 - c. any local, state, provincial or federal government disability or retirement plan or law payable for Injury or Sickness provided as a result of employment with the Employer;
 - d. any sick leave or salary continuation plan of the Employer;
 - e. any work loss provision in mandatory "No-Fault" auto insurance.
2. any Social Security disability or retirement benefits the Employee or any third party receives (or is assumed to receive*) on his or her own behalf or for his or her dependents; or which his or her dependents receive (or are assumed to receive*) because of his or her entitlement to such benefits.
3. any Retirement Plan benefits funded by the Employer. "Retirement Plan" means any defined benefit or defined contribution plan sponsored or funded by the Employer. It does not include an individual deferred compensation

agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.

4. any proceeds payable under any franchise or group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Insurance Company will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any amounts received (or assumed to be received*) by the Employee or his or her dependents under any workers' compensation, occupational disease, unemployment compensation law or similar state or federal law payable for Injury or Sickness arising out of work with the Employer, including all permanent and temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
6. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

Dependents include any person who receives (or is assumed to receive*) benefits under any applicable law because of an Employee's entitlement to benefits.

*See the *Assumed Receipt of Benefits* provision.

Increases in Other Income Benefits

Any increase in Other Income Benefits during a period of Disability due to a cost of living adjustment will not be considered in calculating the Employee's Disability Benefits after the first reduction is made for any Other Income Benefits. This section does not apply to any cost of living adjustment for Disability Earnings.

Lump Sum Payments

Other Income Benefits or earnings paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated over five years.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

Assumed Receipt of Benefits

The Insurance Company will assume the Employee (and his or her dependents, if applicable) is receiving benefits for which they are eligible from Other Income Benefits. The Insurance Company will reduce the Employee's Disability Benefits by the amount from Other Income Benefits it estimates are payable to the Employee and his or her dependents.

The Insurance Company will waive Assumed Receipt of Benefits, except for Disability Earnings for work the Employee performs while Disability Benefits are payable, if the Employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a Reimbursement Agreement;
3. provides satisfactory proof that all appeals for Other Income Benefits have been made unless the Insurance Company determines that further appeals are not likely to succeed; and
4. submits satisfactory proof that Other Income Benefits were denied.

The Insurance Company will not assume receipt of any pension or retirement benefits that are actuarially reduced according to applicable law, until the Employee actually receives them.

Social Security Assistance

The Insurance Company may help the Employee in applying for Social Security Disability Income (SSDI) Benefits, and may require the Employee to file an appeal if it believes a reversal of a prior decision is possible.

The Insurance Company will reduce Disability Benefits by the amount it estimates the Employee will receive, if the Employee refuses to cooperate with or participate in the Social Security Assistance Program.

Recovery of Overpayment

The Insurance Company has the right to recover any benefits it has overpaid. The Insurance Company may use any or all of the following to recover an overpayment:

1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable under this Policy; and/or
3. take any appropriate collection activity available to it.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when the Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

Successive Periods of Disability

A separate period of Disability will be considered continuous:

1. if it results from the same or related causes as a prior Disability for which benefits were payable; and
2. if, after receiving Disability Benefits, the Employee returns to work in his or her Regular Occupation for less than 6 consecutive months; and
3. if the Employee earns less than the percentage of Indexed Earnings that would still qualify him or her to meet the definition of Disability/Disabled during at least one month.

Any later period of Disability, regardless of cause, that begins when the Employee is eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of Disability.

For any separate period of disability which is not considered continuous, the Employee must satisfy a new Elimination Period.

LIMITATIONS

Limited Benefit Periods for Mental or Nervous Disorders

The Insurance Company will pay Disability Benefits on a limited basis during an Employee's lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

1. Anxiety disorders
2. Delusional (paranoid) disorders
3. Depressive disorders
4. Eating disorders
5. Mental illness
6. Somatoform disorders (psychosomatic illness)

If, before reaching his or her lifetime maximum benefit, an Employee is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against his or her lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

Limited Benefit Periods for Alcoholism and Drug Addiction or Abuse

The Insurance Company will pay Disability Benefits on a limited basis during an Employee's lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

1. Alcoholism
2. Drug addiction or abuse

If, before reaching his or her lifetime maximum benefit, an Employee is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against his or her lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

Pre-Existing Condition Limitation

The Insurance Company will not pay benefits for any period of Disability caused or contributed to by, or resulting from, a Pre-existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which the Employee incurred expenses, received medical treatment, care or services including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a Physician within 3 months before his or her most recent effective date of insurance.

The Pre-existing Condition Limitation will apply to any added benefits or increases in benefits. This limitation will not apply to a period of Disability that begins after an Employee is covered for at least 12 months after his or her most recent effective date of insurance, or the effective date of any added or increased benefits.

ADDITIONAL LTD BENEFITS

Rehabilitation during a Period of Disability

If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in a Rehabilitation Plan and assessment at our expense. The Rehabilitation Plan must be approved by the Insurance Company and the Disabled Employee's Physician. The Insurance Company will work with the Employee, the Employer and the Employee's Physician and others, as appropriate, to perform the assessment, develop a Rehabilitation Plan, and discuss return to work opportunities.

The Rehabilitation Plan will allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expenses which meet these conditions:

1. The expense is one for which the Employee is not otherwise entitled to service or payment under any private or public program or for which any proceeds are payable under any individual, franchise or group insurance or similar plan.
2. The expense is pre-approved by the Insurance Company.

If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan and assessment the Insurance Company may discontinue its payments for expenses for services or supplies made a part of the Rehabilitation Plan and no Disability Benefits will be paid.

Survivor Benefit

The Insurance Company will pay a Survivor Benefit if an Employee dies while Monthly Benefits are payable. The Employee must have been continuously Disabled for the Survivor Benefit Waiting Period before the first benefit is payable. These benefits will be payable for the Maximum Benefit Period for Survivor Benefits.

Benefits will be paid to the Employee's Spouse. If there is no Spouse, benefits will be paid in equal shares to the Employee's surviving Children. If there are no Spouse and no Children, benefits will be paid to the Employee's estate.

"Spouse" means an Employee's lawful spouse. "Children" means an Employee's unmarried children under age 21 who are chiefly dependent upon the Employee for support and maintenance. The term includes a stepchild living with the Employee at the time of his or her death.

Benefit Waiting Period	After 3 Monthly Benefits are payable.
Amount of Benefit	100% of the sum of the last full Disability Benefit plus the amount of any Disability Earnings by which the benefit had been reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 3 monthly Survivor Benefits.
<u>Age When Disability Begins</u> Under Age 60 Age 60 – 64 Age 65 – 69 Age 70 and over	<u>Maximum Benefit Period</u> Until age 65, but not less than 5 years. 5 years. Until age 70, but not less than 1 year. 1 year.

EXCLUSIONS

The Insurance Company will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane.
2. war or any act of war, whether or not declared.
3. joining in or taking part in a violent or tumultuous public disorder involving three or more persons.
4. commission of a felony.
5. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.

In addition, the Insurance Company will not pay Disability Benefits for any period of Disability during which the Employee is incarcerated in a penal or correctional institution.

TERMINATION OF DISABILITY BENEFITS

Benefits will end on the earliest of the following dates:

1. the date the Employee earns from any occupation, more than the percentage of Indexed Earnings set forth in the definition of Disability applicable to him or her at that time;
2. the date the Insurance Company determines he or she is not Disabled;
3. the end of the Maximum Benefit Period;
4. the date the Employee dies;
5. the date the Employee refuses, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan and assessment;
6. the date the Employee is no longer receiving Appropriate Care;
7. the date the Employee fails to cooperate with the Insurance Company in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

CLAIM PROVISIONS

Notice of Claim

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Claim Forms

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

Claimant Cooperation Provision

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, that the loss continues must be furnished to the Insurance Company at intervals required by us. Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Insurance Company.

Time of Payment

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.

To Whom Payable

Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company may, at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

Physical Examination and Autopsy

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TERMINATION OF INSURANCE

An Employee's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated;
3. the date the Employee is no longer in an eligible class;
4. the day after the end of the period for which premiums are paid;
5. the date the Employee is no longer in Active Service;
6. the date benefits end for failure to comply with the terms and conditions of the Policy.

Disability Benefits will be payable to an Employee who is entitled to receive Disability Benefits when the Policy terminates, if he or she remains disabled and meets the requirements of the Policy. Any period of Disability, regardless of cause, that begins when the Employee is eligible under another group disability coverage provided by any employer, will not be covered.

CONTINUATION OF INSURANCE

This Continuation of Insurance provision modifies the Termination of Insurance provision to allow insurance to continue under certain circumstances if the Insured Employee is no longer in Active Service. Insurance that is continued under this provision is subject to all other terms of the Termination of Insurance provisions.

Disability Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. Premiums for the Employee will be waived while Disability Benefits are payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever occurs first.

If an Employee's Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act (FMLA), insurance will continue up to the later of the period of his or her approved FMLA leave or the leave period required by law in the state in which he or she is employed. Premiums are required for this coverage.

If an Employee's Active Service ends due to any other leave of absence approved in writing by the Employer prior to the date the Employee ceases work, insurance will continue for an Employee for up to up to 30 days. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If an Employee's Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, insurance for an Employee will continue until the earlier of:

- a. the date the Employee's employment relationship with the Employer terminates;

- b. the date premiums are not paid when due;
- c. the end of the 30 day period that begins with the first day of such excused absence;
- d. the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this policy, if an Employee's Active Service ends due to layoff, termination of employment or any other termination of the employment relationship, insurance will terminate and Continuation of Insurance under this provision will not apply.

If an Employee's insurance is continued pursuant to this Continuation of Insurance provision, and he or she becomes Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date he or she is scheduled to return to Active Service.

TAKEOVER PROVISION

This provision applies only to Employees eligible under this Policy who were covered for long term disability coverage on December 31, 2015 or by an entity that has been acquired by People's United.

- A. This section A applies to Employees who are not in Active Service on the day prior to the effective date of this Policy due to a reason for which the Prior Plan and this Policy both provide for continuation of insurance. If required premium is paid when due, the Insurance Company will insure an Employee to which this section applies against a disability that occurs after the effective date of this Policy for the affected employee group. This coverage will be provided until the earlier of the date: (a) the employee returns to Active Service, (b) continuation of insurance under the Prior Plan would end but for termination of that plan; or (c) the date continuation of insurance under this Policy would end if computed from the first day the employee was not in Active Service. The Policy will provide this coverage as follows:
 - 1. If benefits for a disability are covered under the Prior Plan, no benefits are payable under this Plan.
 - 2. If the disability is not a covered disability under the Prior Plan solely because the plan terminated, benefits payable under this Policy for that disability will be the lesser of: (a) the disability benefits that would have been payable under the Prior Plan; and (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Elimination Periods and partial satisfaction of pre-existing condition limitations.
- B. The Elimination Period under this Policy will be waived for a Disability which begins while the Employee is insured under this Policy if all of the following conditions are met:
 - 1. The Disability results from the same or related causes as a Disability for which monthly benefits were payable under the Prior Plan;
 - 2. Benefits are not payable for the Disability under the Prior Plan solely because it is not in effect;
 - 3. An Elimination Period would not apply to the Disability if the Prior Plan had not ended;
 - 4. The Disability begins within 6 months of the Employee's return to Active Service and the Employee's insurance under this Policy is continuous from this Policy's Effective Date.
- C. Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-existing Condition Limitation will not apply to an Employee covered under a Prior Plan who satisfied the pre-existing condition limitation, if any, under that plan. If an Employee, covered under a Prior Plan, did not fully satisfy the pre-existing condition limitation of that plan, credit will be given for any time that was satisfied under the Prior Plan's pre-existing condition limitation.

Benefits will be determined based on the lesser of: (1) the amount of the gross disability benefit under the Prior Plan and any applicable maximums; and (2) those provided by this Policy.

If benefits are payable under the Prior Plan for the Disability, no benefits are payable under this Policy.

For More Information

Contact Cigna at 855-648-5934 or log into the member secure site www.mycigna.com.