

TOWN OF COLLIERVILLE

GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

Stan Joyner, Mayor
James H. Lewellen, Town Administrator
Jane Bevill, Finance Director
Derek Honeycutt, Director of General Services
Mandy Bajusz, Purchasing Agent



INVITATION TO BID

BID DESCRIPTION: Life & Long Term Disability Insurance

BID NUMBER: TC2015-17

DUE DATE: No Later Than

2:00:00 PM.
(Local Time)

Thursday
(Day)

May 21, 2015
(Date)

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015

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TOWN OF COLLIERVILLE BID ENVELOPE

ATTACHMENT

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION I

LEGAL NOTICE TO BIDDER(S)

LEGAL NOTICE TO BIDDERS

The Town of Collierville Purchasing Division is requesting sealed bids on the following items:

BID # TC2015-17 “Life & Long Term Disability Insurance”

Complete bid packages are available from the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, Monday through Friday, 8 a.m. to 5 p.m. Interested parties may visit the Purchasing Division’s Bid and RFP webpage at <http://www.collierville.com/general-services-departments-97/bids-rfps> for further solicitation information and to obtain the project’s official bid/RFP distribution form by clicking on the bid/RFP/RFSOQ number. The completed distribution form should be returned by facsimile request at 901-457-2258; or by email to tocpurchasing@ci.collierville.tn.us.

Please Note: As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when requesting a copy of any bid. The Vendor will also be required to reference its Vendor Number on the Bid Response Form.

**The Vendor Number may be obtained by accessing the Town’s vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bsa>. If you are a registered vendor of the Town of Collierville, but have forgotten or misplaced your vendor number, please visit <http://www.collierville.com/general-services-departments-97/bids-rfps> and click on the “Vendor Information” link on the right hand side of the page. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2254*

Deadline for sealed bids, submitted to the Purchasing Division, 500 Poplar View Parkway, Collierville, TN 38017, is Thursday, **May 21, 2015, 2:00:00 PM. (local time)**. The bids will then or soon thereafter be publicly opened and read aloud in the Town Board Chambers at 500 Poplar View Parkway, Collierville, Tennessee.

Bid packages must be clearly marked on the outside of the provided opaque Town of Collierville—Official Bid Envelope: **TC2015-17 – “Life & Long Term Disability Insurance”**

The Town of Collierville reserves the right to reject any and all bids, accept bids in part or whole, waive defects, informalities or minor irregularities in bids or bid process and to make bid awards, as deemed, to be in its best interest.

During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Respectfully,
Derek Honeycutt
Director of General Services

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION II

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2254

The following terms, conditions, and instructions are included in and become a part of this Bid Request.

1.0 PREPARATION OF BIDS:

- 1.1 **In order to maintain accurate data on each vendor receiving an Invitation to Bid, it is requested that the vendor receiving an invitation, but not wishing to bid, complete and return the attached NO BID REPLY FORM which is part of this section (Refer to page 9 of 9). This information will not preclude receipt of future invitations unless the vendor requests that the firm's name be removed from the Town's Vendor Database or the vendor does not return either this form or a bonafide bid.**

Repeated failure to comply with this request shall be cause for removal of the vendor's name from the vendor database.

- 1.2 All information requested of the vendor shall be entered in the appropriate spaces throughout the bid documents. Failure to provide the appropriate information SHALL be just cause for rejection of the bid.
- 1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submission of your bid. The person signing the bid shall initial correction in ink.
- 1.4 Corrections and/or modifications received after the designated bid opening time will not be accepted.
- 1.5 An authorized officer, employee or agent of the bidder shall sign all bids.

2.0 BID SUBMITTAL INFORMATION:

- 2.1 The bid response document and the other documents contained in this bid packet are legal documents; if the bidder does not understand any of them, the bidder should consult with its attorney. Only the document forms in this bid packet may be used.
- 2.2 A bid shall be invalid if the bidder fails to deposit it in the designated location prior to the time and date for receipt of bids as indicated in the Legal Notice to Bidder(s). The Town will not consider any bid received at the Town's designated location for the bid opening after the exact time specific for receipt. The Town reserves the right to consider bids determined by the Town, in the Town's sole discretion, to have been received late due to mishandling by the Town after receipt of the bid and prior to any award.
- 2.3 A bidder may modify or withdraw a bid by an appropriate document executed and delivered to the Purchasing Division at any time prior to the opening of bids.
- 2.4 **Please Note:** As a part of doing business with the Town of Collierville, Tennessee, each individual, company or organization is required to obtain a Vendor Number to reference when submitting a Bid Response Form. The Vendor Number may be obtained by accessing the Town's vendor registration site and registering as a Town of Collierville vendor at <http://tocpurchasing.collierville.com/bs0>. If you have any questions regarding the Vendor Number, please call the Purchasing Division at (901) 457-2254
- 2.5 Submit bids (1) in a Town of Collierville Official Bid Envelope with your company's name and address, (2) the Town of Collierville sealed bid number and project title and (3) closing time and due date of bid.
- 2.6 The Town is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Similarly, the Town is not responsible for, and will not open, any bid responses that are received later than the date and time stated within this bid packet.

- 2.7 All bid responses must be received and time stamped on or before the required bid opening time (local time, 00:00:00) at which time or soon thereafter all bids will be publicly opened and read aloud. Late bids will not be considered.

3.0 CRITERIA OF AWARD:

- 3.1 The Town reserves the rights: (1) to award bids/contracts received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all bids, accept bids in part or whole, (3) waive defects, informalities or minor irregularities in bids or bid process and (4) to award the bid/contract that is deemed, to be in the best value (most advantageous to the Town) as determined by some or all of the following:
- 3.1.1 Prices offered.
 - 3.1.2 Quality of product/service offered.
 - 3.1.3 General reputation and performance capabilities of the bidder.
 - 3.1.4 Conformity with specifications herein.
 - 3.1.5 Delivery and/or installation schedule.
 - 3.1.6 Location and availability of service and/or repair facilities, personnel and parts.
 - 3.1.7 Suitability for intended use.
 - 3.1.8 Responses to provided references.
 - 3.1.9 Payment terms/discounts offered.
 - 3.1.10 Demonstrations provided, if required.
 - 3.1.11 Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.
- 3.2 Town of Collierville reserves the right to purchase any or all items in this bid off the current State of Tennessee Statewide Contract, if it is considered by the Director of General Services to be in the best interest of the Town.
- 3.3 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.
- 3.4 The award of this bid to the successful bidder shall be governed by the laws of the State of Tennessee.

4.0 SPECIFICATIONS:

- 4.1 The specifications given in Section III are not intentionally written around any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.
- 4.2 The Town hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposed to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 4.3 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 4.4 Changes to the bid specifications are not valid unless authorized in writing by the Town of Collierville Purchasing Division by means of an addendum.
- 4.5 During the competitive bid process, Bidders are instructed not to contact the employees of the using departments concerning this Bid Request. **The ONLY official position of the Town is that position**

which is stated in writing and issued by the Purchasing Division. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

5.0 PRICING AND PAYMENT TERMS:

- 5.1 Prompt payment discounts will be taken into consideration in determining the award. However, an offer of a payment discount must allow a reasonable period of not less than thirty (30) days in order to be included in evaluation of bid pricing. Payment discounts restricted to payment in twenty-nine (29) days or less will not be considered in evaluating bids, as such a short time imposes an unreasonable burden for processing a payment, and the Town cannot be assured that timely action will be taken. A bid offering a payment discount in a period of less than thirty (30) days will be evaluated as a bid without a payment discount offer. Should this bidder obtain an award by reason of their gross price, the Town will hold the offer of payment discount and would make every effort to obtain the discount even if extraordinary action is necessary.
- 5.2 The Town reserves the right to accept any prompt payment discount offered by the successful bidder, however, time will be computed from date of receipt of correct invoice or receipt and acceptance of the shipment, whichever is later.
- 5.3 All prices shall be valid for a minimum of sixty (60) days from the bid opening date unless otherwise indicated in the bid request.
- 5.4 If there is a discrepancy between unit price and its extension, unit price shall prevail.
- 5.5 Prices will be considered as net if no cash discount is shown.

6.0 DELIVERY:

- 6.1 All deliveries shall be F.O.B. Collierville, Tennessee location in place/inside. Unless otherwise specified in the Invitation to Bid, all prices quoted by the bidder must be F.O.B. Collierville, Tennessee with all delivery, handling, surcharges and other charges included in the bid price. Failure to do so may cause rejection of bid. The Town will not pay any additional surcharges relative to this bid number.
- 6.2 The successful bidder shall not be responsible for failure to deliver materials or render services due to acts of God.
- 6.3 Time of delivery shall be stated as the number of calendar days following receipt of the order by the awarded vendor to receipt and acceptance of the goods or services by the Town.
- 6.4 Should deliveries not be made on time as outlined in the successful bidder's response sheet, then the Town has the authority to cancel any and all orders issued under this bid.

7.0 LIABILITIES:

- 7.1 The vendor shall hold the Town, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the Town because of the unauthorized use of such articles.

8.0 GRATUITIES:

- 8.1 Town of Collierville may, by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid without liability if it is determined by the Town that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent or representative of the Bidder, to any officials or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the award, or the making of any determination with

respect to the performing of such a contract. In the event the contract and/or purchase order is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or with hold the amount of the cost incurred by the Bidder in providing such gratuities.

9.0 SAMPLES:

- 9.1 Samples of items, when required, shall be furnished free of cost to the Town.
- 9.2 Samples of items selected may be retained for future comparison.
- 9.3 Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

10.0 CONFLICT OF INTEREST:

- 10.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the Town of Collierville, Tennessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the bidder in connection with any work contemplated or performed relative to this bid.

11.0 TAXES:

- 11.1 The bidder shall not include any sales, use or federal excise tax to be collected from the Town since the Town is tax exempt.
- 11.2 Tax exemption certificates will be furnished upon request.

12.0 BRAND NAMES:

- 12.1 Brand names and number, when used, are for reference to indicate the character or quality desired.
- 12.2 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- 12.3 Any items other than those brands specified in the bid specifications must be equivalent as to function, basic design, type and quality of materials, method of construction, and any required dimensions.

13.0 DEFAULT BY BIDDER:

- 13.1 In case of default by the bidder, the Town may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the Town. Prices paid by the Town shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Town.

14.0 BID BONDS AND INSURANCE:

- 14.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required.
 - 14.1.1 The Bid Bond must be considered good and solvent by the Town. A good and solvent bond means a bond (1) written by a surety or insurance company listed on the United State department of the treasury financial management service (FMS) list of approved bonding companies, (2) written for an amount which is less than or equal to the amount

indicated as approved for the surety or insurance company by the FMS, and (3) is written by a surety or insurance company that is licensed and authorized to do business as a surety or insurer in the state of Tennessee.

14.1.2 If a Certified or Cashier's check, as stated above, is supplied, a deposit slip will be completed for the transaction and the check will be deposited within no more than three business days after the initial collection, as required by state law (T.C.A. § 6-56-111) and as per Town standard operating procedures for cash control activities (FIN-051). Unsuccessful bidders who supplied a Certified or Cashier's check will be reimbursed by the Town following the award of the contract.

14.1.3 The Town may accept a Letter of Credit, in lieu of a Bid Bond or Certified or Cashier's check, provided that the Bidder has contacted the Town no less than 7 business days, without exception, prior to the bid opening date and time to obtain a template of the language required by the Town to be placed in the Letter of Credit. Failure to use the Town specified Letter of Credit language when submitting the Letter of Credit as stated in the manner below shall result in a non-responsive bid.

14.2 When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

15.0 THIRD PARTY ASSIGNMENT:

15.1 There shall be no assignments, whatsoever to third parties (financial, etc.) unless expressly agreed to by the Town of Collierville in a separate written agreement. Any assignment or attempted assignment, of any nature to third parties, without consent of the Town, shall be cause for termination of the contract at the options of the Town.

16.0 LIEU, CLAIMS OR ENCUMBRANCE:

16.1 The vendor, by bidding their requirements and if they become the successful bidder, agree that all goods and materials are free of any lieu, claim or encumbrance.

17.0 DOCUMENTS INCLUDED IN CONTRACTS:

17.1 The specifications, terms / conditions and detailed requirements shall become a part of any contract agreement and / or purchase order that result from this bid.

18.0 INSPECTION:

18.1 When the Town deems it necessary to inspect shipments, it may do so. Should the inspection reveal that the shipment is not as per the specifications, then the Town has the privilege to return said items at the supplier's expense.

19.0 PURCHASES FROM STATE OF TENNESSEE CONTRACTS:

19.1 The Town reserves the right to purchase item(s) in this bid off the State of Tennessee Contract or other governmental agency contract if it is considered in the best interest of the Town.

20.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

20.1 Bidders are advised that T.C.A. 10-7-503(a) mandates that all State, County and Municipal records shall, all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and the Town of Collierville assumes no liability for any information so identified and divulged pursuant to a request under T.C.A. 10-7-503(a).

20.2 Once the bids have been opened by the Director of General Services or his/her designated representative, they may be inspected by the public and copies available to bidders only in the Office of Purchasing, 500 Poplar View Parkway, Collierville, Tennessee. Copies made for other parties than the bidders will incur a duplication fee to be collected immediately upon receiving the requested copies.

21.0 TITLE VI INFORMATION:

21.1 The Town does not discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities pursuant to Title VI or the Civil Rights Act of 1964 (42 U.S.C. 200d) and the Americans with Disabilities Act of 1990, Pub. L.101-336.

22.0 COLLUSION:

22.1 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

23.0 BID PROTEST:

23.1 Any protest concerning the award of this bid shall be decided by the Director of General Services. Protest shall be made in writing to the Office of Purchasing and shall be filed within 10 days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within seven days. The Director of General Services' decision relative to the protest shall be final.

24.0 AVAILABILITY OF APPROPRIATED FUNDS:

24.1 The bidder hereto agrees that any and all payments due from the Town, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

25.0 BID WITHDRAWAL:

25.1 At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Director of General Services at the address set forth herein, delivered in person. Such withdrawal shall be effective only upon receipt by the Director of General Services and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

25.2 After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

26.0 TIE BID:

26.1 In case of one or more identical bids, the winning bidder will be determined by placing in a hat sheets of paper bearing, respectively, the names of the bidders submitting identical bids, with a representative of the Town drawing one piece of paper, and the name of the bidder thereon shall be the successful bidder.

27.0 QUESTIONS AND INQUIRES:

- 27.1 Any concerns with this invitation to bid should be addressed to Mandy Bajusz, Purchasing Agent, telephone number (901) 457-2261, FAX number (901) 457-2258, Monday through Friday, 8:30 A.M. to 4:30 P.M.
- 27.2 Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing at least three days (excluding weekends and holidays) prior to the time set for the Bid Opening. Fax all questions to the Buyer, John Coffey, in the Purchasing Division at (901) 457-2258. All questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the contract documents.
- 27.3 No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

TO OUR SUPPLIERS: Please take a few minutes to complete this form and return it if you are submitting a “No Bid” response.

STATEMENT OF NO BID

We ask that you place an “X” on the appropriate blank that corresponds with your company’s “No Bid” response.

- 1. _____ Specifications too “tight”, i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)
- 2. _____ Specifications are unclear. (Briefly explain below)
- 3. _____ We are unable to meet specifications.
- 4. _____ Insufficient time to respond to the Invitation to Bid. (Briefly explain below if fault of Town)
- 5. _____ Our schedule would not permit us to perform within the required time.
- 6. _____ We are unable to meet bond requirements.
- 7. _____ We are unable to meet insurance requirements.
- 8. _____ We do not offer this product or service.
- 9. _____ Remove us from your bidders list for this particular commodity or service.
- 10. _____ Please keep our name on your bidders list for future reference.
- 11. _____ Other (specify below)

FURTHER REMARKS: (e.g., name change, address, phone or Fax change)

COMPANY NAME: _____

DATE: _____ **TIME:** _____

NAME: _____ **TITLE:** _____

SIGNATURE: _____

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION III

DETAILED REQUIREMENTS / SPECIFICATIONS

**TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: TC2015-17**

1. SCOPE

The Town of Collierville is requesting bids for Group Life Insurance and Long Term Disability Insurance. Bidders shall provide a 3-year rate guarantee for each policy. The Town may choose to award to a single bidder or award separate contracts for each policy.

2. QUALIFICATIONS OF BIDDER

All bidders must be financially stable and experienced and the Town will, among other things, consider such factors in determining to whom the bid shall be awarded.

Bids will only be accepted from established insurance providers or their authorized representatives. In the event a broker submits a bid, the broker shall guarantee that he/she is an authorized representative of the insurer and the insurer has agreed to supply the broker/representative with the policy or policies offered in the proposal. Further, the broker/representative agrees to submit written authorization from the insurer acknowledging that he/she is an authorized broker/representative, if so requested.

3. PRICING & CRITERIA FOR AWARD

Price proposed shall exclude all taxes which are not applicable to Town purchases. The Town may choose to award to a single bidder or award separate contracts for each policy. The Town may consider other factors in addition to the quoted rates including, but not limited to, experience of the bidder, financial stability, customer service, client references

4. ADDITIONAL INFORMATION

The Town of Collierville has attempted to provide all the necessary rating and underwriting information. However, it is understood that each company may have a special concern or need for additional data.

Technical and general contracted questions regarding this solicitation shall be submitted in writing to John Coffey, Buyer, Office of General Services, at fax number (901) 457-2258.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate contact for technical information, bidders are cautioned that any written or oral representations made by any Town representative or other person that appear to change materially, conflict with, or modify any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Town. For determination of whether an oral or written representation of any Town representative or other person requires that an amendment be issued, contact John Coffey by email at jcoffer@ci.collierville.tn.us or at fax number (901) 457-2258.

5. SUBMISSION OF BID DOCUMENTS

The Bid, with attachments, must be placed in the supplied Town of Collierville bid envelope, sealed and delivered to the Town of Collierville. The envelope containing the Bid and attachments must be plainly marked with the following information to-wit:

- (1) The Bidder's name and Address,

- (2) Due Date of Bid package,
- (3) Project Title.

The following items **SHALL** be returned in the bid package for consideration: **(Failure to provide appropriate information SHALL be just cause for rejection of the bid.)**

- (1) **Comply and Exception, Section III**
- (2) **Bid Response Form, Section IV**
- (3) **Title VI Form, Section V (Optional)**
- (4) **Reference Sheet, Section VII**

The Town requests that all bid documents be submitted in duplicate to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on **Thursday, May 21, 2015.**

6. BID SPECIFICATIONS

Bidder shall check yes or no in the space provided for each item.

6.1 The bids for Life and/or Long Term Disability conforms to the schedule of benefits contained in Section V of the invitation to bid except for any noted options or changes (note exceptions at the end of this section).

Yes___ No___

6.2 You are submitting a "fully insured" bid for Life and/or LTD

Yes___ No___

6.3 You are bidding a three year rate guarantee

Yes___ No___

6.4 Your bid premiums are on a twelve (12) month basis and will be billed monthly

Yes___ No___

6.5 It is agreed that the Insurance Company will prepare the Master Policy, Employee Booklets and Summary Plan Description at no additional Cost

Yes___ No___

6.6 Claims will be handled on a direct basis between the insured employee and the claims department of the Insurance Company

Yes___ No___

6.7 A toll-free telephone number is provided for use by the insured and their employees if the claims department is not local

Yes___ No___

6.8 The "actively at work" provision is to be waived for all employees

who are listed on the census

Yes___ No___

6.9 It is also agreed that each bid will be accompanied by a completed "Monthly Rate Sheet" and "Annual Rate Sheet Recap" that are contained in Section IV, Bid Form.

If these are not included, the bid will not be considered

Yes___ No___

6.10 It is agreed that the "General Conditions" and "Bid Specifications" sections of this bid will become part of the permanent contract for the awarded proposal

Yes___ No___

6.11 You acknowledge that Collierville pays 100% of the cost for all employee coverage

Yes___ No___

6.12 If the same company is awarded both the LTD and Life coverage a discount will be offered

Yes___ No___

6.13 The Town of Collierville will be offered a discount for "Self-Billing" on both the LTD and/or Life coverages

Yes___ No___

6.14 Is a "Self-Billing" discount for both the LTD and/or Life coverage included on the Monthly Rate Sheets?

Yes___ No___

6.15 Your Life offer is guaranteed issue up to \$450,000 for qualified employees

Yes___ No___

6.16 You understand that you must outline any major benefit differences between your LTD submission and the attached current policy in the space provided for exceptions at the end of this section.

Yes___ No___

6.17 You understand that elected officials must be covered just as they are on the current life policy. Their underwriting data is included on the census

Yes___ No___

6.18 You understand that you must outline any major benefit differences between your Life submission and the attached current policy in the space provided for exceptions at the end of this section.

Yes___ No___

7. GENERAL CONDITIONS

Bidder shall check yes or no in the space provided for each item.

7.1 Your company agrees to carry a minimum of \$1,000,000 Errors & Omissions coverage and a minimum of \$1,000,000 General Liability coverage

Yes _____ or No _____

7.2 You will provide a Certificate of Insurance evidencing the above and naming the Town of Collierville as an additional insured if awarded any portion of this bid

Yes _____ or No _____

7.3 The awarded company will be prepared to provide a customer service representative who will visit on a regular basis on request at no additional charge

Yes _____ or No _____

7.4 Collierville reserves the right to request a change of claims adjuster at the discretion of the Town

Yes _____ or No _____

7.5 Collierville will be assigned an adjuster who will be responsible for all of their claims processing activity

Yes _____ or No _____

7.6 The awarded company agrees to furnish, without additional cost, reports that are necessary for the prudent management of this plan

Yes _____ or No _____

7.7 All Insurance Companies quoted will be rated "A" in the A. M. Best Rating Guide for Life & Health Companies

Yes _____ or No _____

7.8 If other than "A" is used, financial statements and a list of re-insurers and their percent of participation accompanies this Bid along with a description of their per occurrence retention and treaty limitations

Yes _____ or No _____

7.9 Each Bid will be signed by an individual, using the forms provided, authorizing the Bid price is valid through July 1, 2015

Yes _____ or No _____

7.10 The participating company agrees not to hold Collierville or any of their employees or representatives, responsible for faulty, incomplete or misleading information unless such information was intentionally

withheld or altered

Yes _____ or No _____

7.11 Any rating information altered or substituted for that provided must be approved by Collierville or their representative in these matters

Yes _____ or No _____

7.12 The participants agree that the information contained in these Bid Specifications was used to supply these Bids and that NO additional information will be required other than that required for an application and a statement regarding no other claims to "the best knowledge of the Town."

Yes _____ or No _____

7.13 The named insured on this Plan will be: The Town of Collierville

Yes _____ or No _____

7.14 The awarded company agrees to a written sixty (60) day notice of cancellation for non-renewal and a ten (10) day written notice for nonpayment of premium

Yes _____ or No _____

7.15 Collierville must give a thirty (30) day written notice of their intent to cancel. This condition will be waived in any year that a Bid is released and the Company is notified of such action

Yes _____ or No _____

7.16. Collierville's attorney will be consulted on matters involving alleged wrongful acts, civil or federal or personal injury regardless of where the suit is brought

Yes _____ or No _____

7.17 The awarded company agrees that in the absence of a completed, signed exception sheet , that Collierville will assume that the bidding company has quoted the coverage as requested in these specifications. The awarded company further agrees that generic statements such as "this bid may not necessarily comply with the Bid Specifications" is unacceptable and that such statements will be interpreted as noncompliance

Yes _____ or No _____

7.18 If there are coverage areas that are not addressed the company agrees it is their responsibility to bring this to the attention of Collierville by providing additional information at the end of this section in the space provided for exceptions. You are encouraged to make suggestions which you feel will add value to these LTD and/or Life offers

Yes _____ or No _____

7.19 All bids will be based on the information contained in these Bid Specifications

Yes _____ or No _____

7.20 It is understood that Collierville will not be responsible for interpreting or completing company applications

Yes _____ or No _____

7.21 The bidding company understands that if a completed application is submitted it will be dated and sent to The Town of Collierville for review by ESP INC before Collierville executes the document

Yes _____ or No _____

7.22 The bidding company understands that The Town of Collierville will sign one application for LTD and one application for Life Insurance

Yes _____ or No _____

7.23 The awarded company, in addition to claims processing services, agrees to provide educational material and conduct employee meetings for the purpose of explaining the new plan and claims procedures, at no cost

Yes _____ or No _____

7.24. The awarded company agrees to furnish an indication of their renewal rates ninety (90) days prior to ANY renewal date following a guaranteed policy period and final numbers sixty (60) days before the renewal following any guaranteed policy period (This requirement will be waived in the event a bid is released)

Yes _____ or No _____

7.25 Life & LTD are the only lines requested in this bid and no other coverage will be required for purchase of these products

Yes _____ or No _____

7.26 You understand that Collierville may request additional information including oral presentations at its discretion after the date and time of opening

Yes _____ or No _____

7.27 You understand that if additional information is requested and if that information is provided that it becomes a part of this Bid and does not change or alter any part of this Bid release

Yes _____ or No _____

7.28 You understand that Collierville or their representative reserve the right to contact any individual participant, after the Bids are opened, for clarification

Yes _____ or No _____

7.29 All companies understand that these Bids, including any addendum,

will become a part of the final contract

Yes _____ or No _____

7.30 All companies understand that their relationship with Collierville is as an independent contractor and that as such, all companies will provide all the coverage necessary for the proper maintenance of their business and will hold Collierville and ESP INC harmless for any claim for damages by a third party or any of their employees for negligence by the bidding company

Yes _____ or No _____

7.31 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law

Yes _____ or No _____

7.32 You understand that the Town of Collierville may award the policies to the lowest responsible and best bidder in accordance with the CONTRACT DOCUMENTS, and in accordance with the following Provisions

Yes _____ or No _____

a. You agree that in determining the lowest responsible and best bidder, the Town may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, reputation, competence, and financial ability of the bidders, and other persons and organizations to do the work in accordance with the contract documents to the Town’s satisfaction within the prescribed time

Yes _____ or No _____

b. You understand that the Town reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Town’s satisfaction

Yes _____ or No _____

c. You understand that the Town reserves the right to reject any bid if any of the prices contained therein are obviously unbalanced, either excessive or below the reasonable cost analysis value and that the purpose of insisting on unit prices at particular times, even though the bid, as a whole is the lowest bid

Yes _____ or No _____

d. You understand that the Town reserves the right to reject any and all bids, to waive any and all informalities and the right to discard all non-conforming and non-responsive or conditional bids

Yes _____ or No _____

e. You understand that in evaluating bids, the Town shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and price if requested in the bid forms

Yes _____ or No _____

f. You understand that if the contracts are to be awarded they will be awarded to the lowest bidder(s) whose evaluation by the Town indicates that the award will be in the best interest of the Town

Yes _____ or No _____

g. You understand that the Town may reject all bids submitted to it and call for new bids

Yes _____ or No _____

7.33 Has your organization or parent organization been a defendant or named as a defendant in a criminal lawsuit within the past twelve months?

Yes _____ or No _____

If yes, please state the outcome on separate company letterhead.

7.34 You understand that upon termination of the contract (on or before the anniversary), the insurer is responsible for continuing to make all appropriate payments to existing disability claimants on its books until the claim is extinguished by the duration of benefit term of the contract (as described above) and the insurer will make appropriate payments for all incurred but not reported claims which occurred during the term of the contract

Yes _____ or No _____

7.35 You understand that each bidder is responsible for full and complete compliance with all laws, rules, and regulations (including those of The Tennessee Department of Insurance), which may be applicable to it. Failure or inability on the part of the bidder to comply with such laws, rules, and regulations shall not relieve any bidder its obligation to honor its bid and to perform completely in accordance with its bid

Yes _____ or No _____

7.36 Assuming satisfactory service, you understand that the successful bidder(s) may be given the opportunity to continue the contract(s) for a period of up to two (2) additional years at the rates indicated on the bidder's quote form and that the Town of Collierville, would like to reserve the option to continue through years four (4) and five (5)

Yes _____ or No _____

7.37 The following information will be submitted by each Bidding Agent

Yes _____ or No _____

A. Years in business as a licensed agent in Tennessee _____

B. Location of your office _____

C. If not local, is there a toll free number? _____

D. Location of the local servicing representative's office for the product(s) submitted

E. Total number of other LTD _____ and/or Life _____ policies your agency
administers

F. Associated Professional Organizations in which you participate (no initials please)

I, we, certify that all stipulations as set out in this document have been or will be adhered to with the following exceptions:

(Attach additional sheet(s) as necessary)

Signed: _____
Agent

Date

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION IV

BID RESPONSE FORM



BID RESPONSE FORM

Stan Joyner
Mayor

Town of Collierville
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2254

James H. Lewellen
Town Administrator

Derek Honeycutt
Director of General Services

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

BID NO.: TC2015-17

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **Thursday, May 21, 2015, 2:00:00 PM (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **"BID"** OR **"NO BID"**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR # _____**
(See Public Notice Form for Information on Obtaining a Vendor #)

BIDDERS MUST SIGN AND COMPLETE EACH OF THE FOLLOWING PAGES IN THIS SECTION.

MONTHLY RATE SHEET

FULLY INSURED – LONG TERM DISABILITY

NOTE: ALL FACTORS AND FEES MUST BE QUOTED AS A TWELVE (12) MONTH RATE

90 – Day Elimination Period

MONTHLY FACTORS:

**LTD RATE PER \$100
INSURED PAYROLL**

Per Employee \$ _____

Discount for "Self-Billing" _____ %

**ANNUAL RATE SHEET RECAP
FULLY INSURED – LONG TERM DISABILITY**

Based on a Monthly Insured Payroll of _____

TOTAL ANNUAL EXPENSE \$ _____

Rate Guaranteed to June 30, 2018 Yes ___ No ___

Discount offered if both LTD and Life coverage are awarded
to the same carrier Life Policy Discount _____ %

LTD Policy Discount _____ %

Long Term Disability Company: _____

A. M. Best Rating: _____

Standard & Poor's Rating: _____

FIRM'S NAME: _____ ADDRESS: _____

Organized and existing under the laws of the State of _____ and doing business as _____ a corporation,
_____ a partnership, _____ an individual, _____ a limited liability company, or _____ otherwise.

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

**MONTHLY RATE SHEET
FULLY INSURED – LIFE**

NOTE: ALL FACTORS AND FEES MUST BE QUOTED AS A TWELVE (12) MONTH RATE

MONTHLY FACTORS:

4X Basic Life Rate per \$1,000 (\$450,000 cap) \$ _____
2X AD&D Life Rate per \$1,000 (\$225,000 cap) \$ _____
Dependent Life Coverage at \$10,000 Spouse \$ _____ per unit
and/or \$5,000 Child(ren)

Basic Life Waiver of Premium Rate per \$1,000 \$ _____
AD&D Waiver of Premium Rate per \$1,000 \$ _____

Basic Life Volume \$ _____
AD&D Life Volume \$ _____
Discount for "self-billing" _____ %

Rate Guaranteed to June 30, 2018 Yes___ No___

**ANNUAL RATE SHEET RECAP
FULLY INSURED – LIFE**

Based on a Monthly Average Life Volume of _____

4x Basic Life Rate per \$1,000 (\$450,000 cap) \$ _____
2X Basic Life Rate per \$1,000 (\$225,000 cap) \$ _____
Dependent Life Coverage at \$10,000 Spouse \$ _____ per unit
and/or \$5,000 Child(ren)

Basic Life Waiver of Premium Rate per \$1,000 \$ _____
AD&D Waiver of Premium Rate per \$1,000 \$ _____
Basic Life Volume \$ _____
AD&D Life Volume \$ _____
Rate Guaranteed to June 30, 2018 Yes___ No___

FIRM'S NAME: _____ ADDRESS: _____

Organized and existing under the laws of the State of _____ and doing business as _____ a corporation,
_____ a partnership, _____ an individual, _____ a limited liability company, or _____ otherwise.

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION V

CURRENT LIFE & LONG TERM DISABILITY POLICIES



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates

The Lincoln National Life Insurance Company

8801 Indian Hills Drive
Omaha, NE 68114-4066
Toll free (800) 423-2765
www.LFG.com

February 25, 2015

James Lewellen
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017

Re:	Policy Number(s)	Coverage(s)	Amendment Effective Date(s)
	000010105093	Life and AD&D	02/01/2015
	000010105094	Long Term Disability	02/01/2015
	TOWNCOLL		

Dear James Lewellen:

Enclosed you will find amendments and revised policies. As requested, we have amended the Class 1 Description to remove the exclusion for CMS Employees and we terminated Class 2.

Please note that changes have been incorporated into your policies and certificates due to compliance updates. This does not change the original intent of your policy.

Revised certificates are located on The Lincoln National Life Insurance Company website, www.lincoln4benefits.com. A supply of printed certificates can be requested from Client Services at the telephone number or email address below.

If you have any questions on this change, please feel free to contact your broker or Customer Service Professional at 800-423-2765, Option 2; or via email at ClientServices@LFG.com. Thank you for giving The Lincoln National Life Insurance Company an opportunity to serve you.

Sincerely,

The Lincoln National Life Insurance Company

Enclosures

AMENDMENT NO. 10

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010105093

ISSUED TO: Town of Collierville

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated February 1, 2015.

The effective date of this amendment is February 1, 2015; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Chas. A. Brantley". The signature is written in black ink and is positioned above a horizontal line.

Officer of the Company



The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

Town of Collierville

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on August 1, 2008, and on the same day of each month after that. Policy anniversaries will be each July 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is July 1, 2008.

SECRETARY

PRESIDENT

GROUP INSURANCE POLICY
No. 000010105093
PROVIDING
LIFE INSURANCE
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
DEPENDENT LIFE INSURANCE

This Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in this Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in this Policy.

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Town of Collierville
000010105093
SCHEDULE OF INSURANCE

ELIGIBLE CLASS

Class 1 All Full-Time Employees and All Elected Officials

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the Policy Anniversary Date coinciding with or next following the date on which the Insured Person becomes eligible for the increase; if Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the Policy Anniversary Date coinciding with or next following the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

Town of Collierville
000010105093
SCHEDULE OF INSURANCE

For
Class 1 - All Full-Time Employees and All Elected Officials

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
None

CONTRIBUTIONS: Insured Persons are not required to make contributions for Personal Life & AD&D Insurance. Insured Persons are required to make contributions for Dependent Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance Four times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$450,000.

AD&D Insurance Principal Sum Two times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$225,000.

Personal Life and AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 15% of the original amount.
Benefits will terminate when the Insured Person retires.

Personal Life and AD&D Insurance will terminate when the Insured Person's term as an Elected Official ends.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Town of Collierville
00010105093
SCHEDULE OF INSURANCE
For
Class 1
LIFE AND AD&D INSURANCE (CONTINUED)

DEPENDENTS INSURANCE

Dependent Life Insurance	Benefit Amount
Spouse	\$10,000
Dependent Child (live birth to 6 months)	\$500
Dependent Child (age 6 months to 25 years)	\$5,000

Spouse Life Insurance will terminate when the Spouse attains age 70

On the DEPENDENTS LIFE INSURANCE page, the reference to the non-confinement rule in the last paragraph under the EFFECTIVE DATES section does not apply to a newborn child.

DEFINITIONS

ACTIVE WORK or **ACTIVELY AT WORK** means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the **GROUP POLICYHOLDER'S** place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered **Actively at Work** on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the **GROUP POLICYHOLDER'S** place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the **GROUP POLICYHOLDER**:

- (1) whose employment with the **GROUP POLICYHOLDER** is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the **GROUP POLICYHOLDER'S** place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a **PERSON** for whom the coverages provided by this Policy are in effect.

PERSON means an Elected Official or a **FULL-TIME EMPLOYEE** of the **GROUP POLICYHOLDER**:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy is attached); and
- (2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:

- (1) it is contained in a written statement signed by that Insured Person; and
- (2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:

- (1) the 1970 Intercompany Group Life Disability Valuation Table; and
- (2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:

- (1) affect the amount of insurance which would otherwise be in effect; or
- (2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

- (1) the first day of the Insurance Month following the date the Person becomes eligible for the coverage;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
 - (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
 - (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
- (4) the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for Personal Insurance after he or she has requested:
 - (a) to cancel Personal Insurance;
 - (b) to stop payroll deductions for the coverage; or
 - (c) to stop premium payments from the Section 125 Plan account.

EXCEPTIONS. If an Insured Person's coverage terminates due to one of the following breaks in service, he or she will be entitled to reinstate the coverage upon resuming Active Work with the Employer within the required timeframe. "Reinstatement" or "to reinstate" means to re-enroll for this Policy's coverage, without satisfying a new Waiting Period or providing Evidence of Insurability. Reinstatement is available upon:

- (1) return from an approved Family or Medical Leave within:
 - (a) the period required by federal law; or
 - (b) any longer period required by a similar state law; or
- (2) return from a Military Leave within the period required by federal USERRA law; or
- (3) return from any other approved leave of absence within nine months after the leave begins; or
- (4) return within one year following a lay off; or
- (5) return within one year following termination of employment for any other reason.

To reinstate coverage, the Insured Person must apply for coverage or be re-enrolled within 31 days after resuming Active Work in an Eligible Class. The reinstated amount of insurance may not exceed the amount that terminated. Reinstatement will take effect on the date the Insured Person returns to Active Work.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
- (6) the date the Insured Person's employment with the Group Policyholder terminates; or
- (7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

CONTINUATION RIGHTS. Ceasing Active Work results in termination of the Insured Person's eligibility for coverage, but coverage may be continued as follows.

Disability. If an Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:

- (1) 12 Insurance Months after the disability begins;
 - (2) the date the Person is no longer disabled; or
 - (3) for Life Insurance, the date the Insured Person qualifies for any Extension of Death Benefit under this Policy;
- provided premium payments are made on his or her behalf.

Family or Medical Leave. If an Insured Person goes on an approved Family or Medical Leave and is not entitled to the more favorable continuation available during disability, coverage may be continued until the earliest of:

- (1) the end of the leave period approved by the Employer;
- (2) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (3) the date the Insured Person notifies the Employer that he or she will not return; or
- (4) the date the Insured Person begins employment with another employer.

The required premium payments must be received from the Employer, throughout the period of continued coverage.

Military Leave. If an Insured Person goes on a Military Leave, coverage may be continued for the same period allowed for an approved Family or Medical Leave, or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the Employer. The required premium payments must be received from the Employer, throughout the period of continued coverage.

Lay Off or Other Leave. When an Insured Person ceases work due to a temporary lay off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); coverage may be continued for nine Insurance Months after the lay off or leave begins. The required premium payments must be received from the Employer, throughout the period of continued coverage.

Conditions. In administering the above continuations, the Employer must not act so as to discriminate unfairly among Insured Persons in similar situations.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (4) the date any coverage for one or more classes ceases to be provided under this Policy;
- (5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 31 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

- (1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
- (2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
- (3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

PREMIUM RATE SCHEDULE

Monthly Group Life Rate	\$.126 per \$1,000 of insurance
Monthly AD&D Rate	\$.04 per \$1,000 of insurance
Monthly Dependent Life Rate	\$2.20 per Family Unit

GRACE PERIOD

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured;
- (4) the Group Policyholder, without good cause, fails to:
 - (a) promptly furnish any information the Company reasonably requires; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms, which provide life insurance or weekly disability income insurance in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Group Insurance Service Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;
and
- (3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

- (1) a person who has assumed the care and support of the Insured Person or Beneficiary;
- (2) a person who has incurred expense as a result of the Insured Person's last illness or death;
- (3) the personal representative of the Insured Person's estate; or
- (4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed \$500. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of the death benefit may be received in installments, by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

CONDITIONS. Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least \$2,000. It must be sufficient to provide a payment of at least \$20 per month.

EXTENSION OF DEATH BENEFIT

BENEFIT. Life insurance will be continued, **without payment of premiums**, for an Insured Person who:

- (1) becomes Totally Disabled while insured under this policy and before reaching age 60;
- (2) remains Totally Disabled for at least 6 months in a row; and
- (3) submits satisfactory proof within the 7th through the 12th months of disability; or:
 - (a) as soon as reasonably possible after that; but
 - (b) not later than the 24th month of disability, unless he or she was legally incapacitated.

PREMIUM PAYMENT. Premium payments must continue until:

- (1) the day the Insured Person is approved for this Extension of Death Benefit; or
- (2) the day this Policy terminates (whichever occurs first).

Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for the Insured Person's life insurance, from the 1st day of Total Disability.

DEFINITION. For this benefit, Total Disability or Totally Disabled means an Insured Person, due to sickness or injury:

- (1) is completely and continuously unable to perform his or her regular occupation; or to engage in any occupation for which such Insured Person is reasonably fitted by education, training or experience; and
- (2) remains so disabled for at least 6 months in a row.

A person engaging in any gainful employment or occupation is not Totally Disabled.

AMOUNT CONTINUED. The life insurance continued by this section:

- (1) will be the amount of Personal Life Insurance and any Dependent Life Insurance in effect on the day the Insured Person's Total Disability begins; and
- (2) will be subject to the reductions and terminations in effect under this Policy on that day.

If the Insured Person receives an Accelerated Death Benefit, the amount will be reduced in accord with that provision. Any Accidental Death and Dismemberment Benefit will not be continued.

ADDITIONAL PROOF. At any time during this continuation, the Company may require the Insured Person:

- (1) to submit further proof of his or her continued Total Disability; and
- (2) to be examined by a Physician of the Company's choice, as often as reasonably necessary.

After the first two years of Total Disability, the Company will not request proof or an exam more than once a year. Proof will be at the Insured Person's expense; unless the Company requests an exam by a Physician of its choice.

When an Insured Person dies after submitting proof, further proof must be submitted to the Company showing that he or she remained continuously and Totally Disabled until death. When an Insured Person dies within 12 months after Total Disability begins, but before submitting proof; then his or her death benefit will still be paid under the terms of this Policy. But the Company must first receive satisfactory proof of his or her continuous Total Disability, from the last day of Active Work until the date of death.

TERMINATION. Any life insurance extended under this section will terminate automatically on:

- (1) the day the Insured Person ceases to be Totally Disabled;
- (2) the day the Insured Person fails to take a required medical examination;
- (3) the 60th day after the Company mails a request for additional proof, if it is not given;
- (4) the effective date of the Insured Person's individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
- (5) the day the Insured Person reaches Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

RIGHTS AFTER TERMINATION. If Total Disability ends, and the Insured Person **does not return** to a class eligible for Policy coverage; then he or she may exercise the Conversion Privilege. If Total Disability ends, and the Insured Person **does return** to an eligible class; then his or her Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided below.

EXTENSION OF DEATH BENEFIT
(Continued)

CONVERSION POLICIES. If the Insured Person has exercised the Conversion Privilege, and the benefits payable under this Policy and the conversion policy combined would exceed:

- (1) the Insured Person's original amount of Policy coverage prior to the conversion; or
- (2) any greater amount for which he or she later becomes insured under this Policy;

then benefits will be payable under the terms of this Policy. But the conversion policy must first be surrendered to the Company; and no claim may be made under the conversion policy, except for refund of premium less any dividends and policy loans.

ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of the Insured Person's Personal Life Insurance. It may be paid to the Insured Person, in a lump sum, once during the Insured Person's lifetime.

To qualify, a Terminal Insured Person must:

- (1) have satisfied the Active Work requirement under this Policy;
- (2) have been insured under this Policy for at least 12 months; and
- (3) have at least \$2,000 of Personal Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means the Insured Person has a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, the Insured Person (or his or her legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4 and 5.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO THE INSURED PERSON SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. The Insured Person may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
- B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

ACCELERATED DEATH BENEFIT
(Continued)

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless the Insured Person qualifies for waiver of premium under this Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under this Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. The Insured Person's Death Benefit will be paid in accord with the Beneficiary section of this Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to the Insured Person. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

LIMITATIONS. No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if the Insured Person has filed for bankruptcy;
- (4) without the written consent of the beneficiary, if the Insured Person has named an irrevocable beneficiary;
- (5) without the written consent of the assignee, if the Insured Person has assigned his or her rights under this Policy;
- (6) if any part of the Life Insurance must be paid to the Insured Person's child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
- (8) if a government agency requires the Insured Person or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (9) if an Accelerated Death Benefit has been previously paid for the Claimant under this Policy.

CONVERSION PRIVILEGE - CONVERSION BENEFITS

GENERAL BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) the Insured Person's request for:
 - (a) termination of insurance; or
 - (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

- (1) be for an amount not to exceed the amount of the life insurance which was terminated;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the Insured Person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

- (1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
- (2) that person has been covered continuously under this Policy for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

- (1) \$2,000; and
- (2) the Amount of Life Insurance which terminates less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

- (1) its date of issue; or
- (2) 31 days after the date on which the person's life insurance terminated.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

- (1) was entitled to purchase a conversion policy; and
- (2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

- (1) given personally to the Insured Person;
- (2) mailed by the Group Policyholder to the Insured Person at his last known address; or
- (3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after the Insured Person is given the written notice; and
- (2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

BENEFIT. Upon receipt of satisfactory proof of a Dependent's death while insured under this Policy, the Company will pay the amount of the Dependents Life Insurance in effect on the date of such death. This amount is shown in the Schedule of Insurance. The death benefit will be paid:

- (1) to the Insured Person; or
- (2) if the Insured Person fails to survive the Dependent, to the Insured Person's Beneficiary or according to the Facility of Payment Section.

DEPENDENT. A Dependent means a person who meets the definition of a dependent of the Insured Person under the provision of the U.S. Internal Revenue Code; and is an Insured Person's:

- (1) spouse who is not legally separated from the Insured Person;
- (2) unmarried child less than 25 years of age;
- (3) unmarried child less than 25 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
- (4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 25 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child; provided the child resides in the Insured Person's household and is dependent on the Insured Person for principal support.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

ELIGIBILITY. An Insured Person becomes eligible for Dependents Life Insurance on the latest of:

- (1) the date the Insured Person becomes eligible for Personal Insurance;
- (2) the effective date of this Section; or
- (3) the date the Insured Person first acquires a Dependent.

EFFECTIVE DATES. An Insured Person's Dependents Life Insurance will become effective on the latest of the following dates:

- (1) the date the Insured Person becomes eligible for Dependents Life Insurance;
- (2) the date the Insured Person makes written application for Dependents Life Insurance and signs a payroll deduction order; and
- (3) the date the Company approves any required evidence of insurability on all the Insured Person's Dependents.

If an Insured Person acquires a new Dependent while insured for Dependents Life Insurance, insurance for that Dependent will take effect on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date his or her Dependents Life Insurance would otherwise take effect, then Dependents Life Insurance for that Dependent will not take effect until ten days after final discharge from the hospital.

EVIDENCE OF INSURABILITY. Each Insured Person's Dependent must submit evidence of insurability satisfactory to the Company if the Insured Person:

- (1) makes application for Dependents Insurance more than 31 days after the date such Insured Person becomes eligible for Dependents Insurance;
- (2) elects to be insured for Dependents Insurance after such Insured Person had requested:
 - (a) termination of the Dependents Insurance; or
 - (b) cancellation of the payroll deduction order; or
- (3) makes application for Dependents Insurance after it has automatically terminated, due to failure to pay premium by the end of the grace period.

INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE. An Insured Person's Dependents Insurance will cease for all of the Insured Person's Dependents on the earliest of:

- (1) the date the Insured Person's Personal Insurance terminates;
- (2) the date Dependent Insurance is discontinued under this Policy;
- (3) the date the Insured Person ceases to be in a class of employees eligible for Dependent Insurance;
- (4) the date the Insured Person requests that the Dependent Insurance be terminated; or
- (5) the last day of the premium paying period for which the Insured Person has made any required contribution toward the cost of the Dependent Insurance.

Dependents Insurance on a particular Dependent will cease on the earliest of:

- (1) the date he or she ceases to be a Dependent as defined in this Policy;
- (2) the date he or she becomes covered under this Policy as an Insured Person; or
- (3) the date he or she enters the armed forces of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

MISSTATEMENT OF AGE. If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

ASSIGNMENT. Dependents Insurance may not be assigned.

INCONTESTABILITY. Except for non-payment of premiums, the Company may not contest the validity of this Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death, or dismemberment benefits.

**CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

NOTE: This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.

*** Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE

Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) the Insured Person, if he or she survives that Dependent; or
- (2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

CLAIMS PROCEDURES
(Continued)

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under this Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

CLAIMS PROCEDURES
(Continued)

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from the Insured Person, or from his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to:

- (1) fraud or misrepresentation of relevant facts;
- (2) the Company's error in processing a claim; or
- (3) any other reason.

However, if the overpayment is due solely to the Company's error in processing the claim; then this right of recovery will be limited to overpayments made within the 15 months prior to the Company's discovery of the error and request for reimbursement.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than five years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

- (1) manage this Policy and administer claims under it; and
- (2) interpret the provisions and resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering this Policy and claims under it;
- (2) determine Employees' eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's rights to:

- (1) request a state insurance department review; or
- (2) bring legal action.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) participation in the commission of a felony;
- (7) voluntary use of drugs; except when prescribed by a Physician;
- (8) voluntary inhalation of gas, including carbon monoxide;
- (9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (10) driving a vehicle while intoxicated.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
CONTINUED**

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
 - (a) was driving without a valid drivers' license;
 - (b) was driving in excess of the legal speed limit; or
 - (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

NOTICE CONCERNING COVERAGE UNDER

THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within 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 the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not 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 Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

- 1) 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);
- 2) The insurer was not authorized to do business in this state;
- 3) Their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- 1) Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- 2) Any policy of reinsurance (unless an assumption certificate was issued);
- 3) Interest rate yields that exceed an average rate;
- 4) Dividends;
- 5) Credits given in connection with the administration of a policy by a group contractholder;
- 6) Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- 7) Unallocated annuity contracts (which give rights to group contractholders, not individuals);

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefits greater than the following:

- Life insurance death benefits - \$300,000
- Life insurance cash surrender value - \$100,000
- Present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- Present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- Health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- Health insurance benefits for companies declared insolvent on or after January 1, 2010:
 - \$100,000 for limited benefits and supplemental health coverages
 - \$300,000 for disability and long term care insurance
 - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance 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 Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you 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.

Tennessee Life and Health Insurance Guaranty Association
1200 One Nashville Place
150 4th Avenue North
Nashville, Tennessee 37219

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243

ISSUED TO: Town of Collierville

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF
LIFE INSURANCE CARRIERS**

This provision prevents loss of life insurance coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which this Policy replaced within 1 day of the prior plan's termination date.

FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, this Policy will provide life coverage for a Person who:

- (1) was insured under the prior plan on its termination date;
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) is not entitled to any extension of life insurance under the prior plan; and
- (4) is not Totally Disabled (as defined in the Extension of Death Benefit section of this Policy) on the date this Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until the Person satisfies this Policy's Active Work rule, the amount of his or her group life insurance under this Policy will not exceed the amount for which the Person was insured under the prior plan on its termination date.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates

The Lincoln National Life Insurance Company

8801 Indian Hills Drive
Omaha, NE 68114-4066
Toll free (800) 423-2765
www.LFG.com

February 25, 2015

James Lewellen
Town of Collierville
500 Poplar View Parkway
Collierville, TN 38017

Re:	Policy Number(s)	Coverage(s)	Amendment Effective Date(s)
	000010105093	Life and AD&D	02/01/2015
	000010105094	Long Term Disability	02/01/2015
	TOWNCOLL		

Dear James Lewellen:

Enclosed you will find amendments and revised policies. As requested, we have amended the Class 1 Description to remove the exclusion for CMS Employees and we terminated Class 2.

Please note that changes have been incorporated into your policies and certificates due to compliance updates. This does not change the original intent of your policy.

Revised certificates are located on The Lincoln National Life Insurance Company website, www.lincoln4benefits.com. A supply of printed certificates can be requested from Client Services at the telephone number or email address below.

If you have any questions on this change, please feel free to contact your broker or Customer Service Professional at 800-423-2765, Option 2; or via email at ClientServices@LFG.com. Thank you for giving The Lincoln National Life Insurance Company an opportunity to serve you.

Sincerely,

The Lincoln National Life Insurance Company

Enclosures

AMENDMENT NO. 8

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010105094

ISSUED TO: Town of Collierville

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated February 1, 2015.

The effective date of this amendment is February 1, 2015; but only with respect to disabilities incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

A handwritten signature in cursive script, reading "Chas. A. Brantley".

Officer of the Company



The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
1-800-423-2765 Online: www.LincolnFinancial.com

In Consideration of the Application for this Policy made by

Town of Collierville

(herein called the Policyholder)

and the payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the person or persons entitled to them.

Policy No. 000010105094 Policy Effective Date: July 1, 2008.

Monthly Premium: 0.300% of Total Covered Payroll per Month

Policy Anniversaries will be annual beginning on: July 1, 2015

The first premium is due on this Policy's Effective Date, and subsequent premiums are due on August 1, 2008, and on the same day of each month thereafter.

This Policy is delivered in the state of Tennessee and subject to the laws of that jurisdiction.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska this 24th day of February, 2015.

SECRETARY

PRESIDENT

GROUP LONG-TERM DISABILITY INSURANCE POLICY

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**Town of Collierville
00010105094
SCHEDULE OF BENEFITS**

ELIGIBLE CLASS

Class 1 All Full-Time Employees

Town of Collierville
000010105094
SCHEDULE OF BENEFITS
For
Class 1 - All Full-Time Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
(a) None for employees who were hired on or before the Policy Issue Date.
(b) 180 days of continuous Active Work for employees who were hired after the Policy Issue Date.

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 60%

MAXIMUM MONTHLY BENEFIT: \$6,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

The Maximum Monthly Benefit will not exceed the Benefit Percentage times Basic Monthly Earnings.

ELIMINATION PERIOD: 90 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 180 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 24 months later for Insured Employees.

DEFINITIONS

As used throughout this Policy, the following terms shall have the meanings indicated below. Other parts of this Policy contain definitions specific to those provisions.

ACTIVE WORK or **ACTIVELY AT WORK** means an Employee's full-time performance of all Main Duties of his or her Own Occupation, for the regularly scheduled number of hours, at:

1. the Employer's usual place of business; or
2. any other business location where the Employer requires the Employee to travel.

Unless disabled on the prior workday or on the day of absence, an Employee will be considered Actively at Work on the following days:

1. a Saturday, Sunday or holiday that is not a scheduled workday;
2. a paid vacation day or other scheduled or unscheduled non-workday; or
3. a non-medical leave of absence of 12 weeks or less, whether taken with the Employer's prior approval or on an emergency basis.

This includes a Military Leave or an approved Family or Medical Leave that is **not** due to the Employee's own health condition.

ANNUAL SALARY means the Insured Employee's **BASIC MONTHLY EARNINGS** or **PREDISABILITY INCOME** multiplied by 12.

BASIC MONTHLY EARNINGS or **PREDISABILITY INCOME** means the Insured Employee's average monthly base salary or hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Monthly Earnings permitted by this Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or **DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

DISABILITY or **DISABLED** means Total Disability or Partial Disability.

DISABILITY BENEFIT, when used with the term Retirement Plan, means a benefit that:

1. is payable under a Retirement Plan due to disability as defined in that plan; and
2. does not reduce the benefits that would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in this Policy.

DEFINITIONS **(Continued)**

ELIMINATION PERIOD means the number of days of Disability during which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits. It applies as follows.

1. The Elimination Period:
 - a. begins on the first day of Disability; and
 - b. is satisfied when the required number of days is accumulated within a period which does not exceed two times the Elimination Period.During a period of Disability, the Insured Employee may return to full-time work, at his or her own or any other occupation, for an accumulated number of days not to exceed the Elimination Period.
2. Only days of Disability caused by the same or a related Sickness or Injury will count towards the Elimination Period. Days on which the Insured Employee returns to full-time work will not count towards the Elimination Period.

EMPLOYEE or **FULL-TIME EMPLOYEE** means a person:

1. whose employment with the Employer is the person's main occupation;
2. whose employment is for regular wage or salary, on a full-time basis;
3. who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Benefits;
4. who is a member of an Eligible Class which is eligible for coverage under this Policy;
5. who is not a temporary or seasonal employee; and
6. who is a citizen of the United States or legally works in the United States.

EMPLOYER means the Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

EVIDENCE OF INSURABILITY means a statement of proof of an Employee's medical history. The Company uses this to determine his or her acceptance for insurance or an increased amount of insurance. Such proof will be provided at the Employee's own expense.

FAMILY OR MEDICAL LEAVE means an approved leave of absence that:

1. is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
2. is taken in accord with the Employer's leave policy and the law which applies; and
3. does not exceed the period approved by the Employer and required by that law.

Under the federal FMLA law, such leaves are permitted for up to 12 weeks in a 12-month period, as defined by the Employer. The 12 weeks:

1. may consist of consecutive or intermittent work days; or
2. may be granted on a part-time equivalency basis.

If an Employee is entitled to a leave under both the federal FMLA law and a similar state law, he or she may elect the more favorable leave (but not both). If an Employee is on an FMLA leave due to his or her own health condition on the date Policy coverage takes effect, he or she is not considered Actively at Work.

FULL-TIME, as it applies to the Partial Disability Monthly Benefit, means the average number of hours the Insured Employee was regularly scheduled to work, at his or her Own Occupation, during the month just prior to:

1. the date the Elimination Period begins; or
2. the date an approved leave of absence begins, if the Elimination Period begins while the Insured Employee is continuing coverage during a leave of absence.

In no event will it exceed 40 hours per week.

DEFINITIONS
(Continued)

GAINFUL OCCUPATION means any occupation in which the Insured Employee:

1. is or could reasonably become qualified, considering his or her education, training, experience, mental and physical abilities;
2. could reasonably find employment, considering the demand in the national labor force; and
3. could earn (or reasonably expect to earn) a before-tax income at least equal to 66 2/3% of his or her Predisability Income, within 12 months of returning to work.

INJURY means an accidental bodily Injury that:

1. requires treatment by a Physician; and
2. directly, and independently of all other causes, results in a Disability that begins while the Insured Employee is insured under this Policy.

INSURANCE MONTH or **POLICY MONTH** means that period of time:

1. beginning at 12:01 a.m. Standard Time, at the Policyholder's place of business on the first day of any calendar month; and
2. ending at 12:00 midnight on the last day of the same calendar month.

INSURED EMPLOYEE means an Employee for whom Policy coverage is in effect.

MAIN DUTIES or **MATERIAL AND SUBSTANTIAL DUTIES** means those job tasks that:

1. are normally required to perform the Insured Employee's Own Occupation; and
2. could not reasonably be modified or omitted.

To determine whether a job task could reasonably be modified or omitted, the Company will apply the Americans with Disabilities Act's standards concerning reasonable accommodation. It will apply the Act's standards, whether or not:

1. the Employer is subject to the Act; or
2. the Insured Employee has requested such a job accommodation.

An Employer's failure to modify or omit other job tasks does **not** render the Insured Employee unable to perform the Main Duties of the job.

Main Duties include those job tasks:

1. as described in the U.S. Department of Labor Dictionary of Occupational Titles; and
2. as performed in the general labor market and national economy.

Main Duties are **not** limited to those specific job tasks as performed for a certain firm or at a certain work site.

MEDICALLY APPROPRIATE TREATMENT means diagnostic services, consultation, care or services that are consistent with the symptoms or diagnosis causing the Insured Employee's Disability. Such treatment must be rendered:

1. by a Physician whose license and any specialty are consistent with the disabling condition; and
2. according to generally accepted, professionally recognized standards of medical practice.

MILITARY LEAVE means a leave of absence that:

1. is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
2. is taken in accord with the Employer's leave policy and the federal USERRA law; and
3. does not exceed the period required by that law.

MONTHLY BENEFIT means the amount payable monthly by the Company to the Insured Employee who is Totally Disabled or Partially Disabled.

DEFINITIONS
(Continued)

OWN OCCUPATION or REGULAR OCCUPATION means the occupation, trade or profession:

1. in which the Insured Employee was employed with the Employer prior to Disability; and
2. which was his or her main source of earned income prior to Disability.

It means a collective description of related jobs, as defined by the U.S. Department of Labor Dictionary of Occupational Titles. It includes any work in the same occupation for pay or profit, regardless of:

1. whether such work is with the Employer, with some other firm, or on a self-employed basis; or
2. whether a suitable opening is currently available with the Employer or in the local labor market.

OWN OCCUPATION PERIOD means a period as shown in the Schedule of Benefits.

PARTIAL DISABILITY or PARTIALLY DISABLED will be defined as follows:

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a. is unable to perform one or more of the Main Duties of his or her Own Occupation; or is unable to perform such duties full-time; and
 - b. is engaged in Partial Disability Employment.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a. is unable to perform one or more of the Main Duties of any Gainful Occupation; or is unable to perform such duties full-time; and
 - b. is engaged in Partial Disability Employment.

PARTIAL DISABILITY EMPLOYMENT means the Insured Employee is working at his or her Own Occupation or any other occupation; however, because of a Partial Disability:

1. the Insured Employee's hours or production is reduced;
2. one or more Main Duties of the job are reassigned; or
3. the Insured Employee is working in a lower-paid occupation.

During Partial Disability Employment, his or her current earnings:

1. must be at least 20% of Predisability Income; and
2. may not exceed the percentage specified in the Partial Disability Benefit section.

PHYSICIAN means:

1. a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
2. any other duly licensed medical practitioner who is deemed by state law to be the same as a legally qualified medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license. He or she must be qualified to provide Medically Appropriate Treatment for the Insured Employee's disabling condition.

Physician does **not** include the Insured Employee or a relative of the Insured Employee receiving treatment. Relatives include:

1. the Insured Employee's spouse, siblings, parents, children and grandparents; and
2. his or her spouse's relatives of like degree.

POLICY means this group insurance Policy issued by the Company to the Policyholder.

POLICYHOLDER means the person, company, trust or other organization as shown on the Face Page of this Policy.

PREDISABILITY INCOME—See Basic Monthly Earnings definition.

DEFINITIONS
(Continued)

REGULAR CARE OF A PHYSICIAN or **REGULAR ATTENDANCE OF A PHYSICIAN** means the Insured Employee:

1. personally visits a Physician, as often as medically required according to standard medical practice to effectively manage and treat his or her disabling condition; and
2. receives Medically Appropriate Treatment, by a Physician whose license and any specialty are consistent with the disabling condition.

REGULAR OCCUPATION—See Own Occupation or Regular Occupation definition.

RETIREMENT BENEFIT, when used with the term Retirement Plan, means a benefit that:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by an Insured Employee (Payments representing Employee contributions are deemed to be received over the Insured Employee's expected remaining life, regardless of when they are actually received.); and
3. is payable upon:
 - a. early or normal retirement; or
 - b. disability (if the payment does reduce the benefit which would have been paid at the normal retirement age under the plan, if disability had not occurred).

RETIREMENT PLAN means a defined benefit or defined contribution plan that:

1. provides Retirement Benefits to Employees; and
2. is not funded wholly by Employee contributions.

The term shall **not** include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation.

An Employer's Retirement Plan is deemed to include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. for which the Insured Employee is eligible as a result of employment with the Employer.

SICK LEAVE or **SALARY CONTINUANCE PLAN** means a plan that:

1. is established and maintained by the Employer for the benefit of Employees; and
2. continues payment of all or part of an Insured Employee's Predisability Income for a specified period after he or she becomes Disabled.

It does **not** include compensation the Employer pays an Insured Employee for work actually performed during a Disability.

SICKNESS means illness, pregnancy (including its complications) or disease.

TOTAL COVERED PAYROLL means the total amount of Basic Monthly Earnings for all Employees insured under this Policy.

TOTAL DISABILITY or **TOTALLY DISABLED** will be defined as follows:

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of his or her Own Occupation.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee is unable to perform each of the Main Duties of any Gainful Occupation.

The loss of a professional license, an occupational license or certification, or a driver's license for any reason does **not**, by itself, constitute Total Disability.

DEFINITIONS
(Continued)

WAITING PERIOD means the period of time an Employee must be employed in an eligible class with the Employer, before he or she becomes eligible to enroll for coverage under this Policy. The period of service must be continuous, except as explained in the Eligibility provision captioned Prior Service Credit Towards Waiting Period.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties shall consist of:

1. this Policy and any amendments to it;
2. the Policyholder's application (a copy of which is attached);
3. any Participating Employers' applications or Participation Agreements; and
4. any individual applications of the Insured Employees.

In the absence of fraud, all statements made by the Policyholder and by Insured Employees are representations and not warranties. No statement made by an Insured Employee will be used to contest the coverage provided by this Policy, unless:

1. it is contained in a written statement signed by that Insured Employee; and
2. a copy of the statement has been furnished to that Insured Employee.

AUTHORITY TO MAKE OR AMEND CONTRACT. Only a Company Officer located in the Company's Group Insurance Service Office has the authority to:

1. determine the insurability of a group or any individual within a group;
2. make a contract in the Company's name;
3. amend or waive any provision of this Policy; or
4. extend the time for payment of any premium.

No change in this Policy will be valid, unless it is made in writing and signed by such a Company Officer.

INCONTESTABILITY. Except for the non-payment of premiums or fraud, the Company may not contest the validity of this Policy after it has been in force for two years from its date of issue; and as to any Insured Employee, after his or her coverage has been in force for two years during his or her lifetime. This clause does not preclude, at any time, the assertion of defenses based upon:

1. this Policy's eligibility requirements, exclusions and limitations; and
2. other Policy provisions unrelated to the validity of coverage.

RESCISSION. The Company has the right to rescind any insurance for which Evidence of Insurability was required, if:

1. an Insured Employee incurs a claim during the first two years of coverage; and
2. the Company discovers that the Insured Employee made a Material Misrepresentation on his or her application.

A "**Material Misrepresentation**" is an incomplete or untrue statement that caused the Company to issue coverage that it would have disapproved, had it known the truth. "**To rescind**" means to cancel insurance back to its effective date. In that event, the Company will refund all premium paid for the rescinded insurance, less any benefits paid for the Insured Employee's claims. The Company reserves the right to recover any claims paid in excess of such premiums.

NON-PARTICIPATION. This is a non-participating Policy. It will not share in the divisible surplus of the Company.

INFORMATION TO BE FURNISHED. The Employer is required to furnish the Company any information needed to administer this Policy, including:

1. information about Employees:
 - a. who become eligible for insurance;
 - b. whose amounts of coverage change; or
 - c. whose eligibility or coverage ends;
2. occupational information and other facts that may be needed to manage a claim; and
3. any other information that the Company may reasonably require.

The Company may inspect any of the Employer's records that relate to this Policy, at any reasonable time.

GENERAL PROVISIONS
(Continued)

Clerical error by the Employer:

1. will not void or terminate insurance that otherwise would be in effect;
2. will not result in insurance coverage that otherwise would not be in effect; and
3. will not continue insurance that otherwise would be terminated.

Once an error is discovered, a fair adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period that precedes the date the Company receives proof that such an adjustment should be made.

MISSTATEMENTS OF FACTS. If relevant facts about any person were misstated:

1. a fair adjustment of the premium will be made; and
2. the true facts will decide if and in what amount insurance is valid under this Policy.

If an Insured Employee's age has been misstated, any benefits shall be in the amount the paid premium would have purchased at the correct age.

ACTS OF THE POLICYHOLDER. In administering this Policy, the Policyholder must:

1. treat Employees the same in like situations; and
2. allow the Company, without inquiry, to rely on its acts.

POLICYHOLDER'S AGENCY. For all purposes of this Policy, the Policyholder acts on its own behalf or as the Employee's agent. Under no circumstances will the Policyholder be deemed the Company's agent.

CERTIFICATES. The Employer will be furnished with individual Certificates for delivery to each Insured Employee. These Certificates summarize the benefits provided by this Policy. If there is a conflict between this Policy and the Certificate, this Policy will control.

CONFORMITY WITH STATE STATUTES. If, on its effective date, any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

CURRENCY. In administering this Policy:

1. all Predisability Income will be expressed in U.S. dollars; and
2. all premium and benefit amounts must be paid in U.S. dollars.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE. This Policy does not replace or provide benefits required by:

1. Workers' Compensation laws; or
2. any state disability insurance plan laws.

ASSIGNMENT. The rights and benefits under this Policy may not be assigned.

CLAIMS PROCEDURES

NOTICE OF CLAIM. Written notice of a Disability claim must be given:

1. within 20 days after the Injury or Sickness causing Disability begins; or
2. as soon as reasonably possible after that.

The notice must be sent to the Company's Group Insurance Service Office. It should include the Insured Employee's name and address and the number of this Policy.

CLAIM FORMS. When notice of claim is received, the Company will send claim forms to the Insured Employee. If the Company does not send the forms within 15 days, the Insured Employee may send the Company written proof of Disability in a letter. It should state the date the Disability began, its cause and degree. The Company will periodically send the Insured Employee additional claim forms.

PROOF OF CLAIM. The Company must be given written proof of claim within 90 days after the end of the Elimination Period. When it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, if the proof is filed:

1. as soon as reasonably possible; and
2. in no event later than one year after it was required.

These time limits will not apply while an Insured Employee lacks legal capacity.

Proof of claim must be provided at the Insured Employee's own expense. It must show the date the Disability began, its cause and degree. Documentation must include:

1. completed statements by the Insured Employee and the Employer;
2. a completed statement by the attending Physician, which must describe any restrictions on the Insured Employee's performance of the duties of his or her Regular Occupation;
3. proof of any other income received;
4. proof of any benefits available from other income sources, which may affect Policy benefits;
5. a signed authorization for the Company to obtain more information; and
6. any other items the Company may reasonably require in support of the claim.

Proof of continued Disability, Regular Care of a Physician, and any Other Income Benefits affecting the claim must be given to the Company. This must be supplied within 45 days after the Company requests it. If it is not, benefits may be denied or suspended.

EXAMINATION. The Company may have the Insured Employee examined:

1. by a Physician, specialist or vocational rehabilitation expert of the Company's choice;
2. as often as reasonably required while a claim or appeal is pending.

Any such exam will be at the Company's expense.

The Company may determine that (in its opinion) the Insured Employee has:

1. failed to cooperate with an examiner;
2. failed to take an exam scheduled by the Company; or
3. postponed such an exam more than twice.

In that event, benefits may be denied or suspended, until the required exam is completed.

TIME OF PAYMENT OF CLAIMS. Benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability. After that:

1. Any benefits will be paid monthly, during any period for which the Company is liable. If benefits are due for less than a month, they will be paid on a pro rata basis. The daily rate will equal 1/30 of the Monthly Benefit.
2. Any balance, which remains unpaid at the end of the period of liability, will be paid immediately after the Company receives complete proof of claim and confirms liability.

CLAIMS PROCEDURES
(Continued)

TO WHOM PAYABLE. All benefits are payable to the Insured Employee, while living. After his or her death, benefits will be payable as follows.

1. Any Survivor Benefit will be payable in accord with that section.
2. Any other benefits will be payable to the Insured Employee's estate.

If a benefit becomes payable to:

1. the Insured Employee's estate; or
2. a minor or any other person who is not legally competent to give a valid receipt;

then up to \$1,000 may be paid to any relative of the Insured Employee that the Company finds entitled to payment. If payment is made in good faith to such a relative, the Company will not have to pay that benefit again.

NOTICE OF CLAIM DECISION. The Company will send the Insured Employee a written notice of its claim decision. If the Company denies any part of the claim, the written notice will explain:

1. the reason for the denial, under the terms of this Policy and any internal guidelines;
2. how the Insured Employee may request a review of the Company's decision; and
3. whether more information is needed to support the claim.

This notice will be sent within 15 days after the Company resolves the claim. It will be sent within 45 days after the Company receives the first proof of claim, if reasonably possible.

Delay Notice. The Company may need more than 15 days to process the claim, due to matters beyond its control. If so, an extension will be permitted. In that event, the Company will send the Insured Employee a written delay notice:

1. by the 15th day after receiving the first proof of claim; and
2. every 30 days after that, until the claim is resolved.

The notice will explain:

1. what additional information is needed to determine liability; and
2. when a decision can be expected.

If the Insured Employee does not receive a written decision by the 105th day after the Company receives the first proof of claim, there is a right to an immediate review, as if the claim was denied.

Exception: The Company may need more information from the Insured Employee to process a claim. If so, it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. Within 180 days after receiving a denial notice, the Insured Employee may request a claim review by sending the Company:

1. a written request; and
2. any written comments or other items to support the claim.

The Insured Employee may review certain non-privileged information relating to the request for review.

The Company will review the claim and send the Insured Employee a written notice of its decision. The notice will state the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim, the notice will also describe:

1. any further appeal procedures available under this Policy;
2. the right to access relevant claim information; and
3. the right to request a state insurance department review, or to bring legal action.

This notice will be sent within 45 days after the Company receives the request for review, or within 90 days if a special case requires more time.

CLAIMS PROCEDURES
(Continued)

Delay Notice. If the Company needs more than 45 days to process an appeal, in a special case:

1. an extension of up to 45 more days will be permitted; and
2. the Company will send the Insured Employee a written delay notice, by the 30th day after receiving the request for review.

The notice will explain:

1. the special circumstances which require the delay;
2. whether more information is needed to review the claim; and
3. when a decision can be expected.

Exception: The Company may need more information from the Insured Employee to process an appeal. If so, it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the plan participant or beneficiary must first seek two administrative reviews of the adverse claim decision, in accord with this section. After the required reviews:

1. an ERISA plan participant or beneficiary may bring legal action under Section 502(a) of ERISA; and
2. the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

SUBROGATION. To the extent permitted by Tennessee law, the Company shall have the right to recover any Policy benefits paid for a Disability:

1. which is caused by a third party's wrongful act or negligence; and
2. for which the Insured Employee recovers from the third party or the third party's insurer.

The third party may be another person or an organization.

The Company may only recover judgment, award or settlement amounts that:

1. are specifically designated to be for the Insured Employee's lost income due to that Disability; and
2. would fully compensate the Insured Employee for such lost income, in the absence of Policy benefits.

If a Disability appears to be someone else's fault or liability, Policy benefits will be paid for that Disability only if the Insured Employee agrees:

1. to repay the Company for such benefits, to the extent that they are for lost income for which the Insured Employee recovers full damages from the third party; and
2. to execute any legal instruments the Company needs to secure the above rights.

If the Company pays such Policy benefits, then, to the extent permitted by Tennessee law, the Company will be subrogated to the Insured Employee's rights of recovery against the third party who is at fault or liable. The Insured Employee is required:

1. to actively pursue recovery; and
2. to cooperate in the Company's pursuit of recovery.

If he or she does not, Policy benefits may be denied or suspended.

These rights extend only to recovery of Policy benefits paid for the same or related Disability. The amount of the repayment may be reduced by:

1. any amount that would be needed to fully compensate the Insured Employee for lost income due to the Disability, in the absence of Policy benefits; and
2. reasonable expenses the Insured Employee incurs in recovering from the person at fault.

CLAIMS PROCEDURES
(Continued)

If recovery is made before Policy benefits are paid, the Company's liability under this Policy for that Disability shall be reduced accordingly. If recovery is made after Policy coverage ends, the Insured Employee must still repay the Company as described above.

THIRD PARTY REIMBURSEMENT. To the extent permitted by Tennessee law, the Insured Employee may be entitled to payment or reimbursement from some other person or organization, through a legal action or claim. It must be caused by the same or related Disability for which Policy benefits are payable. If the Insured Employee is made whole for lost income due to such Disability, then the Company will have the right to share any remaining recovery from that person or organization, whether such recovery is by judgment, settlement or otherwise. The amount of the Company's share will not exceed:

1. the amount actually recovered and specifically designated to be for lost income due to such Disability; less:
 - a. any amount that would be needed to fully compensate the Insured Employee for such lost income, in the absence of Policy benefits; and
 - b. reasonable legal fees and expenses the Insured Employee paid to pursue the recovery; or
2. the total amount of Policy benefits paid for the Disability (whichever is less).

If an Insured Employee is entitled to such payment or reimbursement, he or she is required to actively pursue it. If he or she does not, Policy benefits may be denied or suspended. The Insured Employee must take no action to prejudice the Company's right of reimbursement. He or she must:

1. execute any legal instruments; and
2. furnish any information the Company may reasonably require.

RIGHT OF RECOVERY. If benefits have been overpaid on any short-term disability or long-term disability claim, full reimbursement to the Company is required within 60 days. If reimbursement is not made, the Company has the right to:

1. reduce future benefits and suspend payment of the Minimum Monthly Benefit under this Policy, until full reimbursement is made;
2. reduce benefits payable to the Insured Employee or his or her beneficiary under any group insurance policy issued by the Company, until full reimbursement is made; or
3. recover such overpayments from the Insured Employee or his or her estate.

Such reimbursement is required whether the overpayment is due to:

1. the Company's error in processing a claim;
2. the Insured Employee's receipt of Other Income Benefits;
3. fraud, misrepresentation or omission of relevant facts; or
4. any other reason.

However, if the overpayment is due solely to the Company's error in processing the claim; then this right of recovery will be limited to overpayments made within the 15 months prior to the Company's discovery of the error and request for reimbursement.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than five years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Policyholder or Employer, the Company has the authority to manage this Policy, interpret its provisions, administer claims and resolve questions arising under it. The Company's authority includes (but is not limited to) the right to:

1. establish administrative procedures, determine eligibility and resolve claims questions;
2. determine what information the Company reasonably requires to make such decisions; and
3. resolve all matters when an internal claim review is requested.

The Insured Employee has the right to request a state insurance department review or to bring legal action. This provision does not apply to residents of California.

ELIGIBILITY

ELIGIBLE CLASSES. The classes of Employees eligible for insurance are shown in the Schedule of Benefits. The Company has the right to review and terminate any or all classes eligible under this Policy, if any class ceases to be covered by this Policy.

ELIGIBILITY DATE. An Employee becomes eligible for coverage provided by this Policy on the later of:

1. this Policy's date of issue; or
2. the date the Waiting Period is completed.

Prior Service Credit Towards Waiting Period. The Waiting Period is shown in the Schedule of Benefits. Prior service in an Eligible Class will apply toward the Waiting Period, when:

1. a former Employee is rehired within one year after his or her employment ends; or
2. an Employee returns from an approved Family or Medical Leave within:
 - a. the 12-week leave period required by federal law; or
 - b. any longer period required by a similar state law; or
3. an Employee returns from a Military Leave within the period required by federal USERRA law.

EFFECTIVE DATES

EFFECTIVE DATE. An Employee's initial amount of coverage becomes effective at 12:01 a.m. on the latest of:

1. the first day of the Insurance Month following the date the Employee becomes eligible for the coverage;
2. the date the Employee resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
3. the date the Employee makes written application for coverage and signs:
 - a. a payroll deduction order, if the Employees pay any part of the Policy premium; or
 - b. an order to pay premiums from the Employee's Flexible Benefits Plan account, if premiums are paid through such an account; or
4. the date the Company approves the Employee's Evidence of Insurability, if required.

Any increased or additional coverage becomes effective at 12:01 a.m. on the latest of:

1. the first day of the Insurance Month coinciding with or next following the date on which the Insured Employee becomes eligible for the increase, if Actively at Work on that day;
2. the date the Insured Employee resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
3. the date any required Evidence of Insurability is approved by the Company.

Any decrease will take effect on the day of the change, whether or not the Insured Employee is Actively at Work.

EVIDENCE OF INSURABILITY. Evidence of Insurability satisfactory to the Company must be submitted (at the Employee's expense) when:

1. an Employee makes written application for coverage (or an increased amount of coverage) more than 31 days after becoming eligible for the coverage;
2. an Employee makes written application to enroll for coverage after he or she has requested:
 - a. to cancel insurance;
 - b. to stop payroll deductions for the insurance; or
 - c. to stop premium payments from the Flexible Benefits Plan account;
3. coverage is elected after the Employee has caused insurance to lapse, by failing to pay the required premium when due; or
4. optional, supplemental or voluntary coverage is elected in excess of any Guaranteed Issue Amounts shown in the Schedule of Benefits.

EFFECTIVE DATES
(Continued)

EFFECTIVE DATE FOR CHANGE IN ELIGIBLE CLASS. An Insured Employee may become a member of a different Eligible Class. Coverage under the different Eligible Class will be effective:

1. on the first day of the Insurance Month coinciding with or next following the date of the change;
2. except as stated in the Effective Date provision for increases or decreases.

REINSTATEMENT RIGHTS. If an Insured Employee's coverage terminates due to one of the following breaks in service, he or she will be entitled to reinstate the coverage upon resuming Active Work with the Employer within the required timeframe. "**Reinstatement**" or "**to reinstate**" means to re-enroll for Policy coverage, without satisfying a new Waiting Period or providing Evidence of Insurability. Reinstatement is available upon:

1. return from an approved Family or Medical Leave within:
 - a. the period required by federal law; or
 - b. any longer period required by a similar state law; or
2. return from a Military Leave within the period required by federal USERRA law; or
3. return from any other approved leave of absence within nine months after the leave begins; or
4. return within one year following a lay off; or
5. return within one year following termination of employment for any other reason.

To reinstate coverage, the Employee must apply for coverage or be re-enrolled within 31 days after resuming Active Work in an Eligible Class. The reinstated amount of insurance may not exceed the amount that terminated. Reinstatement will take effect on the date the Insured Employee returns to Active Work.

If the above conditions are met, then:

1. the months of leave will count towards any unmet Pre-Existing Condition Exclusion period;
and
 2. a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance.
- A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance.

INDIVIDUAL TERMINATION

INDIVIDUAL TERMINATION OF COVERAGE. An Insured Employee's coverage will terminate at 12:00 midnight on the earliest of:

1. the date this Policy or the Employer's participation terminates; (but without prejudice to any claim incurred prior to termination);
2. the date the Insured Employee's Class is no longer eligible for insurance;
3. the date such Insured Employee ceases to be a member of an Eligible Class;
4. the last day of the Insurance Month in which the Insured Employee requests termination;
5. the last day of the last Insurance Month for which premium payment is made on the Insured Employee's behalf;
6. the end of the period for which the last required premium has been paid;
7. with respect to a particular insurance benefit, the date the portion of this Policy providing that benefit terminates;
8. the date which the Insured Employee's employment with the Employer terminates; unless coverage is continued as provided below; or
9. the date the Insured Employee enters the armed services of any state or country on active duty, except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Employee sends proof of military service, the Company will refund any unearned premium.)

CONTINUATION RIGHTS. Ceasing Active Work results in termination of the Insured Employee's eligibility for insurance, but coverage may be continued as follows.

1. **Disability.** If an Insured Employee is absent due to Total Disability, or is engaged in Partial Disability Employment, coverage may be continued during:
 - a. the Elimination Period; provided the Company receives the required premium from the Employer; and
 - b. the period for which benefits are payable, without payment of premium.Premium payments will be waived from the satisfaction of the Elimination Period until the end of the period for which benefits are payable. If coverage is to be continued following a period for which premiums were waived, premium payments must be resumed, as they become due.
2. **Family or Medical Leave.** If an Insured Employee goes on an approved Family or Medical Leave, and is **not** entitled to continue insurance due to Disability, as provided above; then Long Term Disability insurance may be continued, until the earliest of:
 - a. the end of the leave period approved by the Employer;
 - b. the end of the leave period required by federal law, or any more favorable period required by a similar state law;
 - c. the date the Insured Employee notifies the Employer that he or she will not return; or
 - d. the date the Insured Employee begins employment with another employer; provided the Company receives the required premium from the Employer.
3. **Military Leave.** If an Insured Employee goes on a Military Leave, coverage may be continued for the same period allowed for an approved Family or Medical Leave, or any more favorable leave in which employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the Employer. The required premium payments must be received from the Employer, throughout the period of continued coverage.
4. **Lay off or Other Leave.** When an Insured Employee ceases work due to a temporary lay off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); coverage may be continued for nine Insurance Months following the month in which the lay off or leave begins. The required premium payments must be received from the Employer throughout the period of continued coverage.

INDIVIDUAL TERMINATION (Continued)

Conditions. In administering the above continuation(s), the Employer must not act so as to discriminate unfairly among Employees in similar situations. Insurance may **not** be continued when an Insured Employee ceases Active Work due to a labor dispute, strike, work slowdown or lockout.

INDIVIDUAL TERMINATION DURING DISABILITY. Termination of an Insured Employee's coverage during a Disability will have no effect on benefits payable for that period of Disability.

POLICY TERMINATION

POLICY TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days advance written notice of its intent to do so. The Company may terminate this Policy on the due date of any premium if:

1. the number of Insured Employees totals less than 10;
2. part of the premium is paid by the Insured Employee and less than 75% of those eligible for coverage are insured;
3. all of the premium is paid by the Policyholder and less than 100% of those eligible for coverage are insured;
4. the Policyholder, without good cause, fails to:
 - a. promptly furnish any information which the Company may reasonably require;
 - b. perform its duties pertaining to this Policy in good faith;
5. the Employer ceases to be covered under the state Workers' Compensation program or any other program of like intent.
6. the Company terminates all other policies where permitted by their terms, which provide long-term disability benefits in the same state in which this Policy was issued; or
7. state law otherwise requires this Policy to be terminated.

POLICY TERMINATION BY THE POLICYHOLDER. The Policyholder may terminate this Policy at any time by giving the Company advance written notice. This Policy will then terminate on:

1. the date the Company receives the notice; or
2. some later date on which the Policyholder and the Company have agreed.

However, termination will not become effective during any period for which premium has been paid to the Company. The Policyholder remains liable for the payment of premiums to the date of termination.

AUTOMATIC POLICY TERMINATION. If any premium is not paid before the end of the Grace Period; then this Policy will terminate at the end of the Grace Period, without any action on the Company's part. The Policyholder remains liable for the payment of premiums to the date of termination.

POLICY TERMINATION DURING DISABILITY. Termination of this Policy or an Employer's participation during a Disability shall have no effect on benefits payable to the Insured Employee for that period of Disability.

CONVERSION PRIVILEGE

ELIGIBILITY. This Policy provides a conversion privilege, when an Insured Employee's insurance under this Policy ends because he or she:

1. resigns from employment with the Employer;
2. is terminated from employment with the Employer, with or without cause;
3. goes on a lay-off or leave of absence; or
4. remains on a lay-off or leave of absence beyond the continuation period provided in the Individual Termination section of this Policy.

The Insured Employee may obtain converted long term disability insurance, without medical evidence of insurability. To be eligible for a converted policy, the Insured Employee must have been insured under the Employer's group plan for at least 12 months in a row, just before his or her insurance under this Policy terminated. The 12 months can be a combination of coverages under this Policy, and under any prior group long term disability plan which this Policy replaces.

APPLICATION. Application to convert must be made within 31 days after insurance under this Policy terminates. The converted benefits and amount of insurance may differ from those under this Policy.

CONDITIONS AND LIMITATIONS. This conversion privilege is not available to any Insured Employee whose insurance terminates because:

1. this Policy is terminated by the Employer or the Company;
2. this Policy is amended to exclude the class to which the Insured Employee belongs;
3. the Insured Employee no longer belongs to a class eligible for coverage under this Policy;
4. the Insured Employee retires or dies;
5. the Insured Employee fails to pay the required premium; or
6. the Insured Employee is Disabled under the terms of this Policy.

Also, this conversion privilege is not available to an Insured Employee who becomes insured for long term disability benefits under any other group plan; unless the other coverage takes effect more than 31 days after his or her insurance under this Policy terminates.

If an Insured Employee converts his or her Policy coverage, and later resumes active employment in an eligible class; then the Insured Employee's conversion coverage will terminate on the day before he or she is re-enrolled under this Policy. In no event will benefits be paid under both this Policy and the conversion coverage for the same period of Disability.

Conversion Privilege

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUM. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, the Employer must pay each subsequent premium on or before its due date at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATES. The initial premium rates for this Policy are shown on the Face Page of this Policy. Premium rates are subject to change.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

1. the date this Policy's terms are changed;
2. the date the Company's liability is changed due to a change in federal, state or local law;
3. the date the Company's liability is changed because the Policyholder (or any covered division, subsidiary or affiliated company):
 - a. relocates, dissolves or merges, or is added to or removed from this Policy; or
 - b. ceases to be covered by the state Workers' Compensation program or any other program of like intent; or
 - c. ceases to provide or reduces Sick Leave or Salary Continuance Plan benefits;
4. the date any coverage for one or more classes ceases to be provided under this Policy;
5. the date the number of Insured Employees changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later;
6. on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Policyholder agree otherwise, the Company will give at least 31 days' advance written notice of any increase in premium rates.

MONTHLY PREMIUM AMOUNT. The amount of monthly premium due on each due date will be the Total Covered Payroll multiplied by the premium rate. Changes will not be pro-rated daily. Instead, premium will be adjusted as follows.

1. When an Insured Employee's insurance (or increased amount of insurance) takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
2. When all or part of an Insured Employee's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
3. When premiums are paid other than monthly, increases or decreases will result in an adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated.

Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the amount of the return will be limited to the prior 12-month period.

GRACE PERIOD. A Grace Period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the Grace Period. The Policyholder will be liable to the Company for the payment of all premiums due for the period this Policy remains in effect, however.

WAIVER OF PREMIUM. Premium will be administered as follows during any period for which benefits are payable.

1. Premium payments are waived for an Insured Employee who is Disabled:
 - a. from the first premium due date following the satisfaction of the Elimination Period;
 - b. until the end of any period for which benefits are payable.
2. If coverage is to be continued following a period during which premiums were waived, premium payments must be resumed as they become due.

TOTAL DISABILITY MONTHLY BENEFIT

BENEFIT. The Company will pay a Total Disability Monthly Benefit to an Insured Employee, after the completion of the Elimination Period, if he or she:

1. is Totally Disabled;
2. becomes Disabled while insured for this benefit;
3. is under the Regular Care of a Physician; and
4. at his or her own expense, submits proof of continued Total Disability and Physician's care to the Company upon request.

The Total Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Totally Disabled or dies;
2. the date the Maximum Benefit Period ends; or
3. the date the Insured Employee is able, but chooses not to engage in Partial Disability Employment:
 - a. in his or her Own Occupation, during the Own Occupation Period; or
 - b. in any Gainful Occupation, after the Own Occupation Period.

Proportional benefits will be paid for a partial month of Total Disability.

At the Company's option, Total Disability Monthly Benefit payments may also be denied or suspended on any of the following dates:

1. the date the Insured Employee (without good cause):
 - a. fails to take a required medical exam;
 - b. fails to cooperate with the examiner; or
 - c. postpones a required exam more than twice;
2. the 45th day after the Company mails a request for additional proof, if not given;
3. the 45th day after the Company mails a request for proof of the Insured Employee's application for any Other Income Benefits to which he or she may be entitled, if not given; or
4. the date the Insured Employee (without good cause) refuses to participate in good faith in a vocational rehabilitation program approved by the Company; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision.

AMOUNT. The amount of the Total Disability Monthly Benefit equals:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
2. Other Income Benefits.

The amount of the Total Disability Monthly Benefit will not be less than the Minimum Monthly Benefit, unless the Minimum Monthly Benefit plus Other Income Benefits would exceed 100% of the Insured Employee's Basic Monthly Earnings.

The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

PARTIAL DISABILITY MONTHLY BENEFIT

BENEFIT. The Company will pay a Partial Disability Monthly Benefit to an Insured Employee, after completion of the Elimination Period, if he or she:

1. is Disabled;
2. becomes Disabled while insured for this benefit;
3. is engaged in Partial Disability Employment;
4. is earning at least 20% of Predisability Income when Partial Disability Employment begins;
5. is under the Regular Care of a Physician; and
6. at his or her own expense, submits proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

The Insured Employee does not have to be Totally Disabled prior to receiving Partial Disability Monthly Benefits. The Elimination Period may be satisfied by days of Total Disability, Partial Disability or any combination of these.

The Partial Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Partially Disabled or dies;
2. the date the Maximum Benefit Period ends;
3. the date the Insured Employee earns more than:
 - a. 99% of Predisability Income, until Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability; or
 - b. 60% of Predisability Income, after Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability;
4. the date the Insured Employee is able, but chooses not to work full-time:
 - a. in his or her Own Occupation, during the Own Occupation Period; or
 - b. in any Gainful Occupation, after the Own Occupation Period.

Proportional benefits will be paid for a partial month of Partial Disability.

At the Company's option, Partial Disability Monthly Benefit payments may also be denied or suspended on any of the following dates:

1. the date the Insured Employee (without good cause):
 - a. fails to take a required medical exam;
 - b. fails to cooperate with the examiner; or
 - c. postpones a required exam more than twice;
2. the 45th day after the Company mails a request for additional proof, if not given;
3. the 45th day after the Company mails a request for proof of the Insured Employee's application for any Other Income Benefits to which he or she may be entitled, if not given; or
4. the date the Insured Employee (without good cause) refuses to participate in good faith in a vocational rehabilitation program approved by the Company; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision.

**PARTIAL DISABILITY MONTHLY BENEFIT
(Continued)**

BENEFIT AMOUNT. The Partial Disability Monthly Benefit will replace the Insured Employee's Lost Earning Capacity; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

- A. **LOST EARNING CAPACITY:** The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings and potential earnings from Partial Disability Employment).

- B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable:
 - 1. The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
 - 2. Other Income Benefits, except for earnings and potential earnings from Partial Disability Employment.

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

FULL EARNING CAPACITY. Potential earnings from Partial Disability Employment will be estimated by the Company, when the Insured Employee is able to increase his or her earnings:

- 1. during the Own Occupation Period, by increasing the number of hours worked or duties performed in his or her regular occupation, but chooses not to do so; or
- 2. after the Own Occupation Period, by increasing the number of hours worked or duties performed in any Gainful Occupation, but chooses not to do so.

Such potential earnings will reduce the Partial Disability Monthly Benefit amount payable, while the Insured Employee is not working to his or her full earning capacity. Gainful Occupation will be defined as shown in the Total Disability Monthly Benefit section.

Progressive Calculation, Full Capacity

OTHER INCOME BENEFITS

OTHER INCOME BENEFITS means benefits, awards, settlements or Earnings from the following sources. These amounts will be offset, in determining the amount of the Insured Employee's Monthly Benefit. Except for Retirement Benefits and Earnings, these amounts must result from the same Disability for which a Monthly Benefit is payable under this Policy.

Workers' Compensation. Any benefits for which the Insured Employee is eligible under a law that compensates for job related Injury or Sickness. This includes:

1. any Workers' Compensation or occupational disease law;
2. the Jones Act;
3. the Longshoreman's and Harbor Worker's Act;
4. the Maritime Doctrine of Maintenance, Wages or Cure; or
5. any plan provided in place of one of the above plans.

It includes any benefits for partial or total disability, whether temporary or permanent. It also includes any benefits for vocational rehabilitation.

Other Compulsory Benefits. Any disability income benefits the Insured Employee is eligible to receive under any other compulsory benefit act or law. This includes (but is not limited to):

1. state temporary disability income benefit laws;
2. state no fault auto insurance laws; or
3. any other compulsory benefit act or law.

Other Insurance Plans. Any disability income benefits for which the Insured Employee is eligible under:

1. any other group insurance plan (except credit or mortgage insurance) provided by the Employer;
2. any no fault auto plan; or
3. any auto liability insurance policy.

Employee Benefit Plans. Any disability income benefits for which the Insured Employee is eligible under the Employer's Sick Leave or Salary Continuance Plan. This does **not** include vacation pay, severance pay or pay for work actually performed during a Disability.

Employer's Retirement Plan. Any Disability Benefits or Retirement Benefits the Insured Employee receives under the Employer's Retirement Plan.

Social Security and other Government Retirement Plans. The following Social Security or other Government Retirement Plan benefits will be offset:

1. **disability benefits** for which the Insured Employee is eligible; and for which any spouse or child is eligible, because of the Insured Employee's Disability;
2. **unreduced retirement benefits** for which the Insured Employee is eligible; and for which any spouse or child is eligible, because of the Insured Employee's eligibility for unreduced retirement benefits; or
3. **reduced retirement benefits** actually received by the Insured Employee; and by any spouse or child, because of the Insured Employee's receipt of reduced retirement benefits.

As used above, "**Government Retirement Plans**" include disability and retirement benefits under:

1. the federal Social Security Act, Jones Act or Railroad Retirement Act;
2. the Canada Pension Plan or Quebec Pension Plan;
3. any similar plan or act of any country, state, province or other political unit; or
4. any plan provided in place of one of the above plans.

OTHER INCOME BENEFITS (Continued)

"Earnings", as used in this provision, means pay the Insured Employee earns or receives from any occupation or form of employment, as reported for federal income tax purposes. Earnings include (but are not limited to) a:

1. salaried or hourly Employee's gross earnings (shown on Form W-2); including:
 - a. wages, tips, commissions, bonuses and overtime pay; and
 - b. any pre-tax contributions to a Section 125 Plan, flexible spending account, or qualified deferred compensation plan;
2. proprietor's net profit (figured from Form 1040, Schedule C);
3. professional corporation shareholder's net profit (figured from Form 1040, Schedule C);
4. partner's net earnings from self-employment (shown on Schedule K-1) and any W-2 earnings; and
5. Subchapter S Corporation shareholder's net earnings from trade or business activities (shown on Schedule K-1).

Recovery from Third Party. Any amount the Insured Employee recovers from a third party as a result of the Disability and which is specified to be for loss of time or loss of wages (whether by judgment, settlement or otherwise). The offset:

1. will be reduced by attorney fees and other reasonable costs of recovery; and
2. will not exceed 100% of the net settlement.

Exceptions. The following will **not** be considered Other Income Benefits, and will not be offset in determining the Monthly Benefit:

1. a cost-of-living increase in any Other Income Benefit (except Earnings); if it takes effect after the first offset for that benefit during a period of Disability;
2. reimbursement for hospital, medical or surgical expense;
3. reimbursement for attorney fees and other reasonable costs of claiming Other Income Benefits;
4. group credit or mortgage disability insurance benefits;
5. early retirement benefits that are not elected or received under the federal Social Security Act or other Government Retirement Plan;
6. any amounts under the Employer's Retirement Plan that:
 - a. represent the Insured Employee's contributions; or
 - b. are received upon termination of employment without being disabled or retired;
7. benefits from a 401(k), profit-sharing or thrift plan; an individual retirement account (IRA); a tax sheltered annuity (TSA); a stock ownership plan; or a non-qualified plan of deferred compensation;
8. vacation pay, holiday pay, or severance pay; or
9. disability income benefits under any individual policy, association group plan or franchise plan.

RULES FOR OTHER INCOME BENEFIT OFFSETS. If the Insured Employee may be entitled to Other Income Benefits that affect Policy benefits, the following rules will apply.

Claiming Other Income Benefits. When there is a reasonable expectation that an Insured Employee may be entitled to some Other Income Benefit, he or she is required to actively pursue it. For example, if benefits may be payable under the federal Social Security Act, the Insured Employee:

1. must apply for such benefits on a timely basis;
2. must file a request for reconsideration, if benefits are denied; and
3. must request a hearing before an Administrative Law Judge, if denied again (unless the Company waives this in writing).

OTHER INCOME BENEFITS (Continued)

An Employer whose Insured Employee may be entitled to Workers' Compensation or similar benefits is also required to cooperate in filing that claim. If the Insured Employee fails to pursue Other Income Benefits on a timely basis, the Company has the option to:

1. deny or suspend Monthly Benefits; or
2. reduce Monthly Benefits by an estimated amount.

Estimating Offsets. While a claim for Social Security or other Government Retirement Plan benefits is pending, the Insured Employee must elect one of the following options in writing. (If no written election is made, Monthly Benefits will be reduced in accord with Option 1.)

1. **Reduced Monthly Benefits.** The Insured Employee may receive Monthly Benefits reduced by estimated Social Security or other Government Retirement Plan benefits. The Company will adjust Policy benefits and will refund any underpayment, in a lump sum, upon receiving proof of:
 - a. the amount actually awarded; or
 - b. the claim denial and completion of any appeal the Company requires.
2. **Unreduced Monthly Benefits.** The Insured Employee may receive unreduced Monthly Benefits while the claim is pending. He or she must agree in writing to promptly refund any overpayment that results, in a lump sum, upon receiving Social Security or other Government Retirement Plan benefits. If he or she does not promptly refund an overpayment:
 - a. the Company will reduce or eliminate future payments; and
 - b. the Minimum Monthly Benefit will not apply, until the amount is repaid.

Lump Sum Payments. Other Income Benefits that are paid in a lump sum will be pro rated as follows.

1. The lump sum will be pro rated on a monthly basis, over the time period for which it is given.
2. If no time period is stated, the Company will continue its estimated monthly offset for that benefit, until full amount is offset.
3. If no estimated monthly offset was being made for that benefit, the lump sum will be pro rated on a monthly basis over a reasonable time period. It will not exceed 60 months or the Maximum Benefit Period (whichever occurs first).

Cost-of-Living Freeze. After the first deduction for each of the Other Income Benefits (except Earnings), its amount will be frozen. The Monthly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

RECURRENT DISABILITY

"Recurrent Disability" means a Disability caused by an Injury or Sickness that is the same as, or related to, the cause of a prior Disability for which Monthly Benefits were payable. A Recurrent Disability will be treated as follows.

1. **New Disability.** A Recurrent Disability will be treated as a new Disability, if the Recurrent Disability begins after the Insured Employee returns to his or her Own Occupation with the Employer:
 - a. on a full-time basis working at least the Minimum Number of Hours Per Week as shown in the Schedule of Benefits; and
 - b. for six consecutive months or more following the date the prior Disability benefits ended.

A new Elimination Period must be completed before further Monthly Benefits become payable. A new Maximum Benefit Period will apply.

2. **Prior Disability.** A Recurrent Disability will be treated as part of the prior Disability, if the Recurrent Disability begins after the Insured Employee returns to his or her Own Occupation with the Employer:
 - a. on a full-time basis working at least the Minimum Number of Hours Per Week as shown in the Schedule of Benefits; but
 - b. for less than six consecutive months following the date the prior Disability benefits ended.

The completion of a new Elimination Period is not required before further Monthly Benefits become payable. The same Maximum Benefit Period will apply to the Recurrent Disability as to the prior Disability. The Predisability Income used in determining the prior Disability benefit will apply as well.

In addition, a Recurrent Disability will be treated as a prior Disability if all of the subsequent events occur in less than six consecutive months following the date the prior Disability benefits end under this Policy:

- a. a job opening is not available for the Insured Employee to return to work with the Employer;
- b. the Insured Employee's coverage under this Policy terminates;
- c. the former Employee returns to his or her Own Occupation with a new employer on a full-time basis working at least the Minimum Number of Hours Per Week as shown in the Schedule of Benefits;
- d. benefits are not payable under any other group long-term disability plan; and
- e. a Recurrent Disability begins.

Benefits for the former Employee will be reinstated for the Recurrent Disability and the completion of a new Elimination Period will not be required before further Monthly Benefits become payable. The same Maximum Benefit Period, Exclusions, and Limitations will apply to the Recurrent Disability as to the prior Disability. The Predisability Income used in determining the prior Disability benefit will apply as well. Benefits reinstated under this provision are subject to this Policy's terms and conditions that were in effect at the time the prior Disability began.

To qualify for a Monthly Benefit, the Insured Employee or former Employee must earn less than the percentage of Predisability Income specified in the Partial Disability Monthly Benefit section. Monthly Benefit payments will be subject to all other terms of this Policy that applied to the prior Disability.

This Recurrent Disability provision will cease to apply to an Insured Employee or former Employee who becomes eligible for coverage under any other group long-term disability plan.

EXCLUSIONS

GENERAL EXCLUSIONS. This Policy will not cover any period of Total or Partial Disability:

1. due to war, declared or undeclared, or any act of war;
2. due to intentionally self-inflicted injuries;
3. due to active participation in a riot;
4. due to the Insured Employee's committing of or the attempting to commit a felony or any type of assault or battery;
5. during which the Insured Employee is incarcerated for the commission of a felony;
6. during which the Insured Employee is not under the Regular Care of a Physician;
7. during which the Insured Employee is not participating in good faith in a vocational rehabilitation program approved by the Company, without good cause; if this Policy includes a Mandatory Vocational Rehabilitation Benefit provision; or
8. after the Insured Employee has resided outside the United States or Canada for more than 12 consecutive benefit months for purposes other than employment with the Employer.

PRE-EXISTING CONDITION EXCLUSION. This Policy will not cover any Total or Partial Disability:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first 12 months after the Insured Employee's Effective Date.

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date.

"Treatment" means consultation, care or services provided by a Physician. It includes diagnostic measures and the prescription, refill of prescription, or taking of any prescribed drugs or medicines.

SPECIFIED INJURIES OR SICKNESSES LIMITATION

LIMITATION. If an Insured Employee is Disabled primarily due to one or more of the Specified Injuries or Sicknesses defined below; then Partial or Total Disability Monthly Benefits:

1. will be payable subject to the terms of this Policy; but
2. will be limited to 24 months for any one period of Disability; unless the Insured Employee is confined to a Hospital.

"Specified Injuries or Sicknesses" include any Chronic Fatigue Sickness, Environmental Sickness, Mental Sickness, Musculoskeletal/Connective Tissue Injury or Sickness, or Substance Abuse, as defined below.

CONDITIONS

1. If the Insured Employee is confined in a Hospital at the end of the 24th month for which Policy benefits are paid for the Specified Injury or Sickness; then benefits will be payable until he or she is discharged from that facility.
2. In no event will the Monthly Benefit be paid beyond the Maximum Benefit Period shown in the Schedule of Insurance, however.

DEFINITIONS

"Chronic Fatigue Sickness" means a sickness that is characterized by a debilitating fatigue, in the absence of other known medical or psychological conditions. It includes, but is not limited to:

1. chronic fatigue syndrome or chronic fatigue immunodeficiency syndrome;
2. an Epstein-Barr or herpes 6 viral infection, or post viral syndrome; and
3. limbic encephalopathy or myalgic encephalomyelitis.

It does **not** include depression or any neoplastic, neurologic, endocrine, hematologic or rheumatologic disorder.

"Environmental Sickness" means an allergy or sensitivity to chemicals or the environment. It includes, but is not limited to:

1. environmental allergies;
2. sick building syndrome;
3. multiple chemical sensitivity syndrome; and
4. chronic toxic encephalopathy.

It does **not** include asthma or allergy-induced reactive lung disease.

"Hospital," as used in this provision, means:

1. a general hospital which:
 - (a) is licensed, approved or certified by the state where it is located;
 - (b) is recognized by the Joint Commission on the Accreditation of Hospitals; or
 - (c) is operated to treat resident inpatients; has a registered nurse always on duty; and has a lab, x-ray facility and place where major surgery is performed; and
2. a skilled nursing care facility or unit, which provides convalescent or nursing care; and which is recognized as a skilled nursing care facility under Medicare.

The term Hospital also includes:

1. a Mental Hospital when treatment is for a Mental Sickness; and
2. a Treatment Center when treatment is for Substance Abuse.

"Mental Hospital" means a health care facility (or its psychiatric unit) which:

1. is licensed, certified or approved as a mental hospital by the state where it is located;
2. is equipped to treat resident inpatients' mental diseases or disorders; and
3. has a resident psychiatrist on duty or on call at all times.

**SPECIFIED INJURIES OR SICKNESSES LIMITATION
(Continued)**

"Mental Sickness" means any emotional, behavioral, psychological, personality, adjustment, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome; regardless of its cause. It includes, but is not limited to:

1. schizophrenia or schizoaffective disorder;
2. bipolar affective disorder, manic depression, or other psychosis; and
3. obsessive-compulsive, depressive, panic or anxiety disorders.

These conditions are usually treated by a psychiatrist, a clinical psychologist or other qualified mental health care provider. Treatment usually involves psychotherapy, psychotropic drugs or similar methods of treatment.

Mental Sickness does not include irreversible dementia resulting from:

1. stroke, trauma, viral infection, Alzheimer's disease; or
2. other conditions which are not usually treated by a mental health care provider using psychotherapy, psychotropic drugs, or similar methods of treatment.

"Musculoskeletal/Connective Tissue Injury or Sickness" includes, but is not limited to:

1. scoliosis that does not require surgery;
2. any other disease or disorder of the cervical, thoracic or lumbosacral back and surrounding soft tissue; unless documented by x-ray, electromyogram, computerized tomography or magnetic resonance imaging;
3. sprains or strains of the muscles, joints and adjacent tissues;
4. fibromyalgia, carpal tunnel syndrome, or repetitive motion syndrome; and
5. myofascial pain, or any craniomandibular or temporomandibular joint disorder (TMJ).

It does **not** include:

1. scoliosis that requires surgery, or spondylolisthesis of grade II or higher;
2. radiculopathies or herniated discs that are documented by x-ray, electromyogram, computerized tomography or magnetic resonance imaging;
3. tumors, malignancies, vascular malformations, or osteopathies;
4. myelopathies, myelitis, or demyelinating disease; or
5. lupus, or rheumatoid or psoriatic arthritis.

"Substance Abuse" means alcoholism, drug abuse, or chemical dependency of any type.

"Treatment Center" means a health care facility (or its medical or psychiatric unit) which:

1. is licensed, certified or approved by the state where it is located;
2. has a program for inpatient treatment of substance abuse; and
3. provides such treatment based upon a written plan approved and supervised by a Physician.

MANDATORY VOCATIONAL REHABILITATION BENEFIT PROVISION

BENEFIT. If an Insured Employee is Disabled and is receiving Policy benefits; then he or she may be eligible for a Vocational Rehabilitation Benefit. This Benefit consists of services which may include:

1. vocational evaluation, counseling, training or job placement;
2. job modification or special equipment; and
3. other services which the Company deems reasonably necessary to help the Insured Employee return to work.

The Company will determine the Insured Employee's eligibility and the amount of any Benefit payable.

ELIGIBILITY. An Insured Employee may be eligible for this Benefit, if the Company finds that he or she:

1. has a Disability that prevents the performance of his or her regular occupation; and, after the Own Occupation Period, also lacks the skills, training or experience needed to perform any other Gainful Occupation;
2. has the physical and mental abilities needed to complete a Program; and
3. is reasonably expected to return to work after completing the Program; in view of the labor force demand for workers in the proposed occupation.

The Company must also find that the cost of the proposed services is less than its expected claim liability.

AMOUNT. The amount of any Vocational Rehabilitation Benefit will not exceed the Company's expected claims liability. This benefit will not be payable for services covered under the Insured Employee's health care plan or any other vocational rehabilitation program. Payment may be made to the provider of the services, at the Company's option.

CONDITIONS. Either the Company, the Insured Employee, or his or her Physician may first propose vocational rehabilitation. When a Program is approved by the Company, this Policy's definition of "Disability" will be waived during the rehabilitation period; but it will be reapplied after the Program ends. The Company will determine the amount and duration of any Long Term Disability benefits payable after the Program ends.

LIMITATIONS. This Policy will not cover any period of Disability:

1. for an Insured Employee who, without good cause, refuses to take part in good faith in a Program designed to return the person to work:
 - (a) in his or her regular occupation, during the Own Occupation Period; or
 - (b) in any Gainful Occupation after the Own Occupation Period; or
2. for an Insured Employee who has received a Vocational Rehabilitation Benefit and has failed to complete the Program, without Good Cause.

DEFINITIONS

"Gainful Occupation" means any occupation in which the Insured Employee:

1. is or could reasonably become qualified, considering his or her education, training, experience, and mental and physical abilities;
2. could reasonably find employment, considering the demand in the national labor force; and
3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Predisability Income, within 12 months of returning to work.

"Good Cause", as used in this provision, means the Insured Employee's:

1. documented physical or mental impairments, which render the Insured Employee unable to take part in or complete a Program;
2. involvement in a medical program, which prevents or interferes with the Insured Employee's taking part in or completing a Program; or
3. participating in good faith in some other vocational rehabilitation program, which:
 - (a) conflicts with taking part in or completing a Program developed by the Company; and
 - (b) is reasonably expected to return the Insured Employee to work.

"Program" means a written vocational rehabilitation program:

1. which the Company develops with input from the Insured Employee; his or her Physician; and any current or prospective employer, when appropriate; and
2. which describes the Program's goals; each party's responsibilities; and the times, dates and costs of the rehabilitation services.

Mandatory Rehab.

REASONABLE ACCOMMODATION BENEFIT

If an Insured Employee of the Employer is Disabled, and is receiving Policy benefits; then the Employer may be eligible for a Reasonable Accommodation Benefit. This Benefit reimburses the Employer for 50% of the expense incurred for reasonable accommodation services for the Insured Employee; but will not exceed:

1. a maximum benefit of \$5,000 for any one Insured Employee; or
2. the Company's expected liability for the Insured Employee's Long Term Disability claim (whichever is less).

Such services may include:

1. providing the Insured Employee a more accessible parking space or entrance;
2. removing barriers or hazards to the Insured Employee from the worksite;
3. special seating, furniture or equipment for the Insured Employee's work station;
4. providing special training materials or translation services during the Insured Employee's training; and
5. other services the Company deems reasonably necessary to help the Insured Employee return to work with the Employer.

ELIGIBILITY FOR BENEFIT. The Company will determine the Employer's eligibility to receive the Benefit. To qualify for the Benefit, the Employer must have an Insured Employee:

- (a) whose Disability prevents the performance of his or her regular occupation at the Employer's worksite;
- (b) who has the physical and mental abilities needed to perform his or her own or another occupation at the Employer's worksite; but only with the help of the proposed accommodation; and
- (c) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation Benefit is less than the expected liability for the Insured Employee's Long Term Disability claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

1. the Employer;
2. the Insured Employee; and
3. his or her Physician, when appropriate.

The proposal must state the purpose of the proposed accommodation; and the times, dates and costs of the services.

CONDITIONS. Either the Company, the Employer, the Insured Employee, or his or her Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will then reimburse the Employer, upon receipt of proof that the Employer:

1. has provided the services for the Insured Employee; and
2. has paid the provider for the services.

PRIOR INSURANCE CREDIT UPON TRANSFER OF INSURANCE CARRIERS

To prevent loss of coverage for an Employee because of a transfer of insurance carriers, this Policy will provide Prior Insurance Credit for employees insured under the prior carrier's policy on its termination date as follows.

FAILURE TO BE ACTIVELY-AT-WORK DUE TO INJURY OR SICKNESS. Subject to premium payments, this Policy will provide coverage to an Employee:

1. who was insured by the prior carrier's policy at the time of transfer; and
2. who was not Actively-At-Work due to Injury or Sickness on this Policy's Effective Date.

The coverage will be that provided by the prior carrier's policy, had it remained in force. The Company will pay:

1. the benefit that the prior carrier would have paid; minus
2. any amount for which the prior carrier is liable.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Benefits may be payable for a Total Disability due to a Pre-Existing Condition for an Employee who:

1. was insured by the prior carrier's policy at the time of transfer; and
2. was Actively-At-Work and insured under this Policy on this Policy's Effective Date.

The benefits will be determined as follows:

1. The Company will apply this Policy's Pre-Existing Condition Exclusion. If the Insured Employee qualifies for benefits, such Insured Employee will be paid according to this Policy's benefit schedule.
2. If the Insured Employee cannot satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the prior carrier's pre-existing condition exclusion giving consideration towards continuous time insured under both policies; then he or she will be paid in accord with the benefit schedule and all other terms, conditions and limitations of:
 - (a) this Policy without applying the Pre-Existing Condition Exclusion; or
 - (b) the prior carrier's policy;whichever is less.
3. If the Insured Employee cannot satisfy the Pre-Existing Condition Exclusion of this Policy or that of the prior carrier, no benefit will be paid.

Prior Insurance Credit

FAMILY INCOME BENEFIT

The Company will pay a lump sum benefit to the Eligible Survivor when proof is received that an Insured Employee died:

1. after Disability had continued for 180 or more consecutive days; and
2. while receiving a Monthly Benefit.

The benefit will be equal to three times the Insured Employee's Last Monthly Benefit.

"Last Monthly Benefit" means the gross Monthly Benefit payable to the Insured Employee immediately prior to death. Any reductions for Other Income Benefits, or for earnings the Insured Employee received for Partial Disability Employment, will not apply.

"Eligible Survivor" means the Insured Employee's:

1. surviving spouse; or, if none
2. surviving children who are under age 25 on the Insured Employee's date of death.

If payment becomes due to the Insured Employee's children; then payment will be made to:

1. the surviving children, in equal shares; or
2. a person named by the Company to receive payments on the children's behalf.

This payment will be valid and effective against all claims by others representing, or claiming to represent, the children.

NOTICE CONCERNING COVERAGE UNDER

THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within 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 the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not 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 Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

- 1) 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);
- 2) The insurer was not authorized to do business in this state;
- 3) Their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- 1) Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- 2) Any policy of reinsurance (unless an assumption certificate was issued);
- 3) Interest rate yields that exceed an average rate;
- 4) Dividends;
- 5) Credits given in connection with the administration of a policy by a group contractholder;
- 6) Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- 7) Unallocated annuity contracts (which give rights to group contractholders, not individuals);

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefits greater than the following:

- Life insurance death benefits - \$300,000
- Life insurance cash surrender value - \$100,000
- Present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- Present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- Health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- Health insurance benefits for companies declared insolvent on or after January 1, 2010:
 - \$100,000 for limited benefits and supplemental health coverages
 - \$300,000 for disability and long term care insurance
 - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance 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 Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you 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.

Tennessee Life and Health Insurance Guaranty Association
1200 One Nashville Place
150 4th Avenue North
Nashville, Tennessee 37219

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VI

**EMPLOYEE CENSUS DATA & POLICY EXPERIENCE
REPORTS**

***Census Data available in excel file by request - email jcoffer@ci.collierville.tn.us**

Town of Collierville - Town Employees CENSUS DATA 4/9/2015						
Employee	Gender	Date of Birth	Title	Annualized	Hire Date	Dependent Life
Employee 1	Male	2/12/1963	Asst. Chief Of Oper./admin.	95014.1258	4/1/1987	yes
Employee 2	Female	1/15/1965	Administrative Supervisor	51391.1748	7/6/1999	
Employee 3	Female	1/3/1984	Dispatcher	32862.5867	4/16/2012	
Employee 4	Male	12/4/1963	Police Captain	78447.1068	6/7/1985	
Employee 5	Male	9/29/1964	Equipment Operator, Sr.	36543.4135	5/17/2005	
Employee 6	Male	2/28/1980	Building Maintenance Worker	28837.7440	7/28/2014	
Employee 7	Male	11/2/1986	Ff/paramedic	46938.6807	4/15/2010	
Employee 8	Male	10/10/1983	Patrol Officer	35063.0828	4/28/2014	yes
Employee 9	Male	4/4/1972	Custodian	24552.7800	7/15/2010	yes
Employee 10	Male	3/6/1961	Police Lieutenant	65371.1994	2/12/1980	
Employee 11	Male	1/30/1966	Ff/paramedic	61650.0541	3/10/2002	
Employee 12	Male	1/30/1974	Police Lieutenant	65371.1993	10/26/1997	
Employee 13	Female	2/11/1958	Accounting Technician	32640.0878	1/18/2005	yes
Employee 14	Male	6/1/1961	Ff/paramedic	63478.0575	10/3/2001	yes
Employee 15	Male	10/8/1984	Building Trades Specialist	36266.2560	2/6/2012	yes
Employee 16	Female	8/29/1975	Purchasing Agent	50427.7785	11/15/1999	yes
Employee 17	Male	7/10/1986	Firefighter	43484.3189	3/15/2009	
Employee 18	Male	10/7/1965	Office Assistant, Senior	30106.4633	4/3/2001	
Employee 19	Male	9/6/1961	Engineering Inspector	53047.6693	11/25/1996	
Employee 20	Male	8/30/1957	Police Lieutenant	56975.1504	2/8/2010	
Employee 21	Male	7/14/1978	Building Maintenance Worker	35210.0000	3/21/2005	yes
Employee 22	Male	8/15/1990	Dispatcher	29875.0789	2/3/2014	
Employee 23	Male	3/6/1979	Ff/paramedic	51632.5487	11/27/2007	
Employee 24	Male	3/23/1964	Firefighter	49398.1387	3/27/2005	yes
Employee 25	Male	8/22/1950	Police Lieutenant	69344.0373	9/16/1982	yes
Employee 26	Male	9/16/1957	Engineering Technical Spec.	59565.9203	10/8/2001	yes
Employee 27	Male	12/12/1973	Heavy Equipment Operator	41269.5066	5/16/1994	yes
Employee 28	Female	4/25/1978	Laboratory Technician	38999.3474	3/6/2006	yes
Employee 29	Female	10/3/1956	Accounting Technician	46557.1469	1/26/1994	yes
Employee 30	Female	7/23/1948	Director, Finance	116585.7460	3/14/1990	yes
Employee 31	Male	1/14/1973	Patrol Officer	50343.3864	7/11/2005	
Employee 32	Male	4/1/1959	Chief Of Fire Prevention	92661.1956	7/5/1978	
Employee 33	Male	2/27/1963	Fire Lieutenant	68313.2978	9/21/1981	
Employee 34	Male	12/2/1974	Manager, GIS	65563.6208	3/15/2010	yes

Employee 35	Female	10/25/1953	Records Clerk	34289.3403	6/24/1998	
Employee 36	Male	7/31/1976	Patrol Officer	50353.1618	10/17/2005	yes
Employee 37	Male	9/9/1972	Fire Driver/engineer	50453.4010	1/26/2004	yes
Employee 38	Female	9/4/1961	Administrative Specialist	26251.6735	9/29/2008	
Employee 39	Female	3/14/1956	Chief Planner	66922.3013	8/24/2006	
Employee 40	Male	7/9/1986	Equipment Operator	28106.3198	9/4/2007	
Employee 41	Male	6/8/1977	Jailer	33085.1741	4/19/2010	yes
Employee 42	Male	10/15/1962	Mechanic, Sr.	47769.5156	10/27/2008	yes
Employee 43	Male	9/3/1963	Fire Lieutenant	66271.7957	4/1/1984	
Employee 44	Male	1/10/1976	Patrol Officer	49559.1308	5/16/2005	yes
Employee 45	Male	10/18/1955	Fire Driver/engineer	63478.0575	6/16/1998	
Employee 46	Male	9/5/1966	Ff/paramedic	55246.8271	11/25/2007	yes
Employee 47	Male	1/18/1966	Accreditation Manager	52330.2971	6/1/1989	
Employee 48	Male	10/31/1958	Instrumentation/electrical Tec	65895.6777	1/22/2001	yes
Employee 49	Male	3/31/1975	Police Lieutenant	66664.9289	2/16/1999	yes
Employee 50	Female	3/18/1951	Office Assistant, Senior	34064.9769	6/1/1994	yes
Employee 51	Female	7/19/1962	Accounting Technician	37944.7294	3/11/2002	
Employee 52	Female	6/15/1985	Dispatcher	32862.5867	11/12/2012	
Employee 53	Male	8/30/1971	Patrol Officer	54406.4128	1/2/1997	
Employee 54	Male	12/4/1991	Patrol Officer	33078.3800	5/19/2014	
Employee 55	Female	1/16/1991	Patrol Officer	42826.5786	2/13/2012	
Employee 56	Male	1/28/1980	Equipment Operator, Sr.	32349.1930	11/6/2006	
Employee 57	Female	7/15/1973	Buyer	40196.9358	1/27/2003	
Employee 58	Male	12/15/1961	Maintenance Worker	36163.4039	4/6/1995	yes
Employee 59	Male	5/5/1987	Jailer	37171.1932	3/3/2008	
Employee 60	Male	8/8/1983	Maintenance Worker	27004.4061	8/22/2005	
Employee 61	Male	4/12/1985	Patrol Officer	42826.5786	2/13/2012	yes
Employee 62	Male	2/24/1960	Custodian	29259.1051	12/21/1994	
Employee 63	Male	5/20/1993	Maintenance Worker	22828.2206	1/22/2013	
Employee 64	Male	9/15/1964	Plant Mechanic	41979.5617	5/20/1998	yes
Employee 65	Male	7/23/1960	Crew Leader	46694.6910	2/10/1992	yes
Employee 66	Male	9/29/1981	Maintenance Worker	24039.5006	12/5/2011	yes
Employee 67	Male	12/2/1986	Dispatcher	27159.1626	8/11/2014	
Employee 68	Male	12/30/1968	Chief Building Inspector	56743.1961	4/14/2003	yes
Employee 69	Male	10/24/1995	Maintenance Worker	21517.7874	2/2/2015	
Employee 70	Male	9/27/1964	Fire Driver/paramedic	68313.2978	8/8/1994	
Employee 71	Female	10/9/1960	Dispatcher	41856.1442	12/17/2007	yes
Employee 72	Male	10/9/1977	Ff/paramedic	63478.0575	1/18/2000	
Employee 73	Male	11/13/1980	Building Maintenance Supv.	42053.9197	2/15/1999	yes
Employee 74	Male	11/5/1957	Maintenance Worker	31412.0747	4/29/2002	
Employee 75	Male	9/25/1962	Plant Mechanic	42860.3600	1/20/2009	yes

Employee 76	Female	12/2/1956	Town Clerk	66541.7138	6/12/1995	
Employee 77	Male	7/15/1961	Patrol Officer	40024.8398	4/19/2010	
Employee 78	Male	1/18/1960	Equipment Operator	27192.0000	8/1/2011	yes
Employee 79	Female	12/5/1983	Museum Director	50000.0000	3/13/2013	
Employee 80	Female	6/8/1984	Emerging Media Specialist	34209.8514	11/11/2013	yes
Employee 81	Male	11/30/1968	Fire Driver/paramedic	68313.2978	6/17/1998	
Employee 82	Female	1/30/1963	Deputy Court Clerk	25552.8000	5/27/2014	yes
Employee 83	Female	2/4/1988	Dispatcher	32862.5867	2/4/2013	
Employee 84	Female	9/6/1964	Accounting Technician	46557.1523	8/3/1998	
Employee 85	Male	7/19/1964	Asst. To Director Of Parks	73598.5943	1/6/1997	yes
Employee 86	Female	7/5/1961	Jailer	38643.3196	3/5/2007	
Employee 87	Male	11/15/1987	Buyer	38000.0000	8/25/2014	
Employee 88	Male	3/4/1955	Maintenance Worker	36163.4039	6/14/1995	yes
Employee 89	Male	4/20/1968	Utility Maintenance Specialist	35570.7435	9/26/2005	yes
Employee 90	Female	4/5/1948	Court Supervisor	42397.1281	5/9/2005	yes
Employee 91	Male	4/19/1991	Patrol Officer	36386.2180	7/24/2013	
Employee 92	Male	2/28/1963	Fire Driver/engineer	63478.0575	1/17/1995	yes
Employee 93	Male	7/24/1969	Crew Supervisor, Sr.	53812.5960	10/15/1990	
Employee 94	Male	8/13/1954	Fire Chief	106550.0007	3/1/2004	yes
Employee 95	Female	6/17/1971	Jailer	36476.4044	9/19/2007	
Employee 96	Male	8/24/1953	Chief Codes Compliance Officer	55543.8595	5/24/2004	yes
Employee 97	Male	5/25/1976	Patrol Officer	36386.2180	8/7/2013	yes
Employee 98	Male	5/20/1991	Patrol Officer	36386.2180	7/24/2013	
Employee 99	Male	11/13/1966	Equipment Operator, Sr.	31808.8046	11/12/2007	
Employee 100	Female	6/18/1981	Patrol Officer	50510.2554	2/13/2006	yes
Employee 101	Female	5/24/1963	Records Clerk	39304.2920	9/16/1985	yes
Employee 102	Female	10/4/1967	Accountant	35236.1469	10/10/2011	yes
Employee 103	Male	11/30/1967	Maintenance Worker	29265.3673	2/20/2006	
Employee 104	Female	6/16/1967	Deputy Court Clerk, Sr.	29978.8200	7/21/2014	
Employee 105	Male	1/1/1958	Patrol Officer	50468.3049	6/25/2007	yes
Employee 106	Male	8/24/1970	Crew Leader	48164.7020	8/9/1999	yes
Employee 107	Male	7/8/1964	Crew Leader	46420.1831	8/21/1996	
Employee 108	Male	2/19/1962	Maintenance Worker	26181.4195	9/24/2007	
Employee 109	Male	8/20/1957	Police Lieutenant	70730.9180	7/17/1989	yes
Employee 110	Male	6/5/1972	Maintenance Worker	35450.1716	9/14/1998	
Employee 111	Male	10/24/1960	Sanitation Worker	29203.0939	8/29/2000	yes
Employee 112	Male	3/22/1967	Patrol Officer	54406.4128	8/5/2002	yes
Employee 113	Female	1/27/1970	Customer Service Clerk, Senior	32476.3894	6/23/2003	yes
Employee 114	Male	12/15/1963	Maintenance Worker, Sr.	39304.2920	2/8/1993	yes
Employee 115	Female	12/2/1947	Municipal Court Clerk	77538.1822	4/13/1998	
Employee 116	Male	4/28/1962	Mechanic	36503.2000	3/26/2012	yes

Employee 117	Male	8/4/1989	Patrol Officer	36386.2180	10/14/2013	
Employee 118	Male	5/30/1991	Patrol Officer	40024.8398	12/10/2012	
Employee 119	Female	3/16/1962	Planner	57494.1522	9/5/1995	yes
Employee 120	Male	6/1/1976	Patrol Officer	48115.6608	7/7/2008	yes
Employee 121	Male	1/16/1959	Economic Development Director	90000.0000	1/27/2014	yes
Employee 122	Male	2/20/1966	Fire Driver/engineer	63478.0575	2/19/1990	
Employee 123	Female	9/15/1950	Customer Service Clerk	28792.9465	6/2/2008	
Employee 124	Male	7/25/1977	Patrol Officer	48115.6611	8/4/2008	
Employee 125	Male	5/13/1980	Patrol Officer	33078.3804	4/21/2014	
Employee 126	Male	9/10/1971	Police Lieutenant	65371.1993	2/16/1995	
Employee 127	Male	3/21/1981	Firefighter	34528.0802	10/6/2013	yes
Employee 128	Male	11/11/1987	Maintenance Worker	24635.3210	3/7/2011	
Employee 129	Male	11/7/1966	Firefighter	52753.7206	1/17/1995	
Employee 130	Female	12/21/1984	Patrol Officer	48115.6608	12/8/2008	
Employee 131	Male	6/7/1981	Patrol Officer	48115.6608	12/15/2008	
Employee 132	Male	7/24/1992	Maintenance Worker	22387.1060	1/7/2013	
Employee 133	Male	8/2/1966	Manager, Recreation	58543.0776	1/11/1999	yes
Employee 134	Male	11/5/1955	Computer Support Tech.	42223.9515	10/8/2007	
Employee 135	Female	12/23/1952	Accounting Technician	36178.1371	5/21/2001	yes
Employee 136	Male	5/12/1988	Patrol Officer	42826.5786	9/6/2011	
Employee 137	Male	1/21/1970	Equipment Operator, Sr.	28214.1451	10/5/2009	
Employee 138	Male	1/28/1964	Ff/paramedic	62233.3897	4/17/2005	yes
Employee 139	Male	7/28/1968	Maintenance Worker	22163.3210	8/19/2013	
Employee 140	Male	11/24/1957	Crew Supervisor	53808.7950	10/26/1998	
Employee 141	Male	3/23/1973	Jailer	31509.6897	6/27/2011	yes
Employee 142	Male	10/10/1976	Operations Assistant	60099.9850	5/30/2007	yes
Employee 143	Male	6/29/1965	Fire Battalion Chief	79478.7196	11/15/1986	yes
Employee 144	Male	1/5/1966	Police Detective	59863.1739	12/16/1999	
Employee 145	Male	3/26/1981	Patrol Officer	50510.2554	7/10/2006	
Employee 146	Female	1/11/1961	Coordinator, Recreation Progs.	58170.5809	4/21/1991	yes
Employee 147	Male	2/24/1966	Director, Development	110333.6000	1/5/2009	yes
Employee 148	Male	12/19/1977	Firefighter	53808.7950	1/7/2002	
Employee 149	Male	2/28/1986	Maintenance Worker, Sr.	24960.0000	10/27/2014	yes
Employee 150	Female	3/2/1955	Dispatcher	46451.8773	1/4/2006	
Employee 151	Male	6/28/1957	Fire Driver/paramedic	68313.2978	2/1/1988	yes
Employee 152	Male	5/3/1946	Police Chief	107416.9140	1/22/1996	yes
Employee 153	Male	10/15/1955	Master Mechanic	26770.8774	11/11/2013	yes
Employee 154	Male	7/26/1994	Maintenance Worker	21517.7874	3/2/2015	
Employee 155	Male	5/31/1988	Maintenance Worker	23920.0000	12/15/2014	
Employee 156	Female	5/17/1958	Deputy Court Clerk, Sr.	31477.7610	2/23/2015	yes
Employee 157	Male	5/30/1971	Police Lieutenant	65371.1993	8/7/1997	

Employee 158	Female	5/26/1958	Human Resource Analyst, Sr.	67285.8767	12/1/1984	yes
Employee 159	Male	10/2/1955	Utility Maintenance Specialist	46557.1523	8/4/1997	yes
Employee 160	Female	8/29/1957	Administrative Specialist, Sr.	30930.2081	11/6/2006	yes
Employee 161	Male	5/5/1962	Maintenance Worker	31146.5009	2/25/2002	
Employee 162	Male	1/18/1975	Town Planner	83174.5600	8/11/2008	
Employee 163	Male	9/28/1954	Crew Leader	45921.4613	4/1/2002	yes
Employee 164	Female	11/23/1952	Administrative Specialist, Sr.	29954.7003	5/12/2011	yes
Employee 165	Male	8/5/1977	Patrol Officer	45824.4390	6/29/2010	
Employee 166	Male	9/22/1964	Fire Lieutenant/paramedic	73148.5381	10/1/1988	
Employee 167	Male	6/4/1980	Jailer	26771.1893	3/11/2013	
Employee 168	Male	7/1/1956	Jailer	34739.4329	2/22/2010	
Employee 169	Female	8/31/1972	Custodian	24967.2000	6/1/2009	yes
Employee 170	Female	9/27/1979	Accounting Technician	31000.0000	3/23/2015	
Employee 171	Male	2/17/1976	Wwt Plant Operator, Sr.	50501.0682	12/27/2005	yes
Employee 172	Male	5/24/1970	Fire Driver/paramedic	68313.2978	1/17/1995	
Employee 173	Female	3/15/1975	Senior Civil Engineer	60000.0000	11/12/2014	
Employee 174	Female	8/11/1971	Records Clerk	39304.2920	2/10/1997	
Employee 175	Female	10/1/1964	Court Supervisor	42397.1281	2/20/2012	
Employee 176	Male	10/5/1962	Wwtp Manager	71299.4283	4/26/2000	yes
Employee 177	Male	10/24/1973	Crew Leader	34350.6817	11/5/2001	yes
Employee 178	Male	11/10/1972	Maintenance Worker, Sr.	24744.7200	6/17/2013	yes
Employee 179	Male	8/17/1978	Coordinator, Athletics	42522.2685	5/5/2008	
Employee 180	Male	2/16/1971	Planner	56275.4405	8/31/2009	yes
Employee 181	Male	5/5/1986	Maintenance Worker	21517.7874	1/12/2015	
Employee 182	Male	6/13/1970	Patrol Officer	36386.2180	11/4/2013	yes
Employee 183	Male	9/10/1956	Public Information Officer	66739.6694	7/31/2006	yes
Employee 184	Male	4/17/1963	Crew Leader	44563.3338	11/20/1996	yes
Employee 185	Male	12/31/1966	Equipment Operator	40711.7354	6/2/1998	yes
Employee 186	Female	10/19/1957	Dispatcher	42935.7506	12/17/2007	
Employee 187	Male	11/10/1972	Police Detective	61060.4374	2/1/1996	yes
Employee 188	Male	4/7/1969	Patrol Officer	53339.6204	4/3/2000	yes
Employee 189	Male	12/25/1965	Engineering Inspector	56226.4150	9/14/1994	yes
Employee 190	Male	7/21/1959	Staff Engineer, Senior	70730.9180	1/2/2001	
Employee 191	Male	8/23/1974	Firefighter	52853.5078	8/8/2001	
Employee 192	Male	7/1/1964	Director, General Services	94760.0000	11/30/1998	yes
Employee 193	Male	4/13/1981	Maintenance Worker	26434.7193	6/18/2007	
Employee 194	Male	12/31/1972	Ff/paramedic	60930.5473	10/3/2001	yes
Employee 195	Male	3/7/1983	Ff/paramedic	55478.8437	11/26/2007	yes
Employee 196	Male	2/21/1978	Firefighter	47959.5428	11/12/2006	
Employee 197	Female	9/4/1966	Human Resource Analyst	62161.8788	9/1/1986	yes
Employee 198	Male	11/23/1963	Patrol Officer	53339.6204	3/21/1994	yes

Employee 199	Female	4/7/1981	Animal Shelter Technician	34907.6228	7/26/2000	
Employee 200	Male	7/31/1967	Long Range Planner	61060.4374	8/30/1999	yes
Employee 201	Male	7/31/1991	Maintenance Worker	21517.7874	3/24/2014	
Employee 202	Male	7/1/1964	Fire Driver/engineer	61025.9414	2/20/1990	yes
Employee 203	Male	8/19/1973	Maintenance Worker	34830.2799	3/1/1999	
Employee 204	Male	9/26/1955	Equipment Operator	29204.9337	4/6/2015	
Employee 205	Male	3/16/1976	Firefighter	53808.7950	1/18/2000	
Employee 206	Female	1/4/1979	Jailer	33085.1743	3/30/2009	
Employee 207	Male	7/10/1953	Director, Human Resources	104824.6152	7/15/2013	
Employee 208	Female	7/2/1973	Administrative Specialist, Sr.	30125.5922	4/18/2011	yes
Employee 209	Female	12/3/1971	Patrol Officer	48115.6610	2/23/2009	yes
Employee 210	Female	2/12/1965	Contract Specialist	40574.1388	3/17/2014	yes
Employee 211	Female	7/3/1974	Accountant	44220.0000	10/8/2014	yes
Employee 212	Male	4/3/1955	Patrol Officer	53339.6204	4/16/1994	yes
Employee 213	Male	8/29/1980	Fire Driver/engineer	55047.0148	3/10/2002	yes
Employee 214	Male	11/5/1974	Maintenance Worker	25128.0274	10/25/2010	
Employee 215	Male	10/3/1960	Equipment Operator	26762.2102	9/10/2012	yes
Employee 216	Male	9/7/1965	Building Inspector	43668.9100	3/4/2014	yes
Employee 217	Male	7/19/1961	Utility Maintenance Specialist	27702.3459	1/26/2009	yes
Employee 218	Male	8/10/1968	Patrol Officer	54406.4128	8/1/1997	yes
Employee 219	Female	6/18/1951	Office Assistant, Senior	34469.0517	11/10/1997	
Employee 220	Male	7/31/1990	Maintenance Worker, Sr.	23271.4871	3/25/2013	
Employee 221	Male	1/30/1964	Water Plant Operator	40457.4748	11/8/1999	yes
Employee 222	Female	6/26/1954	Accounting Technician	34173.2864	12/11/2006	yes
Employee 223	Male	9/3/1970	Fire Lieutenant/paramedic	70373.1618	1/18/2000	yes
Employee 224	Male	8/9/1989	Maintenance Worker	25315.8539	3/17/2008	
Employee 225	Male	8/17/1966	Assistant Fire Chief	95481.0000	6/16/1988	yes
Employee 226	Male	7/19/1959	Police Detective	61060.4374	7/1/1997	
Employee 227	Male	6/24/1951	Director, Public Services	116209.9085	12/1/1999	
Employee 228	Male	6/23/1971	Sanitation Worker	25957.6321	1/3/2006	
Employee 229	Male	10/13/1958	Heavy Equipment Operator	47153.1916	9/7/1989	yes
Employee 230	Female	6/24/1991	Patrol Officer	36386.2180	5/13/2013	
Employee 231	Male	5/3/1982	Mechanic	42656.6672	8/17/2009	yes
Employee 232	Male	10/22/1961	Chief Of Administration	92661.1956	5/15/1986	yes
Employee 233	Male	12/18/1959	Streets & Drainage Manager	75190.0000	9/18/1985	yes
Employee 234	Female	4/14/1987	Dispatcher	35162.9677	10/17/2011	yes
Employee 235	Male	11/10/1964	Heavy Equipment Operator	33217.8399	10/18/2010	yes
Employee 236	Female	10/31/1989	Patrol Officer	33078.3800	5/5/2014	
Employee 237	Male	2/16/1957	Assistant Finance Director	95000.0000	4/6/2015	
Employee 238	Male	7/4/1991	Patrol Officer	33078.3800	10/6/2014	
Employee 239	Male	3/3/1964	Municipal Court Clerk	59000.0000	3/2/2015	

Employee 240	Male	3/19/1988	Patrol Officer	45824.4391	2/21/2011	
Employee 241	Male	5/21/1968	Patrol Officer	53339.6204	4/26/1998	
Employee 242	Female	11/23/1951	Dispatcher	43209.3057	2/26/2007	
Employee 243	Female	1/17/1959	Fire Records Administrator	47455.0435	12/2/1991	yes
Employee 244	Male	8/15/1985	Firefighter	31389.1638	10/28/2014	yes
Employee 245	Male	12/9/1950	Patrol Officer	54406.4128	1/2/2002	yes
Employee 246	Male	3/17/1981	Sign Technician	27810.0000	12/17/2012	yes
Employee 247	Male	3/6/1980	Police Detective	59863.1739	9/3/2003	
Employee 248	Female	11/16/1971	Patrol Officer	40024.8398	7/9/2012	yes
Employee 249	Male	8/25/1980	Patrol Officer	48115.6608	5/12/2008	
Employee 250	Male	10/6/1956	City Administrator	140398.8830	10/30/1995	yes
Employee 251	Male	10/5/1961	Sanitation Worker	33793.1879	5/27/1998	
Employee 252	Male	12/27/1978	Patrol Officer	52532.6785	10/29/2007	yes
Employee 253	Male	8/17/1988	Firefighter	34528.0802	5/21/2013	yes
Employee 254	Male	11/27/1972	Police Captain	78240.4135	7/25/1995	
Employee 255	Male	3/1/1984	Maintenance Worker	21517.7874	12/8/2014	yes
Employee 256	Female	11/30/1955	Human Resources Technician	37985.6721	3/15/2004	yes
Employee 257	Male	3/6/1990	Patrol Officer	33078.3800	12/29/2014	
Employee 258	Male	6/9/1966	Technical Production Manager	53272.7164	4/1/1990	
Employee 259	Male	2/21/1957	Building Maintenance Worker	28837.7500	1/7/2013	
Employee 260	Male	10/14/1971	Network Administrator, Sr.	58000.0000	9/12/2005	
Employee 261	Male	6/23/1988	Maintenance Worker	21948.1431	8/19/2013	
Employee 262	Male	1/6/1958	Equipment Operator	33298.5058	4/11/2005	yes
Employee 263	Male	6/25/1966	Maintenance Worker, Sr.	23615.9751	10/7/2013	yes
Employee 264	Male	11/13/1964	Equipment Operator	30397.7844	4/27/2009	
Employee 265	Female	4/10/1981	Deputy Court Clerk, Sr.	29978.8200	12/8/2014	yes
Employee 266	Male	6/17/1977	Crew Supervisor	49973.4383	1/27/1998	
Employee 267	Male	2/3/1964	Water Treatment Manager	64423.5399	5/24/1999	yes
Employee 268	Male	1/12/1966	Equipment Maintenance Mgr.	69525.0000	12/2/2013	yes
Employee 269	Male	6/17/1958	Police Detective	59863.1739	12/18/2000	yes
Employee 270	Male	9/19/1950	Patrol Officer	54056.3826	7/12/2004	yes
Employee 271	Female	7/26/1966	Administrative Specialist	30900.0000	6/10/2013	yes
Employee 272	Male	7/26/1958	Engineering Inspector	49331.8500	1/28/2013	yes
Employee 273	Male	3/14/1955	Codes Compliance Officer	27159.1626	1/26/2015	
Employee 274	Male	9/11/1963	Fire Driver/paramedic	68313.2978	2/13/1995	
Employee 275	Male	4/29/1965	Fire Lieutenant/paramedic	71714.2530	11/1/1986	yes
Employee 276	Male	10/14/1982	Patrol Officer	42826.5786	9/6/2011	
Employee 277	Female	10/12/1948	Administrative Specialist	28365.7560	6/25/2007	
Employee 278	Male	7/1/1962	Patrol Officer	53243.8485	11/1/2004	
Employee 279	Male	8/23/1987	Ff/paramedic	37029.5088	4/21/2013	
Employee 280	Male	8/6/1954	Fire Battalion Chief	80779.9996	1/2/1975	

Employee 281	Male	2/20/1956	Senior Civil Engineer	77740.4050	9/5/1995	yes
Employee 282	Male	7/31/1984	Plans Examiner	35236.1470	9/9/2013	
Employee 283	Female	5/17/1961	Administrative Specialist, Sr.	39703.3373	11/1/2000	yes
Employee 284	Male	10/5/1990	Patrol Officer	36386.2180	5/13/2013	
Employee 285	Male	3/31/1970	Distribution/collection Manager	61902.9846	2/22/2010	yes
Employee 286	Female	6/14/1961	Events Coordinator	50647.8965	7/9/2007	
Employee 287	Male	6/27/1971	Police Captain	75621.2076	3/1/1996	
Employee 288	Male	9/7/1975	Equipment Operator, Sr.	36782.9550	3/4/2002	
Employee 289	Male	2/19/1965	Sanitation Worker	34469.0517	8/18/1994	
Employee 290	Male	9/14/1949	Equipment Operator, Sr.	36593.4005	4/29/1998	
Employee 291	Male	6/23/1983	Patrol Officer	50343.3874	9/1/2005	
Employee 292	Female	2/27/1962	Deputy Court Clerk	26319.3840	12/16/2013	yes
Employee 293	Female	10/7/1988	Collections & Spec. Proj. Coor	25747.7886	5/27/2014	
Employee 294	Female	3/5/1947	Administrative Supervisor	45881.9555	3/6/1985	yes
Employee 295	Male	6/16/1980	Custodian	21987.0227	4/11/2013	yes
Employee 296	Female	5/9/1984	Dispatcher	41856.1454	1/11/2006	
Employee 297	Male	12/29/1959	Equipment Operator	28392.0000	10/6/2014	
Employee 298	Male	4/7/1957	Development Technician	35019.4928	3/25/2013	
Employee 299	Male	4/6/1984	Network Administrator	43043.8335	4/21/2008	
Employee 300	Male	4/5/1961	Sanitation Worker	33793.1879	4/28/1992	yes
Employee 301	Male	3/19/1956	Director, Public Utilities	105248.9307	8/18/1997	yes
Employee 302	Male	9/1/1978	Police Lieutenant	63472.5712	1/5/2004	
Employee 303	Male	4/25/1952	Building Inspector	42751.4457	5/2/2005	
Employee 304	Female	5/3/1965	Records Clerk	22928.1312	6/2/2014	yes
Employee 305	Male	2/22/1970	Sanitation Worker	20919.7844	11/19/2012	
Employee 306	Male	4/5/1978	Irrigation Technician	34918.4686	1/16/2001	
Employee 307	Male	5/9/1966	Fire Driver/paramedic	68313.2978	11/17/1993	yes
Employee 308	Male	1/5/1979	Maintenance Worker	34830.2799	2/15/1999	
Employee 309	Female	9/21/1974	Customer Service Clerk, Senior	32188.6929	8/6/2001	yes
Employee 310	Female	3/1/1983	Patrol Officer	48115.6608	3/17/2008	
Employee 311	Male	6/22/1963	Building Official	79567.5000	11/12/2012	yes
Employee 312	Male	11/5/1952	Accounting Supervisor	77329.1447	7/18/1994	yes
Employee 313	Male	12/1/1989	Jailer	24337.4448	10/13/2014	yes
Employee 314	Male	4/12/1966	Town Engineer	95481.0000	2/13/2006	yes
Employee 315	Male	10/30/1953	Director, Parks & Recreation &	116585.7460	4/24/1995	yes
Employee 316	Male	6/17/1974	Crew Supervisor, Sr.	51581.2258	8/1/1992	
Employee 317	Male	1/17/1970	It Project Manager	74267.4639	9/7/1999	
Employee 318	Female	2/27/1950	Accounting Technician	44815.9943	12/10/2001	
Employee 319	Male	9/28/1968	Equipment Operator, Sr.	42800.9472	3/5/2001	
Employee 320	Male	11/10/1982	Patrol Officer	48115.6608	12/15/2008	
Employee 321	Female	9/26/1985	Office Assistant	24637.6000	1/27/2014	

Employee 322	Male	1/31/1984	Patrol Officer	48115.6610	2/20/2009	
Employee 323	Male	6/6/1991	Patrol Officer	33078.3800	3/2/2015	
Employee 324	Male	11/1/1979	Fire Lieutenant/paramedic	69509.4689	10/5/2001	
Employee 325	Male	5/1/1985	Heavy Equipment Operator	29139.8457	5/2/2011	
Employee 326	Female	2/10/1971	Dispatcher	38767.1718	10/12/2009	yes
Employee 327	Male	4/13/1956	Fire Lieutenant	68313.2978	5/15/1986	
Employee 328	Female	11/16/1975	Administrative Specialist, Sr.	36420.8000	1/22/2014	yes
Employee 329	Male	1/30/1982	Patrol Officer	51853.6880	2/28/2005	
Employee 330	Female	10/16/1964	Administrative Specialist	35425.0411	5/18/1998	
Employee 331	Male	5/13/1981	Patrol Officer	36386.2180	12/16/2013	yes
Employee 332	Male	3/22/1982	Patrol Officer	48115.6608	11/30/2009	
Employee 333	Male	8/10/1969	Maintenance Worker	22163.3210	7/22/2013	yes
Employee 334	Male	7/23/1960	Fire Battalion Chief	76038.2007	7/10/1989	yes
Employee 335	Male	3/26/1968	Maintenance Worker, Sr.	30413.8812	10/18/2010	yes
Employee 336	Male	3/2/1976	Development Technician	36255.4928	9/24/2007	
Employee 337	Male	12/26/1979	Mechanic	39889.8400	8/29/2011	
Employee 338	Male	7/27/1971	Police Detective	61060.4374	4/1/1997	yes
Employee 339	Female	10/13/1986	Administrative Specialist	25334.4000	4/28/2014	yes
Employee 340	Male	8/1/1970	Police Detective	57126.7334	8/31/1998	yes
Employee 341	Male	8/14/1961	Fire Driver/engineer	56115.8874	10/3/2001	yes
Employee 342	Male	5/12/1961	Utility Maintenance Specialist	32140.9919	8/15/2005	yes
Employee 343	Female	12/3/1953	Jailer	33085.1741	9/13/2010	
Employee 344	Female	6/21/1951	Contract Specialist	45865.3011	4/21/2008	yes
Employee 345	Male	2/24/1981	Sanitation Worker	23079.6669	6/20/2011	yes
Employee 346	Male	3/19/1984	Patrol Officer	51853.6880	2/28/2005	
Employee 347	Female	6/10/1962	Customer Service Clerk	31857.7948	1/17/2006	
Employee 348	Male	4/3/1981	Police Lieutenant	65371.1993	6/18/2003	yes
Employee 349	Male	5/14/1965	Crew Leader	43505.1498	9/29/1997	
Employee 350	Male	1/9/1987	Crew Supervisor, Sr.	34796.9976	3/26/2007	yes
Employee 351	Male	6/27/1974	Engineering Project Manager	46439.1015	9/14/2009	
Employee 352	Male	3/10/1957	Fire Lieutenant	68313.2978	1/15/1981	
Employee 353	Male	5/24/1986	Maintenance Worker, Sr.	27040.0000	10/20/2014	
Employee 354	Male	3/2/1973	Fire Lieutenant/paramedic	73148.5381	1/17/1995	yes
Employee 355	Female	12/2/1970	Patrol Officer	54406.4128	9/16/1996	
Employee 356	Female	4/29/1963	Administrative Supervisor	42339.6435	6/23/2008	
Employee 357	Male	4/19/1966	Fire Driver/paramedic	68313.2978	1/18/2000	yes
Employee 358	Male	6/25/1962	Equipment Operator, Sr.	44138.3143	8/25/1997	
Employee 359	Male	6/30/1983	Patrol Officer	40024.8398	12/10/2012	yes
Employee 360	Female	9/14/1969	Customer Service Clerk	30461.9996	10/23/2006	
Employee 361	Male	12/31/1983	Ff/paramedic	47942.1049	10/13/2008	
Employee 362	Male	2/13/1978	Heavy Equipment Operator	31897.5305	7/16/2007	yes

Employee 363	Male	4/5/1968	Mechanic	36325.2160	9/17/2012	
Employee 364	Female	9/14/1969	Administrative Specialist	40122.1503	9/29/1993	
Employee 365	Male	12/27/1977	Police Detective	59116.1135	2/3/2003	
Employee 366	Male	8/2/1976	Ff/paramedic	52494.1418	11/12/2007	yes
Employee 367	Male	8/26/1962	Crew Leader	32720.7419	4/28/2008	
Employee 368	Male	7/22/1937	Codes Compliance Officer	28813.1376	9/10/2012	yes
Employee 369	Female	11/20/1965	Accounting Technician	34173.2864	11/27/2006	yes
Employee 370	Female	9/21/1942	Budget Officer	83240.4755	3/23/1995	
Employee 371	Male	1/4/1988	Maintenance Worker	24324.4544	10/29/2012	
Employee 372	Male	3/28/1972	Equipment Operator, Sr.	39821.5322	9/3/2002	yes
Employee 373	Male	11/16/1971	Ff/paramedic	62233.3897	3/21/2004	yes
Employee 374	Male	10/17/1982	Patrol Officer	51002.6005	9/15/2008	yes
Employee 375	Male	5/14/1974	Fire Lieutenant/paramedic	73148.5381	3/15/1997	yes
Employee 376	Male	3/1/1968	Patrol Officer	54218.2802	3/3/2003	yes
Employee 377	Female	8/12/1976	Ff/paramedic	63478.0575	10/3/2001	
Employee 378	Male	2/9/1991	Gis Technician	39500.0000	1/5/2015	
Employee 379	Male	1/2/1980	Ff/paramedic	63478.0575	10/3/2001	yes
Employee 380	Male	4/29/1983	Patrol Officer	48115.6608	1/25/2010	yes
Employee 381	Male	6/15/1977	Patrol Officer	52816.6829	8/12/2002	yes
Employee 382	Female	1/31/1962	Budget Analyst	46886.2550	8/23/2004	yes
Employee 383	Male	6/16/1977	Ff/paramedic	58274.7574	2/9/2004	
Employee 384	Male	4/24/1979	Maintenance Worker	22384.9540	8/13/2012	yes
Employee 385	Female	2/14/1965	Records Clerk	24324.4544	10/1/2012	
Employee 386	Male	7/12/1971	Crew Leader	35813.8863	10/22/2001	yes
Employee 387	Male	7/9/1950	Plans Examiner, Senior	62789.5236	1/31/2000	
Employee 388	Male	7/2/1953	Building Inspector	56226.4150	5/15/1981	
Employee 389	Male	12/13/1966	Equipment Operator, Sr.	44138.3143	4/28/1997	
Employee 390	Male	6/16/1964	Maintenance Worker	28143.2384	3/28/2005	
Employee 391	Male	4/27/1972	Fire Lieutenant	66973.8214	1/17/1995	yes
Employee 392	Male	9/28/1970	Maintenance Worker	22163.3210	11/11/2013	
Employee 393	Male	7/30/1981	Asst. Town Administrator	77250.0000	8/9/2010	
Employee 394	Male	9/20/1955	Deputy Fire Marshal	75564.9403	4/1/1984	yes
Employee 395	Male	1/31/1950	Building Inspector	51576.0695	6/18/2001	yes
Employee 396	Female	5/16/1972	Accounting Technician	32600.0000	10/4/2011	yes
Employee 397	Male	2/10/1964	Maintenance Worker	21517.7874	9/8/2014	yes
Employee 398	Male	6/25/1971	Patrol Officer	54406.4128	12/16/1999	yes
Employee 399	Female	2/21/1964	Patrol Officer	54406.4128	3/1/1993	
Employee 400	Male	8/20/1989	Maintenance Worker	21517.7874	5/12/2014	
Employee 401	Male	4/15/1963	Building Inspector	37809.8310	9/19/2011	yes
Employee 402	Male	2/24/1956	Utility Maintenance Specialist	43942.3156	10/11/1995	yes
Employee 403	Male	8/16/1979	Crew Supervisor, Sr.	37343.1576	4/24/2000	

Employee 404	Male	5/11/1966	Asst. Chief Of Oper./admin.	95014.1388	6/1/1989	yes
Employee 405	Male	3/16/1955	Sanitation Worker	33793.1879	5/26/1999	yes
Employee 406	Male	2/14/1983	Jailer	34739.0045	7/14/2008	yes
Employee 407	Male	1/9/1969	Police Lieutenant	70730.9180	2/16/1995	
Employee 408	Male	5/9/1966	Equipment Operator	40371.6462	9/21/1999	
Employee 409	Male	3/17/1963	Fire Lieutenant/paramedic	71714.2530	2/9/1993	yes
Employee 410	Male	11/2/1977	Patrol Officer	49559.1308	3/5/2007	
Employee 411	Male	5/31/1970	Equipment Operator	25554.3170	6/9/2014	
Employee 412	Male	5/23/1987	Patrol Officer	42826.5786	10/4/2010	
Employee 413	Male	8/7/1959	Crew Leader	44626.9350	4/24/1995	
Employee 414	Male	1/28/1963	Fire Lieutenant	66973.8214	10/1/1985	yes
Employee 415	Female	12/4/1987	Jailer	29448.3081	10/1/2012	
Employee 416	Male	10/19/1966	Utility Maintenance Specialist	40466.0183	10/27/1997	yes
Employee 417	Male	10/20/1976	Deputy Town Engineer	75421.4709	7/19/2010	
Employee 418	Male	8/1/1969	Mechanic	36335.8250	11/19/2012	yes
Employee 419	Male	12/29/1973	Police Lieutenant	65371.1993	4/17/2006	
Employee 420	Male	1/19/1956	Manager, Cultural Arts	60659.1125	2/1/1995	
Employee 421	Female	9/20/1956	Accounting Supervisor	64255.7494	5/16/2011	yes
Employee 422	Male	7/17/1973	Maintenance Worker, Sr.	24569.2875	5/1/2012	yes
Employee 423	Male	4/3/1963	Crew Leader	38980.8089	5/20/1998	yes
Employee 424	Male	8/19/1982	Police Detective	59863.1739	8/29/2005	
Employee 425	Male	6/17/1970	Fire Driver/engineer	62233.3897	1/17/1995	
Employee 426	Female	3/8/1989	Dispatcher	35162.9677	10/17/2011	
Employee 427	Male	9/14/1986	Patrol Officer	48115.6611	8/4/2008	
Employee 428	Male	8/23/1981	Patrol Officer	48115.6608	5/12/2008	
Employee 429	Male	9/22/1970	Ff/paramedic	47942.1049	10/12/2008	yes
Employee 430	Female	12/22/1966	Administrative Specialist	29078.4000	5/19/2014	yes
Employee 431	Male	6/19/1982	Crew Leader	36686.6206	8/9/2000	
Employee 432	Male	7/28/1986	Patrol Officer	48115.6608	7/30/2003	
Employee 433	Male	2/10/1977	Crew Leader	38609.0051	7/19/2004	yes
Employee 434	Female	7/4/1955	Administrative Specialist, Sr.	41974.7501	4/14/1997	
Employee 435	Male	3/22/1971	Firefighter	53808.7950	10/3/2001	
Employee 436	Male	2/10/1985	Maintenance Worker, Sr.	27516.8281	4/2/2007	
Employee 437	Male	1/13/1991	Dispatcher	32862.5867	4/16/2012	
Employee 438	Male	2/4/1985	Equipment Operator	29152.5432	4/23/2012	yes
Employee 439	Male	5/30/1967	Maintenance Worker, Sr.	29625.7762	1/9/2006	
Employee 440	Male	1/15/1971	Maintenance Worker	26287.5094	2/4/2008	
Employee 441	Male	10/8/1986	Patrol Officer	36386.2180	12/16/2013	
Employee 442	Male	1/7/1971	Police Captain	72118.5751	12/5/1994	yes
Employee 443	Male	10/21/1970	Sanitation Manager	55166.8000	10/20/1994	yes
Employee 444	Female	8/17/1957	Administrative Specialist, Sr.	40170.0000	12/9/2013	

Employee 445	Male	7/7/1955	Maintenance Worker, Sr.	33673.1984	12/2/2002	
Employee 446	Female	10/16/1954	Animal Services Director	62233.3897	3/29/2004	yes
Employee 447	Male	10/22/1972	Maintenance Worker	25315.8539	5/12/2008	
Employee 448	Male	4/10/1978	Manager, Park Maintenance	70019.4000	8/15/2012	
Employee 449	Female	12/29/1967	Administrative Supervisor	51391.1748	4/5/1995	yes
Employee 450	Male	5/27/1963	Fire Safety Inspector	56226.4150	1/3/2000	yes
Employee 451	Female	4/19/1960	Office Assistant	21852.4800	9/4/2012	yes
Employee 452	Female	3/1/1981	Patrol Officer	40024.8398	3/7/2011	yes
Employee 453	Male	6/29/1955	Equipment Operator, Sr.	36778.6681	1/20/2004	yes
Employee 454	Male	10/29/1963	Maintenance Worker, Sr.	34408.3405	9/13/2000	yes
Employee 455	Male	12/16/1959	Police Lieutenant	70730.9180	12/1/1992	
Employee 456	Male	6/12/1991	Maintenance Worker	24101.3006	9/19/2011	
Employee 457	Male	9/13/1970	Police Lieutenant	65371.1993	9/11/1995	
Employee 458	Female	10/28/1960	Dispatcher	34505.7149	4/2/2012	
Employee 459	Male	4/17/1990	Patrol Officer	40024.8398	2/25/2013	yes
Employee 460*	Male	1/7/1947	Judge	58000.0000	11/16/1983	yes
Employee 461*	Male	2/26/1950	Mayor	15000.0000	6/29/1999	
Employee 462*	Female	5/30/1963	Alderman/Vice Mayor	5400.0000	6/30/2003	
Employee 463*	Male	5/9/1957	Alderman	4800.0000	12/3/2012	
Employee 464*	Male	6/17/1970	Alderman	4800.0000	11/22/2010	yes
Employee 465*	Male	9/22/1935	Alderman	4800.0000	11/20/2006	yes
Employee 466*	Male	4/23/1963	Alderman	4800.0000	2/12/2015	
*life only						

Town of Collierville Employees Not At Work As of 4-9-15			
Employee	Date Last Worked	Type of Leave	Anticipated Return Date
Employee 1	1/9/2015	LOA	unknown
Employee 2	1/22/2015	FMLA	4/20/2015
Employee 3	2/24/2015	FMLA	4/20/2015
Employee 4	3/17/2015	FMLA	4/24/2015

LTD EXPERIENCE REPORT

TOWN OF COLLIERVILLE

TOWNCOLL

01-0105094

PERIOD 8

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2008-07	\$4,984.14	\$0.00	\$0.00	1,550,248	448
2008-08	\$4,030.03	\$9,014.17	\$0.00	1,427,292	448
2008-09	\$4,379.02	\$0.00	\$0.00	1,412,587	411
2008-10	\$4,383.82	\$8,762.84	\$0.00	1,414,135	409
2008-11	\$6,673.88	\$6,673.88	\$0.00	2,152,863	412
2008-12	\$4,793.85	\$4,793.85	\$0.00	1,546,402	412
	\$29,244.74	\$29,244.74	\$0.00	1,583,921	423

Paid Claims / Paid Premium = 0.00%

Paid Claims / Billed Premium = 0.00%

PERIOD 7

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2009-01	\$4,590.58	\$4,590.58	\$0.00	1,499,444	412
2009-02	\$4,548.74	\$4,548.74	\$1,986.31	1,467,336	414
2009-03	\$4,623.79	\$4,623.79	\$419.15	1,467,336	414
2009-04	\$4,412.20	\$4,412.20	\$0.00	1,426,290	413
2009-05	\$4,609.05	\$4,609.05	\$0.00	1,486,791	418
2009-06	\$6,732.79	\$6,732.79	\$0.00	2,171,867	417
2009-07	\$4,686.67	\$4,686.67	\$0.00	1,511,827	428
2009-08	\$4,594.97	\$4,594.97	\$0.00	1,492,246	425
2009-09	\$4,607.16	\$4,607.16	\$0.00	1,492,246	430
2009-10	\$4,601.29	\$4,601.29	\$0.00	1,484,288	430
2009-11	\$6,869.36	\$6,869.36	\$400.00	2,215,922	427
2009-12	\$4,960.79	\$4,960.79	\$282.38	1,600,255	424
	\$59,837.39	\$59,837.39	\$3,087.84	1,609,654	421

Paid Claims / Paid Premium = 5.16%

Paid Claims / Billed Premium = 5.16%

PERIOD 6

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2010-01	\$4,895.53	\$4,895.53	\$100.00	1,579,204	421
2010-02	\$4,555.59	\$4,555.59	\$100.00	1,469,546	419
2010-03	\$4,559.82	\$4,559.82	\$100.00	1,470,908	418
2010-04	\$4,455.03	\$4,455.03	\$100.00	1,437,105	417
2010-05	\$6,884.80	\$6,884.80	\$1,333.18	2,220,903	418
2010-06	\$4,622.74	\$4,622.74	\$1,333.18	2,220,903	419
2010-07	\$4,421.67	\$4,421.67	\$3,395.58	1,426,345	412
2010-08	\$4,973.69	\$4,973.69	\$1,333.18	1,604,415	410

PERIOD 6

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2010-09	\$4,400.18	\$4,400.18	\$4,976.75	1,419,417	413
2010-10	\$4,466.23	\$4,466.23	\$1,333.18	1,440,719	414
2010-11	\$6,682.06	\$6,682.06	\$274.80	2,155,503	418
2010-12	\$4,873.09	\$4,873.09	\$100.00	1,571,964	418
	\$59,790.43	\$59,790.43	\$14,479.85	1,668,078	416

Paid Claims / Paid Premium = 24.22%

Paid Claims / Billed Premium = 24.22%

PERIOD 5

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2011-01	\$4,641.45	\$4,641.45	\$100.00	1,497,240	413
2011-02	\$4,524.71	\$4,524.71	\$100.00	1,459,584	413
2011-03	\$4,476.73	\$4,476.73	\$0.00	1,444,107	413
2011-04	\$4,441.24	\$4,441.24	\$0.00	1,432,658	414
2011-05	\$6,838.27	\$6,838.27	(\$4,280.40)	2,205,895	416
2011-06	\$4,579.50	\$4,579.50	\$100.00	1,477,256	416
2011-07	\$4,330.64	\$4,330.64	\$307.65	1,443,546	416
2011-08	\$4,284.17	\$4,284.17	\$100.00	1,428,057	409
2011-09	\$4,223.13	\$4,223.13	\$100.00	1,407,710	411
2011-10	\$6,437.96	\$6,437.96	\$100.00	2,145,986	407
2011-11	\$4,301.82	\$4,301.82	\$800.00	1,433,939	407
2011-12	\$4,697.15	\$4,697.15	\$1,917.93	1,567,115	407
	\$57,776.77	\$57,776.77	(\$654.82)	1,578,591	412

Paid Claims / Paid Premium = -1.13%

Paid Claims / Billed Premium = -1.13%

PERIOD 4

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2012-01	\$4,555.03	\$4,555.03	\$2,241.52	1,518,342	407
2012-02	\$4,421.15	\$4,421.15	\$2,241.52	1,473,717	405
2012-03	\$4,376.11	\$4,376.11	\$2,141.52	1,458,704	407
2012-04	\$6,564.96	\$6,564.96	\$1,712.25	2,188,319	411
2012-05	\$4,465.39	\$4,465.39	\$9,808.93	1,488,461	414
2012-06	\$4,549.34	\$4,549.34	\$100.00	1,516,447	412
2012-07	\$4,478.27	\$4,478.27	\$100.00	1,492,756	411
2012-08	\$4,622.96	\$4,622.96	\$100.00	1,540,986	411
2012-09	\$6,675.78	\$6,675.78	\$100.00	2,225,258	412
2012-10	\$4,419.34	\$4,419.34	\$100.00	1,473,113	402
2012-11	\$4,416.71	\$4,416.71	\$100.00	1,472,235	406
2012-12	\$4,891.15	\$4,891.15	\$100.00	1,630,384	406

PERIOD 4

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
	\$58,436.19	\$58,436.19	\$18,845.74	1,623,227	409
	Paid Claims / Paid Premium = 32.25%				
	Paid Claims / Billed Premium = 32.25%				

PERIOD 3

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2013-01	\$4,613.70	\$4,613.70	\$100.00	1,537,900	405
2013-02	\$4,523.09	\$4,523.09	\$100.00	1,507,695	405
2013-03	\$4,488.64	\$4,488.64	\$100.00	1,496,212	409
2013-04	\$6,698.08	\$6,698.08	\$100.00	2,230,693	411
2013-05	\$4,562.27	\$4,562.27	\$100.00	1,520,758	412
2013-06	\$4,801.93	\$4,801.93	\$100.00	1,600,644	416
2013-07	\$4,615.62	\$4,615.62	\$100.00	1,538,541	416
2013-08	\$4,667.70	\$4,667.70	\$1,798.32	1,555,899	419
2013-09	\$6,915.78	\$6,915.78	\$1,798.32	2,305,259	418
2013-10	\$4,628.27	\$4,628.27	\$1,798.32	1,542,957	419
2013-11	\$4,630.86	\$4,630.86	\$1,798.32	1,543,620	418
2013-12	\$5,092.87	\$5,092.87	\$1,798.32	1,697,623	420
	\$60,238.81	\$60,238.81	\$9,691.60	1,673,150	414
	Paid Claims / Paid Premium = 16.09%				
	Paid Claims / Billed Premium = 16.09%				

PERIOD 2

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2014-01	\$4,873.97	\$4,873.97	\$1,798.32	1,624,656	421
2014-02	\$7,238.37	\$7,238.37	\$211.32	2,412,789	423
2014-03	\$4,726.43	\$4,726.43	\$161.32	1,575,477	424
2014-04	\$4,703.14	\$4,703.14	\$161.32	1,567,714	424
2014-05	\$4,816.30	\$4,816.30	\$100.00	1,605,431	426
2014-06	\$4,754.03	\$4,754.03	\$947.14	1,584,677	426
2014-07	\$4,940.84	\$4,940.84	\$100.00	1,646,946	428
2014-08	\$4,889.70	\$4,889.70	\$100.00	1,629,900	430
2014-09	\$7,402.99	\$7,402.99	\$100.00	2,467,662	426
2014-10	\$4,964.16	\$4,964.16	\$100.00	1,601,342	425
2014-11	\$4,861.47	\$4,861.47	\$100.00	1,620,488	429
2014-12	\$5,380.50	\$5,380.50	\$100.00	1,793,501	433
	\$63,551.90	\$63,551.90	\$3,979.42	1,760,882	426
	Paid Claims / Paid Premium = 6.26%				
	Paid Claims / Billed Premium = 6.26%				

PERIOD 1

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2015-01	\$5,244.94	\$5,244.94	\$100.00	1,748,312	436
2015-02	\$7,617.76	\$7,617.76	\$100.00	2,539,254	438
	\$12,862.70	\$12,862.70	\$200.00	2,143,783	437

Paid Claims / Paid Premium = 1.55%

Paid Claims / Billed Premium = 1.55%

Grand Totals for 2008-07 thru 2015-02

Billed Premium	Paid Premium	Paid Claims	Volume	Lives
\$401,738.93	\$401,738.93	\$49,629.63	1,659,426	417

Paid Claims / Paid Premium = 12.35%

Paid Claims / Billed Premium = 12.35%

Claims Detail

Inc Period	Status	GENDER	YOB	Inc Date	Periodic Rate	Reserve
2	REOPENED	M	1966	8/15/2014	\$100.00	\$110,614.00
TOTAL RESERVES						\$110,614.00
3	CLOSED	M	1948	4/9/2013	\$0.00	\$0.00
TOTAL RESERVES						\$0.00
5	CLOSED	M	1940	8/27/2011	\$1,386.99	\$0.00
	CLOSED	M	1964	4/8/2011	\$1,245.92	\$0.00
	CLOSED	M	1953	1/14/2011	\$100.00	\$0.00
TOTAL RESERVES						\$0.00
6	CLOSED	M	1983	4/5/2010	\$2,062.40	\$0.00
TOTAL RESERVES						\$0.00
7	CLOSED	M	1975	7/28/2009	\$1,190.51	\$0.00
	AUTO	M	1950	4/15/2009	\$100.00	\$1,832.00
TOTAL RESERVES						\$1,832.00
8	CLOSED	M	1955	8/30/2008	\$1,397.16	\$0.00
TOTAL RESERVES						\$0.00
TOTAL RESERVES FOR ALL INCURRED PERIODS						\$112,446.00

******THIS CLAIM LISTING DOES NOT INCLUDE ANY CLAIMS INCURRED PRIOR TO Jan 2008**

GROUP LEVEL EXPERIENCE

Town of Collierville

TOWNCOLL

01-0105093-00000

Life

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2008-07	\$9,328.93	\$0.00	\$0.00	74,400,000	448
2008-08	\$8,199.62	\$0.00	\$0.00	74,542,000	447
2008-09	\$7,850.03	\$0.00	\$0.00	71,363,950	450
2008-10	\$8,306.65	\$25,378.58	\$0.00	75,515,000	450
2008-11	\$8,373.97	\$8,306.65	\$0.00	76,127,000	452
2008-12	\$8,295.32	\$8,373.97	\$287,500.00	76,127,000	452
	\$50,354.52	\$42,059.20	\$287,500.00	74,679,158	450
			Paid Claims / Paid Premium = 683.56%		
			Paid Claims / Billed Premium = 570.95%		
2009-01	\$8,468.24	\$8,295.32	\$53,500.00	76,984,000	456
2009-02	\$8,614.54	\$8,468.24	\$0.00	78,314,000	462
2009-03	\$8,647.65	\$8,614.54	\$0.00	78,615,000	463
2009-04	\$8,527.64	\$8,647.65	\$0.00	77,524,000	456
2009-05	\$8,555.25	\$8,527.64	\$0.00	77,775,000	455
2009-06	\$8,553.60	\$8,555.25	\$0.00	77,760,000	455
2009-07	\$8,525.13	\$8,553.60	\$0.00	77,760,000	455
2009-08	\$8,418.64	\$8,525.13	\$0.00	76,588,000	447
2009-09	\$8,385.12	\$8,418.64	\$0.00	76,588,000	447
2009-10	\$8,405.76	\$8,385.12	\$0.00	76,416,000	446
2009-11	\$8,373.31	\$8,405.76	\$0.00	76,416,000	446
2009-12	\$8,341.30	\$8,373.31	\$0.00	75,830,000	444
	\$101,816.18	\$101,770.20	\$53,500.00	77,214,167	453
			Paid Claims / Paid Premium = 52.57%		
			Paid Claims / Billed Premium = 52.55%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2010-01	\$8,144.62	\$8,341.30	\$0.00	74,042,000	440
2010-02	\$8,305.00	\$0.00	\$0.00	75,500,000	443
2010-03	\$8,308.63	\$8,144.62	\$108,000.00	75,533,000	442
2010-04	\$8,308.63	\$8,305.00	\$0.00	75,533,000	442
2010-05	\$8,311.60	\$8,308.63	\$0.00	75,560,000	445
2010-06	\$8,323.47	\$16,620.23	\$0.00	75,667,000	446
2010-07	\$8,212.60	\$8,323.47	\$0.00	74,660,000	441
2010-08	\$8,208.20	\$8,212.60	\$0.00	74,620,000	438
2010-09	\$8,202.87	\$8,208.20	\$0.00	74,620,000	438
2010-10	\$8,240.87	\$8,202.87	\$0.00	74,917,000	437
2010-11	\$8,267.71	\$8,240.87	\$0.00	75,161,000	440
2010-12	\$8,222.50	\$8,267.71	\$0.00	74,750,000	437
	\$99,056.70	\$99,175.50	\$108,000.00	75,046,917	441
			Paid Claims / Paid Premium = 108.90%		
			Paid Claims / Billed Premium = 109.03%		
2011-01	\$8,139.56	\$8,222.50	\$0.00	73,996,000	432
2011-02	\$8,131.09	\$8,139.56	\$0.00	73,919,000	431
2011-03	\$8,189.28	\$8,131.09	\$0.00	74,448,000	434
2011-04	\$8,219.64	\$8,189.28	\$0.00	74,724,000	435
2011-05	\$8,193.68	\$8,219.64	\$0.00	74,488,000	435
2011-06	\$8,203.25	\$8,193.68	\$0.00	74,575,000	435
2011-07	\$9,414.70	\$8,203.25	\$0.00	74,707,000	435
2011-08	\$9,320.95	\$9,414.70	\$0.00	73,963,000	430
2011-09	\$9,393.52	\$9,320.95	\$0.00	74,539,000	430
2011-10	\$9,422.49	\$9,393.52	\$0.00	74,769,000	430
2011-11	\$9,425.68	\$9,422.49	\$0.00	74,794,000	433
2011-12	\$9,419.21	\$9,425.68	\$0.00	74,743,000	429
	\$105,473.05	\$104,276.34	\$0.00	74,472,083	432
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2012-01	\$9,464.18	\$9,419.21	\$0.00	74,743,000	429
2012-02	\$9,437.73	\$9,464.18	\$0.00	74,890,000	428
2012-03	\$9,500.97	\$9,437.73	\$0.00	75,392,000	430
2012-04	\$9,553.15	\$9,500.97	\$0.00	75,806,000	431
2012-05	\$9,609.73	\$9,553.15	\$0.00	76,255,000	434
2012-06	\$9,612.62	\$9,609.73	\$0.00	76,278,000	433
2012-07	\$9,556.30	\$9,612.62	\$0.00	75,831,000	432
2012-08	\$9,689.50	\$9,556.30	\$0.00	76,888,000	435
2012-09	\$9,762.57	\$9,689.50	\$0.00	76,888,000	435
2012-10	\$9,652.74	\$9,762.57	\$0.00	76,596,000	430
2012-11	\$9,762.28	\$9,652.74	\$0.00	76,596,000	430
2012-12	\$9,852.27	\$9,762.28	\$0.00	76,596,000	430
	\$115,454.04	\$115,020.98	\$0.00	76,063,250	431
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		
2013-01	\$9,849.69	\$9,852.27	\$0.00	76,596,000	430
2013-02	\$9,848.67	\$9,849.69	\$0.00	78,150,000	441
2013-03	\$9,932.88	\$9,848.67	\$0.00	78,818,000	443
2013-04	\$9,990.00	\$9,932.88	\$0.00	79,274,000	447
2013-05	\$9,975.78	\$9,990.00	\$0.00	79,158,400	446
2013-06	\$10,034.72	\$9,975.78	\$0.00	79,626,000	450
2013-07	\$10,084.70	\$10,034.72	\$0.00	80,023,000	449
2013-08	\$10,191.11	\$10,084.70	\$0.00	80,867,000	455
2013-09	\$10,135.92	\$10,191.11	\$0.00	80,429,000	452
2013-10	\$10,122.71	\$10,135.92	\$0.00	80,324,000	450
2013-11	\$10,139.97	\$10,122.71	\$96,000.00	80,461,000	451
2013-12	\$10,168.86	\$10,139.97	\$0.00	80,690,000	453
	\$120,475.01	\$120,158.42	\$96,000.00	79,534,700	447
			Paid Claims / Paid Premium = 79.89%		
			Paid Claims / Billed Premium = 79.68%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2014-01	\$10,350.07	\$10,168.86	\$0.00	82,128,000	456
2014-02	\$10,428.48	\$10,350.07	\$0.00	80,690,000	453
2014-03	\$10,545.99	\$10,428.48	\$0.00	83,683,000	457
2014-04	\$10,869.74	\$0.00	\$0.00	86,252,000	456
2014-05	\$11,187.58	\$21,415.73	\$0.00	88,774,000	473
2014-06	\$11,429.55	\$11,187.58	\$0.00	90,694,000	483
2014-07	\$10,613.76	\$11,429.55	\$0.00	84,220,000	463
2014-08	\$10,650.41	\$10,613.76	\$0.00	84,220,000	463
2014-09	\$10,639.84	\$10,650.41	\$0.00	84,429,000	462
2014-10	\$10,597.83	\$10,639.84	\$0.00	84,094,000	458
2014-11	\$10,602.21	\$10,597.83	\$0.00	84,412,000	461
2014-12	\$10,649.84	\$10,602.21	\$0.00	84,507,000	459
	\$128,565.30	\$128,084.32	\$0.00	84,841,917	462
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		
2015-01	\$10,729.94	\$10,649.84	\$0.00	85,143,000	462
2015-02	\$10,729.94	\$10,729.94	\$10,000.00	85,143,000	462
	\$21,459.88	\$21,379.78	\$10,000.00	85,143,000	462
			Paid Claims / Paid Premium = 46.77%		
			Paid Claims / Billed Premium = 46.60%		

Grand Total for 2008-07 thru 2015-02

Billed Premium	Paid Premium	Paid Claims	Volume	Lives
\$742,654.68	\$731,924.74	\$555,000.00	77,805,467	445
		Paid Claims / Paid Premium = 75.83%		
		Paid Claims / Billed Premium = 74.73%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2010-01	\$592.02	\$606.32	\$0.00	4,180,000	209
2010-02	\$606.32	\$0.00	\$0.00	4,240,000	212
2010-03	\$609.18	\$592.02	\$0.00	4,260,000	213
2010-04	\$609.18	\$606.32	\$0.00	4,260,000	213
2010-05	\$623.48	\$609.18	\$0.00	4,340,000	217
2010-06	\$614.90	\$1,232.66	\$0.00	4,300,000	215
2010-07	\$603.46	\$614.90	\$0.00	4,220,000	211
2010-08	\$603.46	\$603.46	\$0.00	4,220,000	211
2010-09	\$603.46	\$603.46	\$0.00	4,220,000	211
2010-10	\$597.74	\$603.46	\$0.00	4,180,000	209
2010-11	\$597.74	\$597.74	\$0.00	4,180,000	209
2010-12	\$592.02	\$597.74	\$0.00	4,180,000	207
	\$7,252.96	\$7,267.26	\$0.00	4,231,667	211
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		
2011-01	\$586.30	\$592.02	\$0.00	4,100,000	205
2011-02	\$583.44	\$586.30	\$0.00	4,080,000	204
2011-03	\$589.16	\$583.44	\$0.00	4,120,000	206
2011-04	\$592.02	\$589.16	\$5,000.00	4,140,000	207
2011-05	\$597.74	\$592.02	\$0.00	4,180,000	209
2011-06	\$600.60	\$597.74	\$0.00	4,200,000	210
2011-07	\$466.40	\$600.60	\$0.00	4,240,000	212
2011-08	\$459.80	\$466.40	\$0.00	4,180,000	209
2011-09	\$459.80	\$459.80	\$0.00	4,160,000	208
2011-10	\$455.40	\$459.80	\$0.00	4,160,000	208
2011-11	\$462.00	\$455.40	\$0.00	4,220,000	211
2011-12	\$457.60	\$462.00	\$0.00	4,160,000	208
	\$6,310.26	\$6,444.68	\$5,000.00	4,161,667	208
			Paid Claims / Paid Premium = 77.58%		
			Paid Claims / Billed Premium = 79.24%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2012-01	\$457.60	\$457.60	\$0.00	4,160,000	208
2012-02	\$457.60	\$457.60	\$0.00	4,160,000	208
2012-03	\$459.80	\$457.60	\$0.00	4,180,000	209
2012-04	\$462.00	\$459.80	\$0.00	4,200,000	210
2012-05	\$464.20	\$462.00	\$0.00	4,200,000	210
2012-06	\$464.20	\$464.20	\$0.00	4,240,000	212
2012-07	\$462.00	\$464.20	\$0.00	4,240,000	211
2012-08	\$466.40	\$462.00	\$0.00	4,260,000	213
2012-09	\$466.40	\$466.40	\$0.00	4,260,000	213
2012-10	\$466.40	\$466.40	\$0.00	4,240,000	212
2012-11	\$466.40	\$466.40	\$0.00	4,240,000	212
2012-12	\$466.40	\$466.40	\$0.00	4,240,000	212
	\$5,559.40	\$5,550.60	\$0.00	4,218,333	211
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		
2013-01	\$466.40	\$466.40	\$0.00	4,240,000	212
2013-02	\$475.20	\$466.40	\$0.00	4,240,000	216
2013-03	\$475.20	\$475.20	\$0.00	4,240,000	216
2013-04	\$473.00	\$475.20	\$0.00	4,240,000	215
2013-05	\$475.20	\$473.00	\$0.00	4,240,000	216
2013-06	\$475.20	\$475.20	\$0.00	4,240,000	216
2013-07	\$475.20	\$475.20	\$0.00	4,240,000	216
2013-08	\$484.00	\$475.20	\$0.00	4,400,000	220
2013-09	\$484.00	\$484.00	\$10,000.00	4,400,000	220
2013-10	\$481.80	\$484.00	\$0.00	4,380,000	219
2013-11	\$475.20	\$481.80	\$5,000.00	4,320,000	216
2013-12	\$490.60	\$475.20	\$500.00	4,400,000	220
	\$5,731.00	\$5,706.80	\$15,500.00	4,298,333	217
			Paid Claims / Paid Premium = 271.61%		
			Paid Claims / Billed Premium = 270.46%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2014-01	\$486.20	\$490.60	\$0.00	4,420,000	221
2014-02	\$484.00	\$486.20	\$5,000.00	4,400,000	220
2014-03	\$327.36	\$484.00	\$0.00	4,400,000	223
2014-04	\$492.80	\$0.00	\$0.00	4,400,000	225
2014-05	\$519.20	\$820.16	\$0.00	4,400,000	236
2014-06	\$530.20	\$519.20	\$0.00	4,400,000	242
2014-07	\$492.80	\$530.20	\$0.00	4,400,000	224
2014-08	\$492.80	\$492.80	\$0.00	4,400,000	224
2014-09	\$486.20	\$492.80	\$0.00	4,420,000	221
2014-10	\$486.20	\$486.20	\$0.00	4,420,000	221
2014-11	\$495.00	\$486.20	\$0.00	4,500,000	225
2014-12	\$488.40	\$495.00	\$0.00	4,500,000	222
	\$5,781.16	\$5,783.36	\$5,000.00	4,421,667	225
			Paid Claims / Paid Premium = 86.45%		
			Paid Claims / Billed Premium = 86.49%		
2015-01	\$490.60	\$488.40	\$0.00	4,460,000	223
2015-02	\$490.60	\$490.60	\$0.00	4,460,000	223
	\$981.20	\$979.00	\$0.00	4,460,000	223
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		

Grand Total for 2008-07 thru 2015-02

Billed Premium	Paid Premium	Paid Claims	Volume	Lives
\$42,799.23	\$42,308.63	\$35,500.00	4,293,000	215
		Paid Claims / Paid Premium = 83.91%		
		Paid Claims / Billed Premium = 82.95%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2010-01	\$1,480.84	\$1,516.60	\$0.00	37,021,000	440
2010-02	\$1,510.00	\$0.00	\$0.00	37,750,000	443
2010-03	\$1,510.66	\$1,480.84	\$0.00	37,766,500	442
2010-04	\$1,510.66	\$1,510.00	\$0.00	37,766,500	442
2010-05	\$1,511.20	\$1,510.66	\$0.00	37,780,000	445
2010-06	\$1,513.24	\$3,021.86	\$0.00	37,833,500	445
2010-07	\$1,493.20	\$1,513.24	\$0.00	37,330,000	441
2010-08	\$1,492.40	\$1,493.20	\$0.00	37,310,000	438
2010-09	\$1,492.40	\$1,492.40	\$0.00	37,310,000	438
2010-10	\$1,498.34	\$1,492.40	\$0.00	37,458,500	437
2010-11	\$1,503.22	\$1,498.34	\$0.00	37,580,500	440
2010-12	\$1,495.00	\$1,503.22	\$0.00	37,375,000	440
	\$18,011.16	\$18,032.76	\$0.00	37,523,458	441
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		
2011-01	\$1,479.92	\$1,495.00	\$0.00	36,988,000	432
2011-02	\$1,478.38	\$1,479.92	\$0.00	36,959,500	431
2011-03	\$1,488.96	\$1,478.38	\$0.00	37,224,000	434
2011-04	\$1,494.48	\$1,488.96	\$0.00	37,362,000	434
2011-05	\$1,489.76	\$1,494.48	\$0.00	37,244,000	435
2011-06	\$1,491.50	\$1,489.76	\$0.00	37,287,500	435
2011-07	\$1,494.14	\$1,491.50	\$0.00	37,353,500	435
2011-08	\$1,479.26	\$1,494.14	\$0.00	36,981,500	430
2011-09	\$1,490.78	\$1,479.26	\$0.00	37,269,500	430
2011-10	\$1,495.38	\$1,490.78	\$0.00	37,384,500	430
2011-11	\$1,495.88	\$1,495.38	\$0.00	37,397,000	433
2011-12	\$1,494.86	\$1,495.88	\$0.00	37,371,500	429
	\$17,873.30	\$17,873.44	\$0.00	37,235,208	432
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2012-01	\$1,494.86	\$1,494.86	\$0.00	37,371,500	429
2012-02	\$1,497.80	\$1,494.86	\$0.00	37,445,500	428
2012-03	\$1,507.84	\$1,497.80	\$0.00	37,696,000	430
2012-04	\$1,516.12	\$1,507.84	\$0.00	37,903,000	431
2012-05	\$1,525.10	\$1,516.12	\$0.00	38,127,500	434
2012-06	\$1,525.56	\$1,525.10	\$0.00	38,139,000	433
2012-07	\$1,516.62	\$1,525.56	\$0.00	38,139,000	432
2012-08	\$1,537.76	\$1,516.62	\$0.00	76,888,000	435
2012-09	\$1,537.76	\$1,537.76	\$0.00	76,888,000	435
2012-10	\$1,531.92	\$1,537.76	\$0.00	38,298,000	430
2012-11	\$1,531.92	\$1,531.92	\$0.00	38,298,000	430
2012-12	\$1,531.92	\$1,531.92	\$0.00	38,298,000	430
	\$18,255.18	\$18,218.12	\$0.00	44,457,625	431
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		
2013-01	\$1,531.92	\$1,531.92	\$0.00	38,298,000	430
2013-02	\$1,563.00	\$1,531.92	\$0.00	39,075,000	441
2013-03	\$1,576.36	\$1,563.00	\$0.00	39,409,000	443
2013-04	\$1,585.82	\$1,576.36	\$0.00	39,637,000	443
2013-05	\$1,583.17	\$1,585.82	\$0.00	39,579,200	446
2013-06	\$1,592.52	\$1,583.17	\$0.00	39,813,000	446
2013-07	\$1,600.46	\$1,592.52	\$0.00	40,011,500	449
2013-08	\$1,617.34	\$1,600.46	\$0.00	40,433,500	455
2013-09	\$1,608.58	\$1,617.34	\$0.00	40,214,500	452
2013-10	\$1,606.48	\$1,608.58	\$0.00	40,162,000	450
2013-11	\$1,609.22	\$1,606.48	\$0.00	40,230,500	451
2013-12	\$1,613.80	\$1,609.22	\$0.00	40,345,000	453
	\$19,088.67	\$19,006.79	\$0.00	39,767,350	447
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		

Date	Billed Premium	Paid Premium	Paid Claims	Volume	Lives
2014-01	\$1,642.56	\$1,613.80	\$0.00	41,064,000	456
2014-02	\$1,613.80	\$1,642.56	\$0.00	40,345,000	453
2014-03	\$1,673.66	\$1,613.80	\$0.00	41,841,500	457
2014-04	\$1,725.04	\$0.00	\$0.00	43,126,000	456
2014-05	\$1,775.48	\$3,398.70	\$0.00	44,387,000	473
2014-06	\$1,813.88	\$1,775.48	\$0.00	45,347,000	483
2014-07	\$1,684.40	\$1,813.88	\$0.00	42,110,000	463
2014-08	\$1,684.40	\$1,684.40	\$0.00	42,110,000	463
2014-09	\$1,688.54	\$1,684.40	\$0.00	42,213,500	462
2014-10	\$1,681.88	\$1,688.54	\$0.00	42,047,000	458
2014-11	\$1,682.58	\$1,681.88	\$0.00	42,206,000	461
2014-12	\$1,690.14	\$1,682.58	\$0.00	42,253,500	459
	\$20,356.36	\$20,280.02	\$0.00	42,420,875	462
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		
2015-01	\$1,702.86	\$1,690.14	\$0.00	42,571,500	462
2015-02	\$1,702.86	\$1,702.86	\$0.00	42,571,500	462
	\$3,405.72	\$3,393.00	\$0.00	42,571,500	462
			Paid Claims / Paid Premium = 0.00%		
			Paid Claims / Billed Premium = 0.00%		

Grand Total for 2008-07 thru 2015-02

Billed Premium	Paid Premium	Paid Claims	Volume	Lives
\$124,481.47	\$122,778.61	\$0.00	39,878,015	445
		Paid Claims / Paid Premium = 0.00%		
		Paid Claims / Billed Premium = 0.00%		

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VII

TITLE VI INFORMATION

TITLE VI INFORMATION

- 1. The Town of Collierville agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
- 2. The Contractor is requested, but is not obligated, to include the following disclosure information, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

- 1. Number of Contractor's Employees Who Are:

_____ Male _____ Female

- 2. Number of Contractor's Employees Who Are:

_____ Caucasian _____ African-American
 _____ Hispanic _____ Other (please specify)

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TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION VIII

VENDOR LIST

**TOWN OF COLLIERVILLE, PURCHASING DIVISION
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
PHONE: (901) 457-2254**

Company	City, State
Summit Global Partners	Memphis, TN
Zalowitz & Frisch Employee Benefits, LLC	Memphis, TN
Boyd Agency	Nashville, TN
Employee Security Planning, Inc	Brentwood,
Tennessee Department of Labor & Workforce	Nashville, TN
Bridgeway Medical, LLC	Montgomery, AL
The Barnett Group	Memphis, TN
TML Risk Management Pool	Brentwood, TN
Health Cost Solutions, Inc.	Hendersonville, TN
USI Consulting Group	Glastonbury, CT
Insurance Consulting Group, Inc.	Memphis, TN
Willis of Tennessee, Inc.	Memphis, TN
Collins and Company, Inc.	Chattanooga, TN
Health Systems International, LLC	Montgomery, AL
DH Risk Management	San Leandro, CA
Marsh USA	Memphis, TN
McNeary, Inc.	Charlotte, NC
Argyle Benefits Consultants, LLC	Memphis, TN
Medical Staffing Network, Inc.	Covina, CA
Insurance Assoc of TN Inc dba Collierville Insurance Agency	Collierville, TN
AXA Equitable	Secaucus, NJ
American General Life and Accident	Memphis, TN
The Sims Financial Group, Inc.	Memphis, TN
Jim Malone dba The Malone Company	Fayetteville, TN
Humana	Memphis, TN
Jas. D. Collier & Co. dba Collier Insurance	Memphis, TN
Mark III Brokerage, Inc	Johnson City, TN
Country Insurance Agency LLC	Southaven, MS
Prince Insurance Agency	Nashville, TN
CD Devault	Knoxville, TN
Fisher Brown Bottrell Insurance Agency, Inc.	Tupelo, MS
Minnesota Life	St Paul, MN
Tennessee Risk Management Partners LLC	Brentwood, TN
Lloyd Associates	Batesville, MS
American Insurance Service, Inc.	Jackson, TN
HRO Partners, LLC	Cordova, TN
Minnesota Life	St. Paul, MN
Shoemaker Financial.com	Germantown, TN
The Sims Financial Group, Inc	MEMPHIS, TN
American Fidelity Assurance Company	Oklahoma City, OK
MetLife Group	Cincinnati, OH

SEALED BID No. TC2015-17
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TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION IX

REFERENCE SHEET

TOWN OF COLLIERVILLE

REFERENCE SHEET FOR BID NO. TC2015-17

Each bidder shall submit with their bid a list of at least three (3) customers, which contracted services similar to what we are specifying herein sometime during the past twelve months. The listing shall include a contact name with phone number, since it is the intent of the Town of Collierville to call all names submitted for verification and recommendations.

(1)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(2)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

(3)	NAME OF COMPANY:
	ADDRESS:
	PHONE NUMBER:
	CONTACT:

SEALED BID No. TC2015-17
DUE DATE: May 21, 2015



TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

SECTION X

CONTRACT FOR SERVICES AND/OR PRODUCTS

CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein “**Agreement**”) is made and entered into as of the ____ day of June, 2015 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the “**TOWN**”) and _____, a Tennessee _____ (herein the “**CONSULTANT**”).

W I T N E S S E T H:

WHEREAS, the TOWN desires to retain an insurance broker in connection with the provision of insurance brokerage services (herein the “**Services**”), and

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform the Services, and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

The CONSULTANT shall perform the Services as specified in the Invitation to Bid issued by the TOWN under No. TC2015-17“Group Life and Long Term Disability” (herein the “**Invitation to Bid**”) and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit “A”** and incorporated by reference herein and made a part hereof. The CONSULTANT expressly acknowledges that any compensation owed to CONSULTANT for the Services shall be paid from commissions earned by CONSULTANT pursuant to separate arrangements between the CONSULTANT and any insurance providers represented by the CONSULTANT that are engaged to provide coverage to the TOWN in the categories of insurance described in the Bid, and that the TOWN shall have no obligation to pay the CONSULTANT for the Services.

2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on July 1, 2015 and ending on June 30, 2016. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONSULTANT given at least thirty (30) days before the expiration of the term then in existence.

3.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONSULTANT perform additional services not contemplated by this Agreement, the CONSULTANT shall perform such additional services only after the TOWN and the CONSULTANT enter into an agreement regarding the additional services, such agreement to be subject to the approval of the Board of Mayor and Aldermen.

4.00 NOTICE TO PROCEED

The CONSULTANT shall commence the Services called for under this Agreement upon the written notice to proceed issued by the TOWN.

5.00 CONSULTANT'S PERSONNEL

The CONSULTANT certifies that it presently employs, and shall continue to employ throughout the term of this Agreement, adequate qualified personnel for the performance of the services contemplated under this Agreement.

6.00 CONFLICT OF INTEREST

The CONSULTANT declares that neither the Mayor, nor any Aldermen, nor any other TOWN official holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

7.00 DISPUTES

Any dispute concerning a question of fact in connection with the Services not disposed of by agreement between the TOWN and the CONSULTANT shall be referred to the TOWN'S Personnel Director, or his/her duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

8.00 COMPLIANCE WITH LAWS

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Services and to comply with all instructions and orders issued by the TOWN regarding the Services.

9.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Agreement.

10.00 CONTROL

All work by the CONSULTANT is to be performed in accordance with those professional standards applicable to the profession to which the CONSULTANT belongs and in accordance with the established customs, practices, standards and procedures of the TOWN, except as same might not be consistent with established professional standards.

11.00 REIMBURSEMENT FOR EXPENSES

The CONSULTANT shall not be reimbursed for any expenses, unless such expenses either are authorized in writing by the TOWN before the CONSULTANT incurs any such expenses.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONSULTANT shall assume all risk in connection with the performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants, and/or employees in connection with the prosecution and completion of the work covered by this Agreement. The CONSULTANT agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONSULTANT, its agents, servants and/or employees in the performance of this Agreement. The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONSULTANT on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. The CONTRACTOR, at its own expense, shall also keep in force and at all times maintain during the term of this Contract Errors and Omissions Liability coverage in the amount of One Million Dollars (\$1,000,000) for miscellaneous errors and omissions damages. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

13.00 EQUAL EMPLOYMENT OPPORTUNITY

13.01. Non-discrimination. In carrying out its professional services under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to: employing; upgrading; demoting or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

13.02. Posting and Advertising. The CONSULTANT agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 12.01 hereinabove. The CONSULTANT shall state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONSULTANT shall incorporate the foregoing requirements of this Paragraph 12.02 in all subcontracts, if any, for services covered by this Agreement.

14.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Agreement shall not be transferred or assigned or sublet without prior written consent of the TOWN.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,
TENNESSEE**

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
TOWN Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

Director of General Services

CONSULTANT

By: _____

Its: _____

Mailing Address:

Telephone Number:

Facsimile Number:

EXHIBIT A