GROUP LIFE INSURANCE PROGRAM

Certificate of Coverage for Accidental Death and Personal Loss Insurance





YOUR BENEFITPLAN

MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM

Basic Term Life, Supplemental Dependent Life, Supplemental Term Life, Basic Accidental Death and Dismemberment, Supplemental Accidental Death and Dismemberment

Maine:

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

Group Term Life Insurance



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY One Hartford Plaza Hartford, Connecticut 06155 (A stock insurance company)

CERTIFICATE OF INSURANCE

Policyholder: MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM Policy Number: GL-807586 Policy Effective Date: July 1, 2020 Policy Anniversary Date: July 1, 2021

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Lisa Levin, Secretary

Jonathan Bennett, President

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herin.

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SCHEDULE OF INSURANCE

Cost of Coverage: Non-Contributory Coverage:	Basic Life Insurance Basic Accidental Death and Dismemberment Retiree Life Insurance
Contributory Coverage:	Supplemental Life Insurance Supplemental Dependent Life Insurance Supplemental Accidental Death and Dismemberment

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

Eligible Class(es) For Coverage: You are eligible for coverage under this program if You are Actively at Work, subject to membership in an Eligible Class of employment; and any other conditions of eligibility that the Board of Trustees of the Maine Public Employees Retirement System (referred to as MainePERS) may prescribe by rule or decision; excluding temporary, leased or seasonal employees except as shown next.

You are in an Eligible Class if You are a:

- 1) State Employees:
 - a. Permanent, Full Time
 - b. Permanent, Part Time who work at least 20 hours or 2 1/2 normal working days per week
 - c. Seasonal, Full Time
 - d. Seasonal, Part time who work at least 20 hours or 2 1/2 normal working days per week
 - e. Elected and Appointed Official
 - f. Limited Period- Full Time for one year or more
 - g. Limited Period Part Time for one year or more
 - h. Acting Capacity with status
- 2) Legislator
- 3) Judge or Justice
- 4) Participating Local District Employee:
 - a. Permanent, Full Time
 - b. Permanent, Part Time who work at least 20 hours or 2 1/2 normal working days per week
 - c. Seasonal, Full Time
 - d. Elected and Appointed Official
- 5) Teacher:
 - a. Permanent, Full Time
 - b. Permanent, Part Time who work at least 20 hours or 2 1/2 normal working days per week
- 6) Any individuals employed in one of the classes listed above and who meets the definition of "teacher" as provided by 5 M.R.S.A. §17001, sub §42 is eligible for insurance under this paragraph.
- 7) Workers' Compensation Commissioners

Important Reminder

Any local district that becomes a Participating Local District in accordance with the provisions of 20-A M.R.S.A. s1463, sub-s4 may establish criteria for the inclusion of employees from within the classes listed above, based on the nature and type of employment, in order to provide for the continuation of group Life Insurance coverage for transferred employees. No employee or class of employees may be excluded solely on the basis of the hazardous nature of employment; nor may the employer use this section to decrease coverage of current participants.

You may remain in an Eligible Class for Basic Life Insurance at service retirement if you have participated in MainePERS Life Insurance Program for 10 or more years at retirement. If you remain in an Eligible Class, and if you meet all other

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conditions of eligibility for coverage as a retiree, your Basic Life Insurance coverage will be subject to the Retirement Reduction Rule set forth in the Life Insurance Benefit description. All other coverage will cease.

Note: If you cease active work due to disability retirement, you do not have to participate in MainePERS Life Insurance Program for 10 years in order to be eligible for retiree benefits.

Eligibility Waiting Period for Coverage:

The first day of the month following 1 month(s) of employment.

The time period(s) referenced above are continuous. Unless contrary to applicable law or a decision of the Board of Trustees, an increase in any required period of service will apply only to an employee who enters service on or after the effective date of the increase. A decrease in any required period of service will permit an employee to become eligible on the effective date of the decrease but only if they have worked the new period of service. Otherwise, they are eligible on the date they complete the new period of service.

Life Insurance Benefit

Amount of Life Insurance:				
Basic Amount of Life Insurance Employee and Retiree				
Active Employee Maximum AmountAll Active Employees:1 times Your Annual Base Compensation, rounded to the next higher \$1,000 if not already a multiple of \$1,000.				
Retired Employee Maximum Amount				
Service Retirees	1 times Your Average Final Compensation, as determined by MainePERS rounded to the next higher \$100 if not already a Multiple of \$100.			
Disability Retirees	1 times Your Annual Base Compensation, as of the last day of service rounded to the next higher \$1,000 if not already a multiple of \$1,000.			
Retired Participant of a Participating Local District who is not a member of a MainePERS Participating Local District Retirement Program Local District	The average of the last 3 years of Basic Life Insurance as determined by MainePERS			
Legislator; including representatives of the Penobscot and Passamaquoddy Tribe at the Legislature	An amount equal to the participant's average annual legislative salary over the 2-year term in office rounded up to the next higher \$1,000 if not already a multiple of \$1,000			
Supplemental Amount of Life Insurance				
Maximum Amount	1, 2, or 3 times Your Basic Amount of Life Insurance			

Dependent Life Insurance Benefit

Supplemental Amount of Dependent Life Insurance

Maximum Amount

All Employees Electing Dependent Option A

Spouse	\$5,000
Dependent Children: live birth but under age 6 month(s)	\$1,000
Dependent Children: Age 6 month(s) but under age 19, except for full-time, unmarried students under age 22	\$5,000

All Employees Electing Dependent Option B

Spouse	\$10,000
Dependent Children: live birth but under age 6 month(s)	\$2,500
Dependent Children: Age 6 month(s) but under age 19, except for full-time, unmarried students under age 22	\$5,000

Accidental Death and Dismemberment Benefit

Basic Principal Sum

Maximum Amount

1 times Your annual base compensation, rounded to the next higher \$1,000 if not already a multiple of \$1,000

Supplemental Principal Sum

Maximum Amount

1, 2, or 3 times Your Basic Principal Sum amount

Reduction in Amount of Life Insurance

We will reduce the Amount of Life Insurance for You and Your Dependents by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right; or
- 2) under the Portability provision.

Reduction in Amount of Life Insurance- Retired Employees

Employees Eligible for Disability Retirement

If You are eligible for disability Retirement, Your Basic Life Insurance amount in force on Your last day in service will be reduced by 15% on the day following the first anniversary of You reaching Your Normal Retirement Age. Thereafter, Your Basic Life Insurance amount will be reduced annually by an additional 15% until Your benefit is 40% of Your pre-retirement amount or \$2,500, whichever is greater.

Employees Eligible for Service Retirement

If You are eligible for service retirement without first having received disability retirement benefits; Your Basic Life Insurance amount will be based on Your Average Final Compensation at the time of Your retirement. Your Basic Life Insurance amount will be reduced by 15% on the day following the first anniversary of Your retirement. Thereafter, Your Basic Life Insurance amount will be reduced annually by an additional 15% until Your benefit is 40% of Your average final compensation amount or \$2,500, whichever is greater.

Note: At any time that Your Life Insurance is continued because You are permanently and totally disabled, the retirement reduction rule described above will not apply while You are under Your Normal Retirement Age. Your Normal Retirement Age is determined by statute. Upon reaching Your Normal Retirement Age the retirement reduction rule will apply and Your Life Insurance will be reduced in accordance with this section. The 10-yearservice requirement is waived for any Employee for whom the permanent and total disability provision applies.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: Who is eligible for coverage?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: When will I become eligible?

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of a Retiree; or
- 2) the Policy effective date.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?* You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

No person may be insured:

- 1) as a Dependent and an Active Employee;
- 2) as a Dependent and a retiree; or
- 3) as a Dependent of more than one Active Employee;

under The Policy.

Eligibility for Multiple Coverage: Can I be covered more than once under this Policy?

- 1) You may be eligible to receive multiple coverage under this program if You work for more than one Employer. If You become eligible for multiple coverage, You may not cover Your Spouse or Children more than once.
- 2) Effective September 13, 2003, individuals covered by group life insurance as a retiree may also qualify for additional group life coverage as an active Employee, should he or she work in an eligible position. In order to qualify for the additional coverage, the Employee must elect coverage and pay all premiums, regardless of whether the Employer normally pays the cost of the coverage for Employees in similar positions.

MainePERS hopes to continue the program indefinitely but, as with all group programs, the program may be changed or discontinued with respect to Your coverage.

Enrollment: How do I enroll for coverage?

You will be provided with program benefit and enrollment information when You first become eligible to enroll. You will need to enroll in a manner determined by Us and MainePERS. To complete the enrollment process You will need to provide all requested information for You and Your Dependents. You will also need to agree to allow Your Employer to deduct any required Premium from Your pay for Contributory Coverage. If Premium is required, Your Employer will advise You of the amount required and it will be withheld from Your pay and will be forwarded to MainePERS.

For Non-Contributory Coverage, MainePERS will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form. You can obtain the beneficiary form from the MainePERS web-site at <u>www.mainepers.org.</u>

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your and Your Dependent's coverage; and
- 2) deliver it to Your Employer.

If You do not enroll for Your coverage and/or Your Dependent's coverage within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll You may

Form GBD-1100 (10/08) (Rev-1) 20 © 2020 by The Hartford. Classification: Company Confidential. No part of this document may be reproduced, published or used without the permission of The Hartford. enroll for Your coverage and/or Your Dependent's coverage by providing Us with Evidence of Insurability for Your our Your Dependent's coverage.

The beneficiary you've named for Non-Contributory Coverage will also apply to any Contributory Coverage unless You tell Us otherwise. If You do not name a beneficiary benefits will be paid in accordance with the General Provisions section.

Your Premium is subject to change. MainePERS will determine the rate of any required Premium.

Persons Not Wanting to be Insured What if I don't want to be insured?

If You do not want to be insured when You are first eligible, You must, on Your enrollment form, give written notice to both Your Employing Office and MainePERS.

If You become insured and then later wish to cancel or reduce coverage, You must give written notice to both Your Employing Office and MainePERS. If written notice is given, coverage will cease at the end of the calendar month in which the notice is received by Your Employing Office.

If You initially refuse coverage, or if You reduce or cancel coverage after becoming insured, You may re-apply for coverage if You submit evidence of insurability to Us. If You are required to furnish evidence of insurability, the evidence shall be provided at no cost to MainePERS or Us. If We approve Your evidence of insurability application, coverage will take effect on the first day of the month following the date You complete one month of additional service in an Eligible Class.

If You refused coverage when You were first eligible and then terminate Your employment, You may, if later reemployed, apply for insurance without evidence of insurability if the termination and re-employment were bona fide. The following will not be considered a termination and re-employment for purposes of this provision:

- an intradepartmental or interdepartmental transfer; or
- a layoff from seasonal employment from which You are expected to return.

Enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?* We require Evidence of Insurability for initial coverage, if You enroll more than 31 days after the date You

are first eligible to enroll.

If Your Evidence of Insurability is not satisfactory to Us You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Dependent Evidence of Insurability Requirements: When will my Dependents first be required to provide Evidence of Insurability?

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You enroll for Your Dependents' coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage.

If Your Dependents' Evidence of Insurability is not satisfactory to Us Your Dependents will not be covered under The Policy if You enrolled Your Dependents more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: What is Evidence of Insurability?

Evidence of Insurability must be satisfactory to Us and may include, but may not be limited to:

- 1) a completed and signed application approved by Us;
- 2) an attending Physician's statement; and
- 3) any additional information We may require.

Any evidence of insurability due to enrolling late will be furnished at Your expense. We will then determine if You or Your Dependents are insurable for coverage or an increase in coverage as described in the Increase in Amount of Life Insurance provision.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

PERIOD OF COVERAGE

Effective Date: When does my coverage start?

Non-Contributory Coverage will start on the date You become eligible, unless you have told MainePERS You do not want to be insured.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date; or
- 2) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage for which Evidence of Insurability is required, will become effective on the later of:

1) the date You become eligible; or

2) the first of the month following the date You complete one additional month of service if We approve Your Evidence of Insurability.

Dependent Effective Date: When does Dependent coverage start?

Coverage will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependents' Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Change in Coverage: When may I change my coverage or coverage for my Dependents?

After Your initial enrollment You may increase coverage for Your Dependents; however, evidence of insurability will be required. You may also decrease or cancel Your or Your Dependent coverage at any time by providing notice to MainePERS.

Effective Date for Changes in Coverage: When will changes in coverage become effective?

Any decrease in coverage will take effect on the last day of the month MainePERS has received Your request to decrease or cancel Your coverage.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change; or
- 2)

3) the first day of the month following one month of additional service with Your Employer if Evidence of Insurability is approved.

Increase in Amount of Life Insurance: If I request an increase in the Amount of Life Insurance, must I provide Evidence of Insurability?

If You or Your Dependents are:

- 1) already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability for any increase in coverage; or
- not already enrolled for an Amount of Supplemental Life Insurance under The Policy, You and Your Dependents must provide Evidence of Insurability for any amount of Supplemental Life Insurance coverage including an initial amount.

If Your Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

Increase in Amount of Life Insurance: If my Amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?

You do not have to provide Evidence of Insurability if Your Annual Base Compensation increases. Any increase in Your Annual Base Compensation which causes an increase in Your Amount of Life Insurance will be accompanied by a corresponding increase in the amount of Premium due for this coverage.

Termination: When will my coverage end?

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You voluntarily stop Your coverage;
- 3) the date Your Participating Local District ceases to participate in the MainePERS group life insurance program;
- 4) the end of the month in which written notice of cancelation is received by Your Employing Office;
- 5) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 6) the date the premium payment is due MainePERS but not paid, subject to a 31 day grace period;
- 7) the date Your Employer terminates Your employment; or
- 8) the date Your retire unless You are eligible for Basic Retiree Life.

When Your Retire: Supplemental Life, Dependent Life and Accidental Death and Dismemberment Insurance end when You retire, however, Your Basic Life insurance coverage may continue after You retire, as long as You remain in an Eligible Class. For more information, please refer to the *Retirement Reduction Rule* section if the Schedule of Insurance.

Retiree Coverage Termination: When will my Retiree Coverage End?

- Your coverage will end on the earliest of the following:
 - 1) the date The Policy Terminates; or
 - 2) the date You are no longer in a class eligible for coverage, or the class is cancelled

Reinstatement after Military Service: Can coverage be reinstated after return from active military service? If Your coverage ends because You enter active military service and You are a Maine public employee or employee from a Participating Local District, coverage for You and Your previously covered Dependents may be reinstated, provided You request such reinstatement within 31 days of Your release from active military service.

If You request such reinstatement after 31 days from the date of Your release from active military service, Evidence of Insurability is required.

All Evidence of Insurability will be furnished at Your expense and in accordance with Evidence of Insurability requirements. We will then determine if You are insurable under The Policy.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

Dependent Termination: When does coverage for my Dependent end?

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to payment of premium;
- 2) may be continued up to the maximum time shown in the provisions; and
- 3) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively. In all other respects, the terms of Your coverage and coverage for Your Dependents remain unchanged.

Lay Off or Leave of Absence: If You are on a seasonal layoff or a leave of absence without pay due to military service, employer approved professional study, Family Medical Leave Act, other employer approved unpaid leave, service in the Maine Legislature or leaves between legislative sessions in the case of legislative employees, all of Your coverage (including Dependent Life coverage) may be continued until stopped by MainePERS. If no payroll deductions are made, coverage will continue only if the employee pays the Premium as they become due while on seasonal lay-off or leave of absence without pay.

Note: If the above section applies to You while on a seasonal lay-off or leave of absence without pay, Premium payments must be made. Failure to make any required Premium payments as determined by MainePERS will result in the loss of coverage.

If the Executive Director of MainePERS determines that an Employee lacks coverage or has had a lapse in coverage due to error on the part of the Employer or MainePERS, coverage may be implemented or reinstated as follows:

- Participant, or Employer in the case of Employer-paid premiums, pays back Premiums from the date of eligibility or the date of last payment to the present; or
- Participant files evidence of insurability with coverage effective on the first day of the month following one month of additional employment in an Eligible Class beyond the date approve by the insurer under this program with MainePERS. In the event We deny coverage based on evidence of insurability, You may restore Your coverage and any dependent coverage under the first bullet above.

Continuation for Dependent Child(ren) with Disabilities: *Will coverage for Dependent Child(ren) with disabilities be continued?*

Coverage of your unmarried dependent child having attained a maximum age as provided in 5 M.R.S.A. §§ 18056 (3)(A), and 18656(3)(A), shall be continued if:

- 1) Proof is furnished prior to the 31st day after the applicable termination date, and each year thereafter, indicating that the unmarried, dependent child is permanently disabled as set forth in 5 M.R.S.A. §17001(12)(B); or
- Proof is furnished prior to the 31st day after the applicable termination date, and each year thereafter, indicating that the unmarried dependent child is under 22 years of age and a full-time student.

Coverage for a disabled child shall continue while the Policy remains in force and the child's condition remains unchanged.

Disability Extension: Does coverage continue if I am Disabled?

For Employees Who Receive Disability Retirement Under MainePERS Statutes

If You become disabled, You may qualify for Disability Extension. To qualify for Disability Extension if MainePERS determines You have become disabled while You were insured and you meet the requirements for MainePERS disability retirement benefits under applicable law. If You qualify for Disability Extension, Your coverage will continue while You are disabled provided the required Premium payments are made.

If You qualify for Disability Extension, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase. Form GBD-1100 (10/08) (Rev-1)

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Eligible Coverages: *What coverages are eligible under this provision?* This provision applies only to Your Basic Life Insurance.

This provision does not apply to:

- 1) Your Supplemental Life Insurance;
- 2) Your Accidental Death and Dismemberment coverage;
- 3) Dependent Life Insurance; and
- 4) Retirees Life Insurance (if applicable).

You are not eligible to apply for both the Portability Benefit and Disability Extension for the same coverage amount for You.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?* To qualify for Disability Extension You must be disabled and provide proof to MainePERS that You are disabled

In any event, You must have been Actively at Work under The Policy to qualify for Disability Extension.

Disability Extension Ceases: When will the Disability Extension cease?

- We will continue Your coverage while You remain Disabled until the earliest of the date:
 - 1) The Policy terminates;
 - 2) the required premium for coverage is due but not paid; or
 - 3) You no longer meet the requirements for disability retirement benefits under applicable law.

What happens when the Disability Extension ceases?

When the Disability Extension ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Employees Not Eligible To Receive Disability Retirement Under MainePERS Statutes But Qualify For Disability Benefits Under Social Security Or Some Other Local Program

If You become Disabled, You may qualify for Disability Extension. To qualify for Disability Extension if You are a participant of a Participating Local District (PLD), who is not a member of a MainePERS Participating Local District, who becomes Disabled while employed or who begins to receive a benefit under the United States Social Security Act within 31 days of terminating Your employment.

If You qualify for Disability Extension, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Disabled: What does Disabled mean?

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience

Eligible Coverages: *What coverages are eligible under this provision?* This provision applies only to Your Basic Life Insurance.

This provision does not apply to:

- 1) Your Supplemental Life Insurance
- 2) Your Accidental Death and Dismemberment coverage
- 3) Dependent Life Insurance; and,

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4) Retirees (if applicable)

You are not eligible to apply for both the Portability Benefit and Disability Extension for the same coverage amount for You.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?* To qualify for Disability Extension You must be disabled and provide proof to MainePERS that You are disabled.

Disability Extension Ceases: *When will the Disability Extension cease?* We will continue Your coverage while You remain Disabled until the Policy terminates.

When the Disability Extension ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

BENEFITS

Life Insurance Benefit: When is the Life Insurance Benefit payable?

If You or Your Dependents die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Accidental Death and Dismemberment Benefit: When is the Accidental Death and Dismemberment Benefit payable? If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, and the accident occurs while You are covered under this benefit, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss in accordance with the Proof of Loss provision.

This benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of: Life	Benefit: Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	•
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	
Movement of Three Limbs (Triplegia)	
Movement of the Upper And Lower Limbs of One Side of the Body	
(Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye	
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia)	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Exclusions: (Applicable to all benefits except the Life Insurance Benefit) *What is not covered under The Policy?* The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony;
- 7) Injury sustained while Intoxicated; or
- 8) Injury sustained while driving while Intoxicated.

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs. -

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred

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Conversion Right: If coverage under The Policy ends, do I have a right to convert?

If Life Insurance coverage or any portion of it under The Policy ends for any reason, except nonpayment of premium, You and Your Dependents may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for the Accidental Death and Dismemberment Benefits; or any Amount of Life Insurance for which You or Your Dependents were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or,
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, except nonpayment of premium, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: How do I convert my coverage or my Dependents' coverage?

- To convert Your coverage or coverage for Your Dependents, You must:
 - 1) complete a Notice of Conversion Right form; and
 - 2) have Your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependents under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: What are the Conversion Policy provisions?

The Conversion Policy will:

1) be issued on any one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and

2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion. The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) under a certificate of insurance issued in accordance with the Portability provision; or
- 2) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: What if I or my Dependents die before coverage is converted?

We will pay the deceased person's Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates; and
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and

3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Portability Benefits: What is Portability?

Portability is a provision which allows You and Your Dependents to continue coverage under a group Portability policy when coverage would otherwise end due to certain Qualifying Events.

Qualifying Events: What are Qualifying Events?

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends;

provided the Qualifying Event occurs prior to Normal Retirement Age.

Qualifying Events for Your Dependents are:

1) Your employment terminates, for any reason prior to Normal Retirement Age;

- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or

4) He or she no longer meets the definition of Dependent, however, a Dependent Child(ren) who reaches age 22 under The Policy is not eligible for Portability;

provided the Qualifying Event occurs prior to Your Normal Retirement Age.

In order for Dependent Child(ren) coverage to be continued under this provision, You or Your Spouse must elect to continue coverage due to Your own Qualifying Event.

Electing Portability: How do I elect Portability?

You may elect Portability for Your coverage after Your Basic and Supplemental Life Insurance coverage ends due to a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent coverage ends due to a Qualifying Event. The Policy must still be in force in order for Portability to be available.

To elect Portability for You or Your Dependents, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

1) 31 days after Life Insurance terminates; or

2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent's coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: What limitations apply to this benefit?

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed:

- 1) \$500,000 for You;
- 2) \$10,000 for Your Spouse; or
- 3) \$5,000 for Your Dependent Child(ren).

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Dependents be able to continue an Amount of Life Insurance which is less than \$5,000.

Portability is not available for any Amount of Life Insurance for which You or Your Dependents were not eligible and covered.

In addition Portability is not available if You or Your Dependents are entering active military service.

Effect of Portability on Other Provisions: How does Portability affect other Provisions?

Portability is not available for any Amount of Life Insurance that You have exercised under the Conversion Right. Portability is also not available to You while Your coverage is being continued under a Continuation Provision under The Policy. However, if:

1) You elect to continue only a portion of terminated coverage under this Portability Benefit; or

2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

GENERAL PROVISIONS

Notice of Claim: When should I notify the Company of a claim?

You, or the person who has the right to claim benefits, should give Us, or Our representative, written notice of a claim within 30 days after the date of death, however, there is no actual deadline for the filing of a Life Insurance claim.

For Accidental Death and Dismemberment claims the deadline for filing a claim is 90 days from the date of the loss. If notice cannot be given within this time, it must be given as soon as reasonably possible after that. Any Notice of Claim must include the claimant's name, address, and the Policy Number.

Claim Forms: Are special forms required to file a claim?

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

Proof of Loss: What is Proof of Loss?

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;

6) any and all medical information, including x-ray films and photocopies of medical records, including histories,

physical, mental or diagnostic examinations and treatment notes;

- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;

8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or

9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: When must Proof of Loss be given?

Written Proof of Loss should be sent to Us or Our representative:

- 1) with respect to the Life Insurance Benefits within 365 day(s); and
- 2) with respect to the Accidental Death and Dismemberment Benefits within 90 day(s); after the

loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: Can We have a claimant examined or request an autopsy?

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Claim Payment: When are benefit payments issued?

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: To whom will benefits for my claim be paid?

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefit will be paid in accordance with the written life insurance Beneficiary Designation provided that the written designation was received in the MainePERS office or postmarked before Your death, and provided it does not contradict the Claim Payment provision.

If no beneficiary is named, or if no named beneficiary survives You, We will pay:

- 1) Your widow or widower;
- 2) If there is no widow or widower, to Your duly appointed executor or personal representative for distribution according to the provisions of a lawfully executed will, but only if MainePERS is notified of the appointment of the executor or personal representative within 6 months of Your death;
- 3) If there is no widow or widower or executor or personal representative meeting the above requirements, to Your child(ren) and descendants or deceased children by representation;
- 4) If there is no widow or widower, executor or personal representative meeting the above requirements, or child(ren) or descendants of deceased children, in equal shares to Your surviving parent(s);
- 5) If there is no widow or widower, executor or personal representative meeting the above requirements, child(ren) or descendants of deceased children, or parents, in equal shares to Your next of kin under the laws of Your domicile at the time of death.

Overpayment: When does an overpayment occur?

An overpayment occurs when an erroneous payment of benefits is made after the Employee has died. In the event this happens, then in accordance with Maine Revised Statutes, Title 5 17054(3) any amounts due as the result of an overpayment or erroneous payment of benefits, MainePERS may be entitled to recover the amount of the overpayment from any life insurance benefits payable to a named or unnamed beneficiary.

Beneficiary Designation: How do I designate or change my beneficiary?

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to MainePERS prior to Your death will be accepted.

Beneficiary designations will become effective as of the earlier of the date You signed and dated the form or it is postmarked, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from MainePERS.

Prior to Your death, You are the only person who can name or change Your beneficiary. No other person may change your beneficiary on Your behalf, unless You grant that power to another person pursuant to a power of attorney which has been approved by MainePERS.

Claim Denial: What notification will my beneficiary or I receive if a claim is denied?

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: What recourse do my beneficiary or I have if a claim is denied?

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she: 1) must request a review upon written application within:

- a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
- b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and 2) may request copies of all documents, records, and other information relevant to the claim; and

3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Incontestability: When can the Life Insurance Benefit of The Policy be contested?

Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date.

No statement made by You or Your Spouse relating to Your or Your Spouse's insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You and Your Spouse.

No statement made relating to Your Dependents being insurable will be used to contest their insurance for which the statement was made after their insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You or Your representative.

All statements made by the Policyholder, the Employer or You or Your Spouse under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Assignment: Are there any rights of assignment?

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: When can legal action be taken against Us?

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: How does The Policy affect Workers' Compensation coverage?

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: How does the Company deal with fraud?

Insurance fraud occurs when You, Your Dependents and/or the Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or the Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependents and/or the Employer perpetrate insurance fraud.

Misstatements: What happens if facts are misstated?

If material facts about You or Your Dependents were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day, paid time off day, personal day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Annual Base Compensation

This means Your gross compensation, based upon amounts reported by Your Employer on Your previous year's federal wage and tax statement, that is used the first day of each April for setting the amount of coverage prior to **retirement** for participants in the group life insurance program administered by the Maine Public Employees Retirement System.

Average Final Compensation

Average final compensation has the same meaning as in Title 5, Maine Revised Statutes Annotated, Section 17001, Subsection 4, for retirees who retire as members of the Maine Public Employees Retirement System. If You retire from a Participating Local District that participates in the Maine Public Employees Retirement System, Life Insurance Program but not in the Maine Public Employees Retirement System, "average final compensation" means the average of the amount of basic life insurance coverage in effect during the last three years prior to retirement.

Board or Board of Trustees

This means the Board of Trustees of the Maine Public Employees Retirement System

Dependent Child(ren) means:

Your unmarried, natural or legally adopted child, including children placed for adoption or unborn member's progeny who is:

- 1) Under 19 years of age; and
- 2) Under 22 years of age and a full-time student; or

3) Regardless of age or marital status, any other progeny certified by the medical board to be permanently mentally incompetent or permanently physically incapacitated and determined by the executive director to be unable to engage in any substantially gainful employment.

We will rely upon MainePERS to determine whether or not a person meets the definition of a dependent for coverage under the program. This determination will be conclusive and binding upon all persons for the purposes of this program.

Dependents means Your Spouse and Your Dependent Child(ren).

Employee means a person employed as a state employee, a teacher, judge, justice, legislator or an employee of a Participating Local District, all as defined in Title 5, Maine Revised Statutes Annotated, Section 17001.

Employer means the State of Maine, a school administrative unit, or a Participating Local District, whichever employs the Employee.

Employing Office: means the office of Your Employer that You contact to apply for insurance coverage under this Program.

Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or

2) medical or surgical treatment of a sickness or disease; is not considered as resulting from Injury.

Maine Public Employees Retirement System (MainePERS)

This means the Maine Public Employees Retirement System established pursuant to Maine Statutes.

Non-Contributory Coverage means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age

For Employees who are members of the Maine Public Employees Retirement System, this means the specified age, the years of service requirement or any combination of age and years of service requirements at which You become eligible for service retirement benefits without a reduction under applicable Maine Statutes. Notwithstanding the foregoing, if You are an Employee of a Participating Local District that does not participate in the retirement system, "normal retirement age" shall be the same as for those Participating Local Districts that do participate in the retirement system.

Participating Local District

This shall be as defined in Title 5, Maine Revised Statutes Annotated.

Physician means a person who is:

- 1) a doctor of medicine, Osteopathy, Psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given; and
- 3) practicing within the scope of that license..

Premium This means the amount that You must contribute each month toward the cost of insurance under this Program, unless Your Employer agrees to pay it for You

Prior Policy means the group life insurance policy carried by the Employer on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

Retired Employees: Means You may remain eligible for coverage under The Policy at service retirement if You have participated in MainePERS Life Insurance Program for 10 or more years at retirement. If You remain in an Eligible Class, and if You meet all other conditions of eligibility for coverage as a retiree, Your Basic Life Insurance coverage will be subject to the Retirement Reduction Rule set forth above. All other coverage will end when You retire.

Note: If You stop Active work due to disability retirement, You do not have to participate in MainePERS Life Insurance Program for 10 years in order to be eligible for retiree benefits.

Spouse means the person currently legally married to You.

We will rely upon MainePERS to determine whether or not a Spouse meets the definition of a Dependent for coverage under the program. This determination will be conclusive and binding upon all persons for the purposes of this program.

The Policy means the Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us, or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this Certificate of Insurance is issued.



Group Life Insurance Contacts



Reach us by phone or fax

Direct Line to Group Life Insurance: 207-512-3244 Main Line: 207-512-3100 Toll-free: 800-451-9800 Fax: 207-512-3101 Maine Relay: 711



On the web

mainepers.org Email: SurvivorServices@mainepers.org



Mailing Address

PO Box 349, Augusta, Maine 04332-0349



Monday though Friday from 8am to 5pm with the exception of recognized holidays