



San Diego County Schools Fringe Benefits  
Consortium

Your Group Long Term Care Insurance Plan

Policy No. 105237

Underwritten by Unum Life Insurance Company of America

08-2022

This Certificate of Insurance is a part of the entire contract. This certificate is subject to the terms and conditions stated on the attached pages, all of which are part of the Summary of Benefits. The Summary of Benefits is a part of the Select Group Insurance Trust situated in Maine. Fleet Bank of Maine is the Trustee.

Group Identification Number: 105237

**Caution:** If you completed an Application for Long Term Care Insurance which included evidence of insurability, the issuance of this long term care insurance certificate was based upon your responses to the questions on your application. A copy of your Application for Long Term Care Insurance was retained by you when you applied. If your answers are incorrect or untrue, UNUM has the right to deny benefits or rescind your coverage. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact UNUM at this address: UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.

- Insured persons are entitled to examine a copy of the Summary of Benefits during regular office hours at the Sponsoring Organization's place of business.
- Insured persons also are entitled to examine a copy of the Master Policy by contacting UNUM directly.
- You have a 30 day right to examine this certificate.

If, after examining this certificate, you are not satisfied for any reason, you may withdraw your enrollment in this plan by returning this certificate within 30 days of its delivery to you. The certificate, together with a written request for such withdrawal, must be sent to:

- if you are an active employee or a spouse of an active employee, the Sponsoring Organization's Plan Administrator,
- if you are a retired employee or a family member other than a spouse of an active employee, UNUM, P.O. Box 9744, Portland, Maine 04104-9868.

Upon receipt, your insurance will be deemed void from its effective date and any premium contribution(s) paid will be returned.

- Throughout this certificate:
  - "you" or "your" means an active employee or a retired employee who is eligible for UNUM benefits.

Also, "you", "your" or "family member" means:

- the spouse of an active employee or a retired employee (you must be legally married to your spouse),
- the natural, adoptive or step-parents/grandparents of an active employee or a retired employee, or
- the natural, adoptive or step-parents/grandparents of a spouse of an active employee or a retired employee.

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## SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS

### Eligibility and participation

You are eligible for the plan if you are an active employee or a retired employee of the Sponsoring Organization or any divisions, subsidiaries or affiliated companies of the Sponsoring Organization:

Your family members are also eligible for the plan. Family members include your:

- spouse (you must be legally married to your spouse),
- natural, adoptive or step-parents/grandparents, or
- spouse's natural, adoptive or step-parents/grandparents.

Temporary or seasonal employees are excluded.

### BASE COVERAGE

- **Monthly Benefit Amount\***

#### Residence

Long Term Care Facility \$1,000

Assisted Living Facility An amount equal to 60% of your "Long Term Care Facility" amount.

**The Lifetime Maximum Amount\* payable is:**

24 X the  
"Long Term  
Care Facility"  
amount.

\*Your Monthly Benefit Amount will be adjusted to include any inflation option increases, if applicable.

## AVAILABLE OPTIONS

- **Monthly Benefit Amount\***

Residence

Long Term Care Facility

Amounts in \$1,000 units:

- . Minimum - 1 Unit (\$1,000)
- . Maximum - 5 Units (\$5,000)

Assisted Living Facility

An amount equal to 60% of your "Long Term Care Facility" amount.

Residence

Home or another similar place

- Total Home Care

An amount equal to 50% of your "Long Term Care Facility" amount.

- **Capped Simple Growth Inflation Protection Option**

\*Your Monthly Benefit Amount will be adjusted to include any inflation option increases, if applicable.

**The Lifetime Maximum Amount\* payable is:**

48 X the  
"Long Term  
Care Facility"  
amount.

or

Unlimited

\*Your Lifetime Maximum Amount will be adjusted to include any inflation option increases, if applicable.

Elimination Period is 90 consecutive days.

Cost

For information, see the discussion  
"WHO PAYS FOR LONG TERM CARE  
INSURANCE?".

In making any benefits determination under the Summary of Benefits, Unum will have the discretionary authority both to determine an insured person's eligibility for benefits and to construe the terms of the Summary of Benefits.

## INTRODUCTION TO THE UNUM PLAN

### WHAT IS THE UNUM PLAN?

The Unum plan provides long term care insurance for you.

### WHAT IS LONG TERM CARE INSURANCE?

Long term care insurance gives financial help if you need care as a result of a loss of functional capacity or cognitive impairment.

#### What is a loss of functional capacity?

A loss of functional capacity means a loss of 2 or more activities of daily living (ADLs) because of a physical or mental incapacity resulting from an injury or a sickness or because of advanced age. Two or more ADL losses must occur while you are insured for long term care insurance.

#### What is a sickness?

A sickness means illness, disease or physical condition which causes a loss of functional capacity beginning while your insurance is in force and which is not excluded.

#### What is advanced age?

Advanced age means frailty or debilitation resulting from the aging process which causes a loss of functional capacity or cognitive impairment beginning while your insurance is in force.

#### What are activities of daily living?

Activities of daily living are the activities you need to do to live independently. They are **BATHING, DRESSING, TOILETING, TRANSFERRING, CONTINENCE** and **EATING**.

- **BATHING** is the ability to wash yourself either in the tub or shower, or by sponge bath, without stand-by assistance. You will be considered able to bathe yourself even if the above tasks can only be performed by using equipment or adaptive devices.
- **DRESSING** is the ability to put on and take off all garments, and medically necessary braces or artificial limbs usually worn, and to fasten or unfasten them, without stand-by assistance. You will be considered able to dress yourself even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- **TOILETING** is the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing, without stand-by assistance. You will be considered able to toilet yourself even if you have an ostomy and are able to empty the equipment yourself, or if you use a commode, bedpan or urinal, and you are able to empty and clean it without stand-by assistance.



- **TRANSFERRING** is the ability to move in and out of a chair or bed without stand-by assistance. You will be considered able to transfer yourself even if you use equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- **CONTINENCE** is the ability to voluntarily control bowel and bladder function, or, in the event of incontinence, the ability to maintain a reasonable level of personal hygiene without stand-by assistance. You will be considered continent even if you cannot control bowel or bladder function, but are able, without stand-by assistance, to maintain a reasonable level of personal hygiene through the use of ostomy supplies or other devices such as catheters or protective undergarments.
- **EATING** is the ability to get nourishment into the body by any means once it has been prepared and made available to you, without stand-by assistance.

#### What is standby assistance?

Standby assistance means that, in the absence of another person's assistance, you would not be able to safely and completely perform an activity of daily living. Stand-by assistance also means that you may need verbal cueing in order to accomplish an activity of daily living or to ensure your safety in accomplishing an activity of daily living.

#### What is cognitive impairment?

Cognitive impairment means a deterioration or loss in intellectual capacity resulting from advanced age, Alzheimer's disease or similar forms of irreversible dementia.

The extent of your cognitive impairment will be determined by clinical evidence and standardized tests which reliably measure your deterioration or loss in the following areas:

- short or long term memory;
- orientation as to:
  - person (such as who you are);
  - place (such as your location);
  - time (such as day, date and year); and
- deductive or abstract reasoning.

If, because of a deterioration or loss in intellectual capacity, you need another person's assistance or verbal cueing for your own protection or for the protection of others, Unum will consider you to have cognitive impairment.

#### **WHO PAYS FOR LONG TERM CARE INSURANCE?**

The coverage under this plan is contributory. This means you pay the full cost of your coverage under Unum's long term care insurance.

#### How is the cost determined?

The premium rate to be paid over the duration of your initial coverage or for any increases is based on your insurance age.

The premium rate will not increase because you grow older or because of your use of the benefits. However, the premium rate schedule may change in the future depending on the overall use of the benefits of all covered persons or changes in the benefit levels, plan design or other risk factors. Any such change will be made on a class basis according to Unum's underwriting risk studies under this type of insurance.

#### How do you pay the premiums?

- If you are an active employee:

The Sponsoring Organization will deduct premiums for your and your spouse's coverage from each paycheck. If you leave employment with the Sponsoring Organization, you and your spouse can continue the same coverage you each had under this plan on a direct billing basis. You pay any premium that applies for portable coverage. For more information, see the discussion: "What happens when group long term care insurance ends?".

- If you are a retired employee:

You may have Unum direct bill you or your authorized representative for the premiums. If the Sponsoring Organization ends coverage, you and your spouse can continue the same coverage you each had under this plan. You pay any premium that applies for portable coverage. For more information, see the discussion: "What happens when group long term care insurance ends?".

- If you are the natural, adoptive or step-parents/grandparents of an active employee or a retired employee, or the natural, adoptive or step-parents/grandparents of the spouse of an active employee or a retired employee:

You may have Unum direct bill you or your authorized representative for the premiums. If the Sponsoring Organization ends coverage, you can continue the same coverage you had under this plan. You pay any premium that applies for portable coverage. For more information, see the discussion: "What happens when group long term care insurance ends?".

#### Is there a grace period?

The Sponsoring Organization, and insured persons who are direct billed, will be allowed a grace period of 45 days after the premium due date for the remittance of each premium amount due. If such premium amount is not remitted within the grace period, coverage will terminate at the end of the grace period.

**WILL PREMIUMS BE WAIVED WHILE YOU ARE RECEIVING A MONTHLY PAYMENT?**

- **If you are receiving a "Long Term Care Facility" monthly payment:**

When benefits become payable, there will be no more cost for your coverage as long as you continue to:

- have a loss of functional capacity or cognitive impairment; and
- reside in a Long Term Care Facility.

**What is a Long Term Care Facility?**

A Long Term Care Facility is:

- an institution, or a distinctly separate part of a hospital, that is licensed or certified as a nursing home (if licensing or certification is required) or operates under the law as a nursing home to provide skilled, intermediate or custodial care and operates under state licensing laws and any other laws that apply; or
- any other institution that meets all of the following tests:
  - is operated as a health care facility under applicable state licensing laws and any other laws;
  - primarily provides nursing care under the orders of a doctor;
  - provides patient care under the supervision of a registered nurse or a licensed practical nurse;
  - regularly provides room and board and continuous 24 hour a day nursing care of sick and injured persons;
  - maintains a daily medical record of each patient who must be under the care of a doctor;
  - is authorized to administer medication to patients on the order of a doctor; and
  - is not, other than incidentally:
    - a home for the mentally retarded, the mentally ill, the blind or the deaf, alcoholics or drug abusers, or
    - a hotel, a domiciliary care home or a residence; or
- a similar institution approved by Unum.

### What is a doctor?

A doctor is a person who is operating within the scope of his/her license, and is either:

- licensed to practice medicine and surgery and prescribe and administer drugs; or
- legally qualified as a medical practitioner and required to be recognized, under this plan for insurance purposes, according to the insurance laws of the governing jurisdiction.

Unum will consider a person to be a doctor only when the person is performing tasks that are within the limits of the person's medical license.

Unum will not recognize:

- you, or
- your or your family member's spouse, daughter, son, parent, sister, brother, grandparent or grandchild

as doctors for claims that you make to Unum for long term care insurance.

- **If you are receiving an "Assisted Living Facility" monthly payment:**

When benefits become payable, there will be no more cost for your coverage as long as you continue to:

- have a loss of functional capacity or cognitive impairment; and
- reside in an Assisted Living Facility.

### What is an Assisted Living Facility?

An Assisted Living Facility is:

- an institution that is licensed by the appropriate licensing agency (if licensing is required) to primarily engage in providing ongoing care and services to a minimum of 10 inpatients in one location and operates under state licensing laws and any other laws that apply; or
- any other institution that meets all of the following tests:
  - provides 24 hour a day care, custodial services and personal care assistance to support needs resulting from a loss of functional capacity or cognitive impairment;
  - has an employee on duty at all times who is awake, trained and ready to provide care;
  - provides 3 meals a day, including special dietary requirements;
  - operates under applicable state licensing laws and any other laws that apply;
  - has formal arrangements for the services of a doctor or nurse to furnish medical care in the event of an emergency;
  - is authorized to administer medication to patients on the order of a doctor; and

- is not, other than incidentally, a home for the mentally retarded, the mentally ill, the blind or the deaf, a hotel or a home for alcoholics or drug abusers; or

NOTE: These requirements are typically met by assisted living facilities that are either free standing facilities or part of a life care community. In general, they are not met by individual residences, boarding homes or independent living units.

- a similar institution approved by Unum.
- If your plan includes the "Total Home Care" Option and you are receiving a "Total Home Care" monthly payment:

When benefits become payable, there will be no more cost for your coverage as long as you continue to have a loss of functional capacity or cognitive impairment.

#### What is Total Home Care?

Total Home Care provides financial help in case you need care at home or another similar place due to a loss of functional capacity or cognitive impairment.

Care may be provided to you by:

- a formal caregiver, such as a Home Health Care Provider, an Adult Day Care Facility, a registered nurse, a licensed practical nurse, etc., or
- an informal caregiver, such as your friends or relatives.

#### **WHO IS ELIGIBLE FOR THE PLAN?**

Persons who may be eligible for the plan are:

Active or retired employees of the Sponsoring Organization and their family members.

### What is an active employee?

An active employee means that you are working for the Sponsoring Organization:

- on a full-time basis for earnings that are paid regularly,
- for a minimum of 20 hours each week, or
- as a Board Member, and
- a part-time employee who is non-benefit eligible but is eligible for voluntary programs and has received a paycheck from a district in the San Diego or Imperial County within the last 12 months,
- at the Sponsoring Organization's usual place of business, or
- at a location to which your job requires you to travel.

Temporary or seasonal employees are excluded.

### What is a retired employee?

A retired employee means that you are at least 55 years of age and have had 10 or more years of active employment with the Sponsoring Organization just prior to your retirement date.

### What is a family member?

A family member means:

- the spouse of an active employee or a retired employee (you must be legally married to your spouse),
- the natural, adoptive or step-parents/grandparents of an active employee or a retired employee, or
- the natural, adoptive or step-parents/grandparents of a spouse of an active employee or a retired employee.

**IF YOU ARE AN ACTIVE EMPLOYEE OR A RETIRED EMPLOYEE,  
WHEN ARE YOU ELIGIBLE FOR LONG TERM CARE COVERAGE,  
WHEN AND HOW DO YOU APPLY?**

### When do you become eligible?

You will be eligible for coverage on the date you enter an eligible class.

### When can you apply for coverage?

- **If you are an active employee:**

The period of time beginning on the date you become eligible for coverage and ending 30 days after that date is called your first enrollment period.

- **During your first enrollment period**, you can apply for base coverage without evidence of insurability. You can apply for additional coverage with evidence of insurability.
- **After your first enrollment period**, you can apply for coverage with evidence of insurability.

- **If you are a retired employee:**

You can apply for coverage, with evidence of insurability, any time after the date you become eligible for coverage.

### How do you apply for coverage?

- **If you are an active employee:**

- **During your first enrollment period:**

You can apply for base coverage by filling out a Benefit Elections Form.

You can apply for additional coverage by filling out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability.

If you do not have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from your Plan Administrator or Unum representative.

After you fill out the Benefit Elections Form and/or Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and/or Application for Long Term Care Insurance to your Plan Administrator or directly to Unum to the address provided to you.

- **After your first enrollment period:**

You can apply for coverage by filling out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability. If you do not have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from your Plan Administrator or Unum representative.

Unum will pay any of the costs that it views as necessary to obtain any evidence of insurability that it requests.

After you fill out the Benefit Elections Form and Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and Application for Long Term Care Insurance to your Plan Administrator or directly to Unum to the address provided to you.

• **If you are a retired employee:**

You can apply for coverage by filling out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability. If you do not already have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from your Plan Administrator or directly from Unum at the address provided to you.

Unum will pay any of the costs that it views as necessary to obtain any evidence of insurability it requests.

After you fill out the Benefit Elections Form and Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and Application for Long Term Care Insurance to your Plan Administrator or directly to Unum to the address provided to you.

**What is evidence of insurability?**

Evidence of insurability includes not only the information you supply on the Application for Long Term Care Insurance, but also may include other proof of your medical history such as test results, medical exams, doctors' statements, etc. Unum may also request that an insurability assessment be performed. Unum will use the medical history as well as information obtained through any insurability assessment to help decide whether to accept or reject an Application for Long Term Care Insurance.



### What is an insurability assessment?

An insurability assessment means a review done by Unum or its designated representative to help in evaluating your cognitive and functional status. It may include:

- a telephone interview with you; and/or
- a face-to-face interview with you at a location selected by Unum or its designated representative.

### **IF YOU ARE A FAMILY MEMBER, WHEN ARE YOU ELIGIBLE FOR LONG TERM CARE COVERAGE, WHEN AND HOW DO YOU APPLY?**

#### When do you become eligible?

You will be eligible for coverage on the date the employee is eligible for coverage.

If you are eligible for coverage as an active employee or a retired employee, you are only eligible for coverage as an employee.

#### When can you apply for coverage?

You can apply for coverage any time after the date you become eligible for coverage.

#### How do you apply for coverage?

To apply for coverage, you must fill out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability. If you do not already have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from Unum at the address provided to you.

Unum will pay any of the costs that it views as necessary to obtain any evidence of insurability it requests.

After you fill out the Benefit Elections Form and Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and Application for Long Term Care Insurance directly to Unum to the address provided to you.

## WHEN DOES COVERAGE BEGIN?

- If you are an active employee:
  - Base coverage applied for within your first enrollment period will begin on the latest of these dates:
    - the plan effective date,
    - 12:01 a.m. on the first day of the month that occurs on or next follows the month in which you become eligible for coverage, or
    - 12:01 a.m. on the first day of the month that occurs on or next follows the date you applied for coverage.
  - Additional coverage applied for within your first enrollment period will begin at 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.
  - Coverage applied for after your first enrollment period will begin at 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.

- If you are a retired employee or a family member:

Coverage applied for will begin on the later of these dates:

- the plan effective date if Unum approves your Application for Long Term Care Insurance on or before that date, or
- 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.

### What if you are an active employee and absent from work on the date your coverage would normally begin?

Coverage will not begin for you if you are absent from work because you are injured, sick, temporarily laid off or on a leave of absence on the date that the coverage would normally begin.

The coverage will begin at 12:01 a.m. on the date you return to work as an active employee.

### What if you are a retired employee or a family member and you are totally disabled on the date your coverage would normally begin?.

Coverage will not begin for you if you are totally disabled on the date that the coverage would normally begin.

The coverage will begin at 12:01 a.m. on the date that you no longer are totally disabled.

What does Unum mean by totally disabled if you are a retired employee or a family member?

You are totally disabled if, because of an injury or a sickness, you are unable to perform each of the duties or activities of a person of the same age and sex in good health.

What if the Sponsoring Organization rehires you?

Usually, you must be in an eligible class continuously for the length of the waiting period in order to become eligible for coverage.

However, if:

- you used to work for the Sponsoring Organization, and
- the Sponsoring Organization hires you again within one year from the date your employment ended,

Unum will count as part of the waiting period the time you were in an eligible class before your employment ended.

**CAN COVERAGE BE CHANGED?**

You can apply at any time to change coverage by filling out a new Benefit Elections Form and an Application for Long Term Care Insurance.

When will the changes take effect?

The changes will take effect at 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.

Increases in the amount of insurance coverage will not take effect on the date they would normally take effect if:

- you are an active employee of the Sponsoring Organization and you are absent from work on that date because you are injured, sick, temporarily laid off or on a leave of absence, or
- you are a retired employee or a family member and you are totally disabled on that date.

The increase or addition in insurance coverage will take effect at 12:01 a.m. on the date:

- you, an active employee of the Sponsoring Organization, return to work as an active employee, and
- you, a retired employee or a family member, no longer are totally disabled.

## WHEN WILL GROUP COVERAGE THROUGH THE PLAN END FOR YOU?

### When will coverage end?

Your coverage will end on the earliest of these dates:

- the date the Summary of Benefits under the policy ends,
- the date you no longer are in an eligible class,
- the date your class no longer is included for insurance,
- the end of the period for which premiums were last remitted to UNUM for your coverage, or
- the date you no longer are an active employee with the Sponsoring Organization

In most cases, however, you may continue coverage after the coverage would normally end. For more information, see the discussion: "What happens when group long term care coverage ends?".

### What if you are absent from work?

If you are absent from work for any reason, you will continue to be covered for group coverage if the Sponsoring Organization continues to remit to UNUM the premium for the coverage.

### What happens when group long term care coverage ends?

If group long term care coverage ends, you or your authorized representative may elect portable coverage for you. This means that the same coverage you had under this plan can continue on a direct billing basis. Retired employees and any other persons who are direct billed will automatically transfer to portable coverage.

But, if your group long term care coverage ends because you chose to have premium payments stopped for your coverage, you may not elect portable coverage.

Any election for portable coverage must be made within 31 days of the date the group coverage would otherwise end. If so elected, you are a portable insured.

Any premium that applies must be paid directly to UNUM by you for any portable coverage to be continued.

Also, the premium rate schedule for portable coverage may change in the future, depending on the overall use of the benefits by all covered persons or changes in the benefit levels or other risk factors. Any such change will be made on a class basis according to UNUM's underwriting risk studies.

### Can coverage be changed once on portability?

You can apply at any time to increase coverage by filling out a new Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability.

## LONG TERM CARE INSURANCE

### WHAT ARE LONG TERM CARE BENEFITS?

A long term care benefit will be paid to you for a loss of functional capacity or cognitive impairment according to the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS. The amount of the monthly payment will depend on:

- the long term care plan of coverage you choose;
- any options you choose, if available; and
- the place of residence used for long term care.

### What is the Lifetime Maximum Amount you can receive under the Summary of Benefits?

The Lifetime Maximum Amount is the maximum Unum will pay you for all long term care benefits. You have your own Lifetime Maximum Amount.

The Lifetime Maximum Amount under the Summary of Benefits for this certificate is shown in the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS.

Your Lifetime Maximum Amount will be adjusted to include any inflation option increases, if applicable.

### HOW DO YOU QUALIFY TO RECEIVE LONG TERM CARE MONTHLY PAYMENTS?

To qualify to receive monthly payments from Unum:

- **If you are residing in a Long Term Care Facility, or an Assisted Living Facility, you must:**
  - suffer a loss of functional capacity or cognitive impairment while insured for a "Long Term Care Facility" or "Assisted Living Facility" amount under this long term care insurance;
  - be under the regular care of a doctor according to the condition; and
  - give Unum proof that you have suffered a loss of functional capacity or cognitive impairment.
- **If your plan includes the "Total Home Care" option and you are residing at home or another similar place, you must:**
  - suffer a loss of functional capacity or cognitive impairment while insured for a "Total Home Care" amount under this long term care insurance;
  - be under the regular care of a doctor according to the condition;
  - be receiving care at home or another similar place; and
  - give Unum proof that you have suffered a loss of functional capacity or cognitive impairment.

## **WHEN WILL YOU RECEIVE MONTHLY PAYMENTS FOR LONG TERM CARE?**

If you have completed the Elimination Period, Unum's monthly payments will become payable on the day after you complete the Elimination Period.

Unum will not send any monthly payments to you if you have not completed the Elimination Period.

### **What is the Elimination Period?**

The Elimination Period is the number of consecutive days during which you must continue to qualify to receive long term care monthly payments before benefits can become payable. For information on how to qualify to receive long term care monthly payments see the discussion "HOW DO YOU QUALIFY TO RECEIVE LONG TERM CARE MONTHLY PAYMENTS?".

If your plan does not include "Total Home Care", the entire Elimination Period must be completed while residing in a Long Term Care Facility and/or an Assisted Living Facility.

The Elimination Period under the Summary of Benefits for this certificate is shown in the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS.

## **HOW MUCH WILL UNUM PAY IF YOU HAVE A LOSS OF FUNCTIONAL CAPACITY OR COGNITIVE IMPAIRMENT?**

If you have a loss of functional capacity or cognitive impairment, Unum will send the payment to you each month. The amount of the monthly payment will be based on the plan(s) and option(s), if available, that you have chosen from the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS. See your CONFIRMATION FORM to determine the amount Unum will pay you each month.

- If you are eligible for a "Long Term Care Facility" payment for a period that is less than one month, Unum will pay 1/30th of your "Long Term Care Facility" Monthly Benefit Maximum for each day that you:
  - have a loss of functional capacity or cognitive impairment; and
  - reside in a Long Term Care Facility.
- If you are eligible for an "Assisted Living Facility" payment for a period that is less than one month, Unum will pay 1/30th of your "Assisted Living Facility" Monthly Benefit Maximum for each day that you:
  - have a loss of functional capacity or cognitive impairment; and
  - reside in an Assisted Living Facility.
- If your plan includes the "Total Home Care" option and you are eligible for a "Total Home Care" payment for a period that is less than one month, Unum will pay 1/30th of your "Total Home Care" Monthly Benefit Maximum for each day that you have a loss of functional capacity or cognitive impairment.

## **HOW LONG WILL UNUM CONTINUE TO PAY YOU FOR LONG TERM CARE BENEFITS?**

Unum will continue monthly payments to you for long term care benefits until the earliest of the following dates:

- the date you no longer have a loss of functional capacity or cognitive impairment,
- the date you die,
- the date you no longer qualify to receive a monthly payment under the long term care plan of coverage you chose, or
- the date your total benefit payments equal the Lifetime Maximum Amount.

## **CAN LONG TERM CARE BENEFITS BE INCREASED TO PROTECT AGAINST INCREASING COST?**

Yes.

- If you choose the capped Simple Growth Inflation Protection Option at the time of enrollment, your coverage will be increased by 5% of your initial amount on January 1st of the next calendar year. Subsequent 5% increases will:
  - be added, each January 1st after that, to your initial amount of coverage; and
  - continue to occur until your amount of coverage has been increased to 200% of your initial amount of coverage.
- If you choose the capped Simple Growth Inflation Protection Option when you apply for additional coverage, your additional coverage will be increased by 5% of your additional amount on January 1st of the next calendar year. Subsequent 5% increases will:
  - be added, each January 1st after that, to your additional amount of coverage; and
  - continue to occur until your additional amount of coverage has been increased to 200% of your additional amount of coverage.
- **FOR EXAMPLE:** A monthly benefit amount of \$1,000 will be increased by \$50 each calendar year until the amount of coverage equals \$2,000 which is 200% of the beginning monthly benefit amount.

As long as your coverage remains in effect, these inflation increases will occur automatically regardless of your health or whether or not you have suffered a loss of functional capacity or cognitive impairment.

No inflation increases will be made after the end of the period for which premiums were last remitted to Unum for your coverage.

**CAN YOU RECEIVE ANY PAYMENTS WHILE YOU ARE RECEIVING RESPITE CARE IF UNUM IS NOT YET MAKING LONG TERM CARE MONTHLY PAYMENTS?**

Yes. If you qualify for a Home or another similar place monthly benefit but are not yet receiving monthly payments because you:

- have not yet completed the Elimination Period; or
- have completed the Elimination Period but have chosen to postpone receipt of benefits in order to preserve your Lifetime Maximum Amount

Unum will make payments to you for each day you receive respite care for up to 15 days each calendar year. The amount of your payment will equal 1/30th of your Home or another similar place Monthly Benefit Maximum for each day that you receive respite care. Payments made to you for respite care will reduce your Lifetime Maximum Amount under the Summary of Benefits.

You **do not** have to complete the Elimination Period for respite care payments to become payable.

Premiums are not waived while you are receiving a payment for respite care.

**What is respite care?**

Respite care means care provided to you for a short period of time to allow your informal caregiver a break from their caregiving responsibilities.

Respite care may be provided to you by:

- a formal caregiver, such as a Home Health Care Provider, an Adult Day Care Facility, a registered nurse, a licensed practical nurse, or
- an informal caregiver such as a friend or relative.

**WHAT IF YOU HAVE A LOSS OF FUNCTIONAL CAPACITY OR COGNITIVE IMPAIRMENT AGAIN AFTER RECEIVING LONG TERM CARE PAYMENTS FROM UNUM?**

If you have a loss of functional capacity or cognitive impairment which begins after the date Unum stopped making long term care payments to you for the previous loss, you **do not** have to satisfy a new Elimination Period. Unum will pay long term care benefits to you until the earliest of the dates listed in the discussion "HOW LONG WILL UNUM CONTINUE TO PAY YOU FOR LONG TERM CARE BENEFITS?".



## WHAT IS NOT COVERED FOR LONG TERM CARE?

Unum will not make long term care payments to you for:

- losses caused by war (whether declared or not) or any act of war,
- losses caused by attempted suicide (while sane or insane) or self-destruction,
- losses caused by a commission of a crime for which you have been convicted under state or federal law or attempting to commit a crime under state or federal law,
- losses or confinements during which you are outside the United States, its territories or possessions for longer than 30 days,
- any days over fifteen days in each calendar year during which you are confined in any facility for acute care (acute care is medical care obtained as a result of an injury or a sickness requiring immediate medical intervention),
- losses caused by alcoholism,
- losses caused by voluntary use of any controlled substance unless the controlled substance is prescribed for you by a doctor. ("Controlled substance" is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.), or
- losses caused by psychological or psychiatric conditions which include:
  - depression,
  - generalized anxiety disorders,
  - personality disorders,
  - schizophrenia, or
  - manic depressive disorders

whether treated by drugs, counseling or other forms of therapy.

However, Unum will make payments to you for conditions that are not psychological or psychiatric in nature, including Alzheimer's disease, multi-infarct dementia, or Parkinson's disease.

## WILL UNUM MAKE ANY PAYMENT TO YOU IF YOU HAD A CONDITION BEFORE UNUM'S LONG TERM CARE COVERAGE BEGINS?

Unum will not make any payments to you for any loss of functional capacity or cognitive impairment that:

- is caused by, contributed to by, or results from a preexisting condition, and
- begins during the first six months after your coverage begins.

A preexisting condition is any condition that exists for which you:

- received medical treatment, consultation, care, or services, including diagnostic measures for the condition, or
- took drugs or medicines that were prescribed for the condition,

during the six month period right before your coverage began.

Unum calls this a preexisting condition.

This preexisting conditions exclusion will apply to all insurance that does not require evidence of insurability.

**Note:** A pre-existing condition is not the same as a loss of ADLs or cognitive impairment that existed before your effective date of coverage.

If you have a **loss** of ADLs or cognitive **impairment** before your effective date of coverage, that **loss** or **impairment** will never be covered.

If you have a **condition** that exists prior to your effective date of coverage and has not resulted in a loss of ADL or cognitive impairment, that condition may be a pre-existing condition. If it is a pre-existing condition and you have a **loss** of 2 or more ADLs or cognitive impairment caused by, contributed to by or resulting from that pre-existing condition during the first 6 months **after your effective date of coverage**, these losses or impairment will not be covered.

#### **CAN UNUM HELP YOU REGAIN FUNCTIONAL CAPACITY OR COGNITIVE FUNCTION?**

While you continue to have a loss of functional capacity or cognitive impairment, Unum may suggest alternate care designed to help you regain the functional capacity to engage in the activities of daily living or regain cognitive function. Examples of alternate care may include, but are not limited to:

- a rehabilitation program;
- home modifications for wheelchair access; and
- certain types of medical equipment or hardware purchases.

The terms of alternate care and the actual expenses that Unum will pay will be subject to written mutual agreement between Unum and you or your authorized representative. When appropriate, Unum may pay reasonable expenses which are not otherwise payable by Medicare, Medicaid or other insurance.

If, for any reason, you do not wish to accept alternate care, your benefits will continue according to the provisions of the Summary of Benefits.

## **GENERAL INFORMATION**

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

Unum considers any statements you make for insurance in any signed application(s) for initial coverage and/or any subsequent changes in coverage to be complete and true to the best of your knowledge and belief. If any of these statements are not complete and/or not true at the time they are made, Unum can:

- reduce or deny any claim, or
- terminate insurance from the original effective date.

Unum must use only the statements made in the signed application(s) as a basis for doing this.

Unum can take these actions only in the first 2 years your initial coverage or changes in coverage is in force.

### **CAN THE SPONSORING ORGANIZATION ACT AS UNUM'S AGENT?**

For all purposes of the Summary of Benefits, the Sponsoring Organization acts on its own behalf or as the employee's agent. Under no circumstances will the Sponsoring Organization be deemed Unum's agent.

## **CLAIM INFORMATION**

### **WHEN DO YOU FILE A CLAIM FOR LONG TERM CARE PAYMENTS?**

Written notice of a claim must be given within 30 days after the date that your loss of functional capacity or cognitive impairment began or as soon as it is reasonably possible to do so.

If you do not have a Long Term Care Notice of Claim Form, you can get one from the Sponsoring Organization's Plan Administrator, or your Unum representative, or you can notify Unum in writing that you want to make a claim. If you do not receive the form from Unum within 15 days after writing, send Unum proof of the claim without the form.

You must send Unum proof of claim for long term care payments no later than 90 days after the end of the first monthly period for which you are eligible to receive long term care payments from Unum. If you cannot send Unum proof within this 90-day period, you must send Unum proof as soon as it is reasonably possible to do so, but in no event more than one year after the time proof is otherwise required.

The proof of your claim must tell Unum:

- what the loss of functional capacity or cognitive impairment is,
- the date that the loss of functional capacity or cognitive impairment began,
- the cause of the loss of functional capacity or cognitive impairment,
- the address of the place of residence used for long term care, and
- the name and address of your attending doctor(s).

### **HOW DO YOU FILE A CLAIM FOR LONG TERM CARE PAYMENTS?**

You or your authorized representative must fill out, detach and mail the Notice of Claim postcard to Unum. This postcard is provided as an attachment to the Long Term Care Claim Form.

You or your authorized representative must also fill out the Long Term Care Claim Form and send it to Unum. If you have enough information to fully complete and send the Long Term Care Claim Form, you do not need to send the Notice of Claim postcard separately.

Once Unum receives the Notice of Claim postcard and/or the Long Term Care Claim Form, a Claims Representative will contact you or your authorized representative to review the information on the form(s) and answer any questions you may have.

As part of proof of claim, Unum may request that a claims assessment be performed.

Unum may also send your attending doctor(s) a Long Term Care Attending Physician's Initial Statement Form to fill out and send to Unum. In some cases, Unum may require additional Attending Physician's Progress Statements if you continue to have a loss of functional capacity or cognitive impairment.

After you have filed a claim, Unum may also require you to be examined by a doctor or other medical practitioner of Unum's choice. Unum will pay for the examination. Unum can require an examination as often as it is reasonable to do so.

Unum may require you or your authorized representative to give it authorization to obtain additional medical and nonmedical information as part of the proof of claim.

#### What is a claims assessment?

A claims assessment means a review done by Unum or its designated representative to help in evaluating the status of your loss of functional capacity or cognitive impairment. It may include:

- a telephone interview with you; and/or
- a face-to-face interview with you at a location selected by Unum or its designated representative.

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

You or an authorized representative may not sue on your claim before 60 days after proof of loss has been given to Unum. You or an authorized representative may not sue after 3 years from the time proof of loss is required.

#### **WHEN WILL UNUM BEGIN TO SEND YOU LONG TERM CARE PAYMENTS?**

When Unum receives acceptable proof of your claim for long term care payments, Unum will begin to send you long term care payments if you have satisfied any applicable Elimination Period.

Unum will send you a lump sum payment to cover the period of time between the day you became eligible for benefit payments and the day you were approved for benefit payments. Unum will then send you a payment each month during any remaining period of loss of functional capacity or cognitive impairment for which you are eligible to receive long term care payments. For information about how long Unum will continue to send long term care payments, see "HOW LONG WILL UNUM CONTINUE TO PAY FOR LONG TERM CARE BENEFITS?".

#### **HOW DOES UNUM'S RIGHT OF RECOVERY AFFECT YOUR CLAIM?**

Unum has the right to recover any overpayments made because of any error Unum makes in processing your claim.

Group Long Term Care Insurance  
Summary of Benefits  
Non Participating

IDENTIFICATION NUMBER: 105237  
EFFECTIVE DATE OF COVERAGE: July 1, 1995  
PREMIUM DUE DATES: July 1 and the first day  
of each following month.  
GOVERNING JURISDICTION: Maine  
ANNIVERSARY DATE: October 1, 1995 and each  
following October 1.

UNUM Life Insurance Company of America  
insures the employees of

San Diego County Superintendent of Schools as Authorized Agent  
for the San Diego County Schools Fringe Benefits Consortium

(the Sponsoring Organization)  
under the  
Select Group Insurance Trust  
Policy No. 292000

UNUM Life Insurance Company of America will pay the benefits provided in this Summary of Benefits. UNUM makes this promise subject to all of this Summary of Benefits' provisions. Throughout this Summary of Benefits, UNUM means UNUM Life Insurance Company of America.

The Sponsoring Organization should read this Summary of Benefits carefully and contact UNUM with any questions.

This Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974.

Signed for UNUM at Portland, Maine on the Effective Date of Coverage.



Secretary



President

UNUM Life Insurance Company of America

## **WHAT DOES THE ENTIRE CONTRACT CONSIST OF FOR THE SPONSORING ORGANIZATION?**

The entire contract consists of the following parts:

- This Summary of Benefits and any attachments issued to the Sponsoring Organization. Insured persons are entitled to examine a copy of the Summary of Benefits during regular office hours at the Sponsoring Organization's place of business.
- The certificates of insurance and any attachments issued to insured persons. Insured persons are:
  - an active employee or a retired employee who is eligible for Unum benefits,
  - the spouse of an active employee or a retired employee (you must be legally married to your spouse),
  - the natural, adoptive or step-parents/grandparents of an active employee or a retired employee, or
  - the natural, adoptive or step-parents/grandparents of a spouse of an active employee or a retired employee.
- Any signed applications or written statements of the Sponsoring Organization or insured persons.

This Summary of Benefits is issued in consideration of the application and the remittance of the premium. It is subject to the terms and conditions stated on the attached pages, all of which are a part of it.

## **IS THIS SUMMARY OF BENEFITS GUARANTEED RENEWABLE?**

This Summary of Benefits is guaranteed renewable on each Anniversary Date.

### **What does Unum mean by Guaranteed Renewable?**

Guaranteed renewable means that this Summary of Benefits will continue in force subject to the following conditions:

- the Sponsoring Organization promptly gives Unum any information that Unum requires;
- the Sponsoring Organization performs all of its obligations that relate to this Summary of Benefits; and
- the Sponsoring Organization continues to remit all premiums due within the grace period.

## **CAN THIS SUMMARY OF BENEFITS BE CHANGED?**

This Summary of Benefits may be changed in whole or in part. Only an officer or a registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this Summary of Benefits.

No other person, including an agent, may change this Summary of Benefits or waive any part of it.

## **HOW CAN STATEMENTS MADE IN ANY APPLICATION FOR INSURANCE BE USED?**

All statements made in any application are considered representations and not warranties (absolute guarantees). No statements by:

- the Sponsoring Organization in applying for coverage under the policy will make this contract void unless the statements are misrepresentations contained in the signed application. Unum can take this action in the first 2 years that this Summary of Benefits is in force. Unum cannot contest this contract after the plan has been in force for 2 years in a row except that the long term care insurance plan will end at any time if the Sponsoring Organization does not remit to Unum the premiums required for this insurance, or
- any person in applying for insurance under this Summary of Benefits will be used to reduce or deny a claim or terminate insurance unless the statements are misrepresentations contained in the signed application. Unum can take these actions only in the first 2 years the insured person's insurance is in force.

## **WHAT DOES UNUM DO WITH THE INFORMATION THE SPONSORING ORGANIZATION GIVES UNUM?**

### What information does Unum need to have on file?

Unum keeps on file required information that the Sponsoring Organization gives Unum about this insurance. This will include information about people:

- who become eligible to receive coverage,
- who change the amount of their coverage, or
- whose coverage ends.

The Sponsoring Organization must give Unum this information at regular intervals.

Unum also will be allowed to look at any of the Sponsoring Organization's records that Unum believes have a bearing on this insurance. Unum may do this at any reasonable time.

### What if the information Unum has is incorrect?

If the Sponsoring Organization gives Unum information that is inaccurate about a person:

- Unum will use the corrected factual information to decide whether the person can receive coverage under this Summary of Benefits, and
- Unum will make a fair adjustment of the premium.



## **WILL UNUM PROVIDE A CERTIFICATE TO INSURED PERSONS?**

Unum will provide certificates to insured persons.

## **CAN THE SPONSORING ORGANIZATION ACT AS UNUM'S AGENT?**

For all purposes of this Summary of Benefits, the Sponsoring Organization acts on its own behalf or as the employees' agent. Under no circumstances will the Sponsoring Organization be deemed Unum's agent.

## **CAN THIS SUMMARY OF BENEFITS BE TERMINATED?**

This Summary of Benefits can be terminated:

- by Unum, or
- by the Sponsoring Organization.

This Summary of Benefits terminates automatically under certain circumstances. However, if this Summary of Benefits is terminated, an insured person can continue long term care coverage on a direct billing basis. The insured person pays any premium that applies for portable coverage. The premium rate for portable coverage will not be more than 1.5 times the premium rates described in the section entitled "**WHAT ARE THE PREMIUM RATES?**". For more information see the discussion: "What happens when group long term care insurance ends?".

### When can Unum terminate this Summary of Benefits?

Unum can terminate this Summary of Benefits if:

- the Sponsoring Organization does not promptly give Unum any information that Unum requires, or
- the Sponsoring Organization fails to perform any of its obligations that relate to this Summary of Benefits.

However, Unum cannot nonrenew or otherwise terminate this Summary of Benefits because the insured persons grow older or because of the insured persons use of the benefits.

### When can the Sponsoring Organization terminate this Summary of Benefits?

The Sponsoring Organization can terminate this Summary of Benefits on any date. To terminate this Summary of Benefits, the Sponsoring Organization must deliver written notice to Unum at least 45 days before the termination date.

If the Sponsoring Organization and Unum both agree, this Summary of Benefits may be terminated less than 45 days after the Sponsoring Organization or Unum gives notice of the termination. However, this Summary of Benefits will not be terminated during any period for which the Sponsoring Organization has remitted the premium.

### When will this Summary of Benefits automatically terminate?

This Summary of Benefits will automatically terminate if the Sponsoring Organization does not remit all premiums due within 45 days -- the grace period -- after the date the premium is due. This Summary of Benefits will terminate at 12:00 midnight on the 45th day after the premium is due.

The Sponsoring Organization must remit all of the premiums for the entire time that this Summary of Benefits is in effect and will be liable to Unum for any premiums that it does not remit.

### Will Unum pay claims after this Summary of Benefits is terminated?

If this Summary of Benefits is terminated, Unum will still pay any payable claim for an insured person's loss of functional capacity or cognitive impairment which began while this Summary of Benefits was in effect.

Unum will pay this claim until the earliest of the dates listed in the discussion "HOW LONG WILL UNUM CONTINUE TO PAY YOU FOR LONG TERM CARE BENEFITS?".

### **DOES THIS SUMMARY OF BENEFITS REPLACE OR AFFECT WORKERS' OR WORKMEN'S COMPENSATION INSURANCE?**

This Summary of Benefits does not:

- replace Workers' or Workmen's Compensation insurance, or
- affect the requirements for coverage by Workers' or Workmen's Compensation insurance.

### **WHAT ARE THE PREMIUM RATES?**

The premium charges will be figured at the premium rates shown below. Unum may change the premium rates when the terms of this Summary of Benefits are changed.

An insured person's premium rates will not be changed solely due to that person's age or use of the long term care coverage. Any such change will be made on a class basis according to Unum's underwriting risk studies under this type of insurance coverage. Each change shall be made by written notice to the Sponsoring Organization, and insured persons who are direct billed by Unum, at least 45 days in advance of the change. Premium rate changes may take effect on an earlier date when both Unum and the Sponsoring Organization agree.

### Rate Guarantee

No change in premium rates will become effective prior to July 1, 1998 unless the terms of the Sponsoring Organization's plan of insurance are changed.

### **WHEN ARE PREMIUMS DUE AND HOW ARE PREMIUMS CALCULATED?**

The Sponsoring Organization, and insured persons who are direct billed, must remit all premiums due under this Summary of Benefits, including any adjustments, on or before the respective premium-due dates. The first premium-due date will be the Effective Date of Coverage. Subsequent premiums will be due on or before the premium-due dates specified on the face page of this Summary of Benefits or on the direct bill. Premiums must be remitted to Unum's Home Office in United States Dollars. Unum's Home Office is located at 2211 Congress Street, Portland, Maine 04122.

Calculations for premium payment will be based on:

- the sum of the coverages provided under this Summary of Benefits, and
- the insurance age of each enrolled person.

Premiums for additional, increased, or terminated insurance may cause a pro-rata adjustment on the next premium-due date.

Adjustments for premiums will be made only for the current insurance year and the prior insurance year.

In the case of fraud, adjustments for premiums will be made for other insurance years as well.

### **IS THERE A GRACE PERIOD?**

A grace period of 45 days after the premium-due date will be allowed the Sponsoring Organization, and insured persons who are direct billed, for the remittance of each premium amount due. If such premium amount is not remitted within the grace period, coverage will terminate at the end of the grace period.

This Certificate of Insurance is a part of the entire contract. This certificate is subject to the terms and conditions stated on the attached pages, all of which are part of the Summary of Benefits. The Summary of Benefits is a part of the Select Group Insurance Trust situated in Maine. Fleet Bank of Maine is the Trustee.

Group Identification Number: 105237

**Caution:** If you completed an Application for Long Term Care Insurance which included evidence of insurability, the issuance of this long term care insurance certificate was based upon your responses to the questions on your application. A copy of your Application for Long Term Care Insurance was retained by you when you applied. If your answers are incorrect or untrue, UNUM has the right to deny benefits or rescind your coverage. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact UNUM at this address: UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.

- Insured persons are entitled to examine a copy of the Summary of Benefits during regular office hours at the Sponsoring Organization's place of business.
- Insured persons also are entitled to examine a copy of the Master Policy by contacting UNUM directly.
- You have a 30 day right to examine this certificate.

If, after examining this certificate, you are not satisfied for any reason, you may withdraw your enrollment in this plan by returning this certificate within 30 days of its delivery to you. The certificate, together with a written request for such withdrawal, must be sent to:

- if you are an active employee or a spouse of an active employee, the Sponsoring Organization's Plan Administrator,
- if you are a retired employee or a family member other than a spouse of an active employee, UNUM, P.O. Box 9744, Portland, Maine 04104-9868.

Upon receipt, your insurance will be deemed void from its effective date and any premium contribution(s) paid will be returned.

- Throughout this certificate:
  - "you" or "your" means an active employee or a retired employee who is eligible for UNUM benefits.

Also, "you", "your" or "family member" means:

- the spouse of an active employee or a retired employee (you must be legally married to your spouse),
- the natural, adoptive or step-parents/grandparents of an active employee or a retired employee, or
- the natural, adoptive or step-parents/grandparents of a spouse of an active employee or a retired employee.

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## SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS

### Eligibility and participation

You are eligible for the plan if you are an active employee or a retired employee of the Sponsoring Organization or any divisions, subsidiaries or affiliated companies of the Sponsoring Organization:

Your family members are also eligible for the plan. Family members include your:

- spouse (you must be legally married to your spouse),
- natural, adoptive or step-parents/grandparents, or
- spouse's natural, adoptive or step-parents/grandparents.

Temporary or seasonal employees are excluded.

### BASE COVERAGE

- **Monthly Benefit Amount\***

#### Residence

Long Term Care Facility \$1,000

Assisted Living Facility An amount equal to 60% of your "Long Term Care Facility" amount.

**The Lifetime Maximum Amount\* payable is:**

24 X the  
"Long Term  
Care Facility"  
amount.

\*Your Monthly Benefit Amount will be adjusted to include any inflation option increases, if applicable.



## AVAILABLE OPTIONS

- **Monthly Benefit Amount\***

Residence

Long Term Care Facility

Amounts in \$1,000 units:

- . Minimum - 1 Unit (\$1,000)
- . Maximum - 5 Units (\$5,000)

Assisted Living Facility

An amount equal to 60% of your "Long Term Care Facility" amount.

Residence

Home or another similar place

- Total Home Care

An amount equal to 50% of your "Long Term Care Facility" amount.

- **Capped Simple Growth Inflation Protection Option**

\*Your Monthly Benefit Amount will be adjusted to include any inflation option increases, if applicable.

**The Lifetime Maximum Amount\* payable is:**

48 X the  
"Long Term  
Care Facility"  
amount.

or

Unlimited

\*Your Lifetime Maximum Amount will be adjusted to include any inflation option increases, if applicable.

Elimination Period is 90 consecutive days.

Cost

For information, see the discussion  
"WHO PAYS FOR LONG TERM CARE  
INSURANCE?".

In making any benefits determination under the Summary of Benefits, Unum will have the discretionary authority both to determine an insured person's eligibility for benefits and to construe the terms of the Summary of Benefits.

## INTRODUCTION TO THE UNUM PLAN

### WHAT IS THE UNUM PLAN?

The Unum plan provides long term care insurance for you.

### WHAT IS LONG TERM CARE INSURANCE?

Long term care insurance gives financial help if you need care as a result of a loss of functional capacity or cognitive impairment.

#### What is a loss of functional capacity?

A loss of functional capacity means a loss of 2 or more activities of daily living (ADLs) because of a physical or mental incapacity resulting from an injury or a sickness or because of advanced age. Two or more ADL losses must occur while you are insured for long term care insurance.

#### What is a sickness?

A sickness means illness, disease or physical condition which causes a loss of functional capacity beginning while your insurance is in force and which is not excluded.

#### What is advanced age?

Advanced age means frailty or debilitation resulting from the aging process which causes a loss of functional capacity or cognitive impairment beginning while your insurance is in force.

#### What are activities of daily living?

Activities of daily living are the activities you need to do to live independently. They are **BATHING, DRESSING, TOILETING, TRANSFERRING, CONTINENCE and EATING.**

- **BATHING** is the ability to wash yourself either in the tub or shower, or by sponge bath, without stand-by assistance. You will be considered able to bathe yourself even if the above tasks can only be performed by using equipment or adaptive devices.
- **DRESSING** is the ability to put on and take off all garments, and medically necessary braces or artificial limbs usually worn, and to fasten or unfasten them, without stand-by assistance. You will be considered able to dress yourself even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- **TOILETING** is the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing, without stand-by assistance. You will be considered able to toilet yourself even if you have an ostomy and are able to empty the equipment yourself, or if you use a commode, bedpan or urinal, and you are able to empty and clean it without stand-by assistance.

- **TRANSFERRING** is the ability to move in and out of a chair or bed without stand-by assistance. You will be considered able to transfer yourself even if you use equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- **CONTINENCE** is the ability to voluntarily control bowel and bladder function, or, in the event of incontinence, the ability to maintain a reasonable level of personal hygiene without stand-by assistance. You will be considered continent even if you cannot control bowel or bladder function, but are able, without stand-by assistance, to maintain a reasonable level of personal hygiene through the use of ostomy supplies or other devices such as catheters or protective undergarments.
- **EATING** is the ability to get nourishment into the body by any means once it has been prepared and made available to you, without stand-by assistance.

#### What is standby assistance?

Standby assistance means that, in the absence of another person's assistance, you would not be able to safely and completely perform an activity of daily living. Stand-by assistance also means that you may need verbal cueing in order to accomplish an activity of daily living or to ensure your safety in accomplishing an activity of daily living.

#### What is cognitive impairment?

Cognitive impairment means a deterioration or loss in intellectual capacity resulting from advanced age, Alzheimer's disease or similar forms of irreversible dementia.

The extent of your cognitive impairment will be determined by clinical evidence and standardized tests which reliably measure your deterioration or loss in the following areas:

- short or long term memory;
- orientation as to:
  - person (such as who you are);
  - place (such as your location);
  - time (such as day, date and year); and
- deductive or abstract reasoning.

If, because of a deterioration or loss in intellectual capacity, you need another person's assistance or verbal cueing for your own protection or for the protection of others, Unum will consider you to have cognitive impairment.

#### **WHO PAYS FOR LONG TERM CARE INSURANCE?**

The coverage under this plan is contributory. This means you pay the full cost of your coverage under Unum's long term care insurance.

#### How is the cost determined?

The premium rate to be paid over the duration of your initial coverage or for any increases is based on your insurance age.

The premium rate will not increase because you grow older or because of your use of the benefits. However, the premium rate schedule may change in the future depending on the overall use of the benefits of all covered persons or changes in the benefit levels, plan design or other risk factors. Any such change will be made on a class basis according to Unum's underwriting risk studies under this type of insurance.

How do you pay the premiums?

- If you are an active employee:

The Sponsoring Organization will deduct premiums for your and your spouse's coverage from each paycheck. If you leave employment with the Sponsoring Organization, you and your spouse can continue the same coverage you each had under this plan on a direct billing basis. You pay any premium that applies for portable coverage. For more information, see the discussion: "What happens when group long term care insurance ends?".

- If you are a retired employee:

You may have Unum direct bill you or your authorized representative for the premiums. If the Sponsoring Organization ends coverage, you and your spouse can continue the same coverage you each had under this plan. You pay any premium that applies for portable coverage. For more information, see the discussion: "What happens when group long term care insurance ends?".

- If you are the natural, adoptive or step-parents/grandparents of an active employee or a retired employee, or the natural, adoptive or step-parents/grandparents of the spouse of an active employee or a retired employee:

You may have Unum direct bill you or your authorized representative for the premiums. If the Sponsoring Organization ends coverage, you can continue the same coverage you had under this plan. You pay any premium that applies for portable coverage. For more information, see the discussion: "What happens when group long term care insurance ends?".

Is there a grace period?

The Sponsoring Organization, and insured persons who are direct billed, will be allowed a grace period of 45 days after the premium due date for the remittance of each premium amount due. If such premium amount is not remitted within the grace period, coverage will terminate at the end of the grace period.

**WILL PREMIUMS BE WAIVED WHILE YOU ARE RECEIVING A MONTHLY PAYMENT?**

- **If you are receiving a "Long Term Care Facility" monthly payment:**

When benefits become payable, there will be no more cost for your coverage as long as you continue to:

- have a loss of functional capacity or cognitive impairment; and
- reside in a Long Term Care Facility.

**What is a Long Term Care Facility?**

A Long Term Care Facility is:

- an institution, or a distinctly separate part of a hospital, that is licensed or certified as a nursing home (if licensing or certification is required) or operates under the law as a nursing home to provide skilled, intermediate or custodial care and operates under state licensing laws and any other laws that apply; or
- any other institution that meets all of the following tests:
  - is operated as a health care facility under applicable state licensing laws and any other laws;
  - primarily provides nursing care under the orders of a doctor;
  - provides patient care under the supervision of a registered nurse or a licensed practical nurse;
  - regularly provides room and board and continuous 24 hour a day nursing care of sick and injured persons;
  - maintains a daily medical record of each patient who must be under the care of a doctor;
  - is authorized to administer medication to patients on the order of a doctor; and
  - is not, other than incidentally:
    - a home for the mentally retarded, the mentally ill, the blind or the deaf, alcoholics or drug abusers, or
    - a hotel, a domiciliary care home or a residence; or
- a similar institution approved by Unum.

### What is a doctor?

A doctor is a person who is operating within the scope of his/her license, and is either:

- licensed to practice medicine and surgery and prescribe and administer drugs; or
- legally qualified as a medical practitioner and required to be recognized, under this plan for insurance purposes, according to the insurance laws of the governing jurisdiction.

Unum will consider a person to be a doctor only when the person is performing tasks that are within the limits of the person's medical license.

Unum will not recognize:

- you, or
- your or your family member's spouse, daughter, son, parent, sister, brother, grandparent or grandchild

as doctors for claims that you make to Unum for long term care insurance.

- **If you are receiving an "Assisted Living Facility" monthly payment:**

When benefits become payable, there will be no more cost for your coverage as long as you continue to:

- have a loss of functional capacity or cognitive impairment; and
- reside in an Assisted Living Facility.

### What is an Assisted Living Facility?

An Assisted Living Facility is:

- an institution that is licensed by the appropriate licensing agency (if licensing is required) to primarily engage in providing ongoing care and services to a minimum of 10 inpatients in one location and operates under state licensing laws and any other laws that apply; or
- any other institution that meets all of the following tests:
  - provides 24 hour a day care, custodial services and personal care assistance to support needs resulting from a loss of functional capacity or cognitive impairment;
  - has an employee on duty at all times who is awake, trained and ready to provide care;
  - provides 3 meals a day, including special dietary requirements;
  - operates under applicable state licensing laws and any other laws that apply;
  - has formal arrangements for the services of a doctor or nurse to furnish medical care in the event of an emergency;
  - is authorized to administer medication to patients on the order of a doctor; and

- is not, other than incidentally, a home for the mentally retarded, the mentally ill, the blind or the deaf, a hotel or a home for alcoholics or drug abusers; or

NOTE: These requirements are typically met by assisted living facilities that are either free standing facilities or part of a life care community. In general, they are not met by individual residences, boarding homes or independent living units.

- a similar institution approved by Unum.
- If your plan includes the "Total Home Care" Option and you are receiving a "Total Home Care" monthly payment:

When benefits become payable, there will be no more cost for your coverage as long as you continue to have a loss of functional capacity or cognitive impairment.

#### What is Total Home Care?

Total Home Care provides financial help in case you need care at home or another similar place due to a loss of functional capacity or cognitive impairment.

Care may be provided to you by:

- a formal caregiver, such as a Home Health Care Provider, an Adult Day Care Facility, a registered nurse, a licensed practical nurse, etc., or
- an informal caregiver, such as your friends or relatives.

### **WHO IS ELIGIBLE FOR THE PLAN?**

Persons who may be eligible for the plan are:

Active or retired employees of the Sponsoring Organization and their family members.

#### What is an active employee?

An active employee means that you are working for the Sponsoring Organization:

- on a full-time basis for earnings that are paid regularly,
- for a minimum of 20 hours each week, and
- a part-time employee who is non-benefit eligible but is eligible for voluntary programs,
- for a minimum of 20 hours each week, and
- at the Sponsoring Organization's usual place of business, or
- at a location to which your job requires you to travel.

Temporary or seasonal employees are excluded.

### What is a retired employee?

A retired employee means that you are at least 55 years of age and have had 10 or more years of active employment with the Sponsoring Organization just prior to your retirement date.

### What is a family member?

A family member means:

- the spouse of an active employee or a retired employee (you must be legally married to your spouse),
- the natural, adoptive or step-parents/grandparents of an active employee or a retired employee, or
- the natural, adoptive or step-parents/grandparents of a spouse of an active employee or a retired employee.

**IF YOU ARE AN ACTIVE EMPLOYEE OR A RETIRED EMPLOYEE,  
WHEN ARE YOU ELIGIBLE FOR LONG TERM CARE COVERAGE,  
WHEN AND HOW DO YOU APPLY?**

### When do you become eligible?

You will be eligible for coverage on the date you enter an eligible class.

### When can you apply for coverage?

- **If you are an active employee:**

The period of time beginning on the date you become eligible for coverage and ending 30 days after that date is called your first enrollment period.

- **During your first enrollment period**, you can apply for base coverage without evidence of insurability. You can apply for additional coverage with evidence of insurability.
- **After your first enrollment period**, you can apply for coverage with evidence of insurability.



- **If you are a retired employee:**

You can apply for coverage, with evidence of insurability, any time after the date you become eligible for coverage.

How do you apply for coverage?

- **If you are an active employee:**

- **During your first enrollment period:**

You can apply for base coverage by filling out a Benefit Elections Form.

You can apply for additional coverage by filling out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability.

If you do not have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from your Plan Administrator or Unum representative.

After you fill out the Benefit Elections Form and/or Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and/or Application for Long Term Care Insurance to your Plan Administrator or directly to Unum to the address provided to you.

- **After your first enrollment period:**

You can apply for coverage by filling out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability. If you do not have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from your Plan Administrator or Unum representative.

Unum will pay any of the costs that it views as necessary to obtain any evidence of insurability that it requests.

After you fill out the Benefit Elections Form and Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and Application for Long Term Care Insurance to your Plan Administrator or directly to Unum to the address provided to you.

- **If you are a retired employee:**

You can apply for coverage by filling out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability. If you do not already have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from your Plan Administrator or directly from Unum at the address provided to you.

Unum will pay any of the costs that it views as necessary to obtain any evidence of insurability it requests.

After you fill out the Benefit Elections Form and Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and Application for Long Term Care Insurance to your Plan Administrator or directly to Unum to the address provided to you.

#### What is evidence of insurability?

Evidence of insurability includes not only the information you supply on the Application for Long Term Care Insurance, but also may include other proof of your medical history such as test results, medical exams, doctors' statements, etc. Unum may also request that an insurability assessment be performed. Unum will use the medical history as well as information obtained through any insurability assessment to help decide whether to accept or reject an Application for Long Term Care Insurance.

#### What is an insurability assessment?

An insurability assessment means a review done by Unum or its designated representative to help in evaluating your cognitive and functional status. It may include:

- a telephone interview with you; and/or
- a face-to-face interview with you at a location selected by Unum or its designated representative.

#### **IF YOU ARE A FAMILY MEMBER, WHEN ARE YOU ELIGIBLE FOR LONG TERM CARE COVERAGE, WHEN AND HOW DO YOU APPLY?**

##### When do you become eligible?

You will be eligible for coverage on the date the employee is eligible for coverage.

If you are eligible for coverage as an active employee or a retired employee, you are only eligible for coverage as an employee.

### When can you apply for coverage?

You can apply for coverage any time after the date you become eligible for coverage.

### How do you apply for coverage?

To apply for coverage, you must fill out a Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability. If you do not already have a Benefit Elections Form and/or an Application for Long Term Care Insurance, you can get one from Unum at the address provided to you.

Unum will pay any of the costs that it views as necessary to obtain any evidence of insurability it requests.

After you fill out the Benefit Elections Form and Application for Long Term Care Insurance, be sure you sign and date them. The Benefit Elections Form and Application for Long Term Care Insurance will not be valid unless you sign and date them.

Send the completed Benefit Elections Form and Application for Long Term Care Insurance directly to Unum to the address provided to you.

### **WHEN DOES COVERAGE BEGIN?**

- **If you are an active employee:**
  - **Base coverage applied for within your first enrollment period will begin on the latest of these dates:**
    - the plan effective date,
    - 12:01 a.m. on the first day of the month that occurs on or next follows the month in which you become eligible for coverage, or
    - 12:01 a.m. on the first day of the month that occurs on or next follows the date you applied for coverage.
  - **Additional coverage applied for within your first enrollment period will begin at 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.**
  - **Coverage applied for after your first enrollment period will begin at 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.**

- If you are a retired employee or a family member:

Coverage applied for will begin on the later of these dates:

- the plan effective date if Unum approves your Application for Long Term Care Insurance on or before that date, or
- 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.

What if you are an active employee and absent from work on the date your coverage would normally begin?

Coverage will not begin for you if you are absent from work because you are injured, sick, temporarily laid off or on a leave of absence on the date that the coverage would normally begin.

The coverage will begin at 12:01 a.m. on the date you return to work as an active employee.

What if you are a retired employee or a family member and you are totally disabled on the date your coverage would normally begin?.

Coverage will not begin for you if you are totally disabled on the date that the coverage would normally begin.

The coverage will begin at 12:01 a.m. on the date that you no longer are totally disabled.

What does Unum mean by totally disabled if you are a retired employee or a family member?

You are totally disabled if, because of an injury or a sickness, you are unable to perform each of the duties or activities of a person of the same age and sex in good health.

What if the Sponsoring Organization rehires you?

Usually, you must be in an eligible class continuously for the length of the waiting period in order to become eligible for coverage.

However, if:

- you used to work for the Sponsoring Organization, and
- the Sponsoring Organization hires you again within one year from the date your employment ended,

Unum will count as part of the waiting period the time you were in an eligible class before your employment ended.

## **CAN COVERAGE BE CHANGED?**

You can apply at any time to change coverage by filling out a new Benefit Elections Form and an Application for Long Term Care Insurance.

### When will the changes take effect?

The changes will take effect at 12:01 a.m. on the first day of the month that occurs on or next follows the month in which Unum approves your Application for Long Term Care Insurance.

Increases in the amount of insurance coverage will not take effect on the date they would normally take effect if:

- you are an active employee of the Sponsoring Organization and you are absent from work on that date because you are injured, sick, temporarily laid off or on a leave of absence, or
- you are a retired employee or a family member and you are totally disabled on that date.

The increase or addition in insurance coverage will take effect at 12:01 a.m. on the date:

- you, an active employee of the Sponsoring Organization, return to work as an active employee, and
- you, a retired employee or a family member, no longer are totally disabled.

### **WHEN WILL GROUP COVERAGE THROUGH THE PLAN END FOR YOU?**

#### When will coverage end?

Your coverage will end on the earliest of these dates:

- the date the Summary of Benefits under the policy ends,
- the date you no longer are in an eligible class,
- the date your class no longer is included for insurance,
- the end of the period for which premiums were last remitted to UNUM for your coverage, or
- the date you no longer are an active employee with the Sponsoring Organization

In most cases, however, you may continue coverage after the coverage would normally end. For more information, see the discussion: "What happens when group long term care coverage ends?".

#### What if you are absent from work?

If you are absent from work for any reason, you will continue to be covered for group coverage if the Sponsoring Organization continues to remit to UNUM the premium for the coverage.

### What happens when group long term care coverage ends?

If group long term care coverage ends, you or your authorized representative may elect portable coverage for you. This means that the same coverage you had under this plan can continue on a direct billing basis. Retired employees and any other persons who are direct billed will automatically transfer to portable coverage.

But, if your group long term care coverage ends because you chose to have premium payments stopped for your coverage, you may not elect portable coverage.

Any election for portable coverage must be made within 31 days of the date the group coverage would otherwise end. If so elected, you are a portable insured.

Any premium that applies must be paid directly to UNUM by you for any portable coverage to be continued.

Also, the premium rate schedule for portable coverage may change in the future, depending on the overall use of the benefits by all covered persons or changes in the benefit levels or other risk factors. Any such change will be made on a class basis according to UNUM's underwriting risk studies.

### Can coverage be changed once on portability?

You can apply at any time to increase coverage by filling out a new Benefit Elections Form and an Application for Long Term Care Insurance which includes evidence of insurability.

## LONG TERM CARE INSURANCE

### WHAT ARE LONG TERM CARE BENEFITS?

A long term care benefit will be paid to you for a loss of functional capacity or cognitive impairment according to the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS. The amount of the monthly payment will depend on:

- the long term care plan of coverage you choose;
- any options you choose, if available; and
- the place of residence used for long term care.

### What is the Lifetime Maximum Amount you can receive under the Summary of Benefits?

The Lifetime Maximum Amount is the maximum Unum will pay you for all long term care benefits. You have your own Lifetime Maximum Amount.

The Lifetime Maximum Amount under the Summary of Benefits for this certificate is shown in the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS.

Your Lifetime Maximum Amount will be adjusted to include any inflation option increases, if applicable.

### HOW DO YOU QUALIFY TO RECEIVE LONG TERM CARE MONTHLY PAYMENTS?

To qualify to receive monthly payments from Unum:

- **If you are residing in a Long Term Care Facility, or an Assisted Living Facility, you must:**
  - suffer a loss of functional capacity or cognitive impairment while insured for a "Long Term Care Facility" or "Assisted Living Facility" amount under this long term care insurance;
  - be under the regular care of a doctor according to the condition; and
  - give Unum proof that you have suffered a loss of functional capacity or cognitive impairment.
- **If your plan includes the "Total Home Care" option and you are residing at home or another similar place, you must:**
  - suffer a loss of functional capacity or cognitive impairment while insured for a "Total Home Care" amount under this long term care insurance;
  - be under the regular care of a doctor according to the condition;
  - be receiving care at home or another similar place; and
  - give Unum proof that you have suffered a loss of functional capacity or cognitive impairment.

## **WHEN WILL YOU RECEIVE MONTHLY PAYMENTS FOR LONG TERM CARE?**

If you have completed the Elimination Period, Unum's monthly payments will become payable on the day after you complete the Elimination Period.

Unum will not send any monthly payments to you if you have not completed the Elimination Period.

### **What is the Elimination Period?**

The Elimination Period is the number of consecutive days during which you must continue to qualify to receive long term care monthly payments before benefits can become payable. For information on how to qualify to receive long term care monthly payments see the discussion "HOW DO YOU QUALIFY TO RECEIVE LONG TERM CARE MONTHLY PAYMENTS?".

If your plan does not include "Total Home Care", the entire Elimination Period must be completed while residing in a Long Term Care Facility and/or an Assisted Living Facility.

The Elimination Period under the Summary of Benefits for this certificate is shown in the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS.

## **HOW MUCH WILL UNUM PAY IF YOU HAVE A LOSS OF FUNCTIONAL CAPACITY OR COGNITIVE IMPAIRMENT?**

If you have a loss of functional capacity or cognitive impairment, Unum will send the payment to you each month. The amount of the monthly payment will be based on the plan(s) and option(s), if available, that you have chosen from the SCHEDULE OF LONG TERM CARE INSURANCE BENEFITS. See your CONFIRMATION FORM to determine the amount Unum will pay you each month.

- If you are eligible for a "Long Term Care Facility" payment for a period that is less than one month, Unum will pay 1/30th of your "Long Term Care Facility" Monthly Benefit Maximum for each day that you:
  - have a loss of functional capacity or cognitive impairment; and
  - reside in a Long Term Care Facility.
- If you are eligible for an "Assisted Living Facility" payment for a period that is less than one month, Unum will pay 1/30th of your "Assisted Living Facility" Monthly Benefit Maximum for each day that you:
  - have a loss of functional capacity or cognitive impairment; and
  - reside in an Assisted Living Facility.
- If your plan includes the "Total Home Care" option and you are eligible for a "Total Home Care" payment for a period that is less than one month, Unum will pay 1/30th of your "Total Home Care" Monthly Benefit Maximum for each day that you have a loss of functional capacity or cognitive impairment.



## **HOW LONG WILL UNUM CONTINUE TO PAY YOU FOR LONG TERM CARE BENEFITS?**

Unum will continue monthly payments to you for long term care benefits until the earliest of the following dates:

- the date you no longer have a loss of functional capacity or cognitive impairment,
- the date you die,
- the date you no longer qualify to receive a monthly payment under the long term care plan of coverage you chose, or
- the date your total benefit payments equal the Lifetime Maximum Amount.

## **CAN LONG TERM CARE BENEFITS BE INCREASED TO PROTECT AGAINST INCREASING COST?**

Yes.

- If you choose the capped Simple Growth Inflation Protection Option at the time of enrollment, your coverage will be increased by 5% of your initial amount on January 1st of the next calendar year. Subsequent 5% increases will:
  - be added, each January 1st after that, to your initial amount of coverage; and
  - continue to occur until your amount of coverage has been increased to 200% of your initial amount of coverage.
- If you choose the capped Simple Growth Inflation Protection Option when you apply for additional coverage, your additional coverage will be increased by 5% of your additional amount on January 1st of the next calendar year. Subsequent 5% increases will:
  - be added, each January 1st after that, to your additional amount of coverage; and
  - continue to occur until your additional amount of coverage has been increased to 200% of your additional amount of coverage.
- **FOR EXAMPLE:** A monthly benefit amount of \$1,000 will be increased by \$50 each calendar year until the amount of coverage equals \$2,000 which is 200% of the beginning monthly benefit amount.

As long as your coverage remains in effect, these inflation increases will occur automatically regardless of your health or whether or not you have suffered a loss of functional capacity or cognitive impairment.

No inflation increases will be made after the end of the period for which premiums were last remitted to Unum for your coverage.

## **CAN YOU RECEIVE ANY PAYMENTS WHILE YOU ARE RECEIVING RESPITE CARE IF UNUM IS NOT YET MAKING LONG TERM CARE MONTHLY PAYMENTS?**

Yes. If you qualify for a Home or another similar place monthly benefit but are not yet receiving monthly payments because you:

- have not yet completed the Elimination Period; or
- have completed the Elimination Period but have chosen to postpone receipt of benefits in order to preserve your Lifetime Maximum Amount

Unum will make payments to you for each day you receive respite care for up to 15 days each calendar year. The amount of your payment will equal 1/30th of your Home or another similar place Monthly Benefit Maximum for each day that you receive respite care. Payments made to you for respite care will reduce your Lifetime Maximum Amount under the Summary of Benefits.

You **do not** have to complete the Elimination Period for respite care payments to become payable.

Premiums are not waived while you are receiving a payment for respite care.

### **What is respite care?**

Respite care means care provided to you for a short period of time to allow your informal caregiver a break from their caregiving responsibilities.

Respite care may be provided to you by:

- a formal caregiver, such as a Home Health Care Provider, an Adult Day Care Facility, a registered nurse, a licensed practical nurse, or
- an informal caregiver such as a friend or relative.

## **WHAT IF YOU HAVE A LOSS OF FUNCTIONAL CAPACITY OR COGNITIVE IMPAIRMENT AGAIN AFTER RECEIVING LONG TERM CARE PAYMENTS FROM UNUM?**

If you have a loss of functional capacity or cognitive impairment which begins after the date Unum stopped making long term care payments to you for the previous loss, you **do not** have to satisfy a new Elimination Period. Unum will pay long term care benefits to you until the earliest of the dates listed in the discussion "HOW LONG WILL UNUM CONTINUE TO PAY YOU FOR LONG TERM CARE BENEFITS?".

## **WHAT IS NOT COVERED FOR LONG TERM CARE?**

Unum will not make long term care payments to you for:

- losses caused by war (whether declared or not) or any act of war,
- losses caused by attempted suicide (while sane or insane) or self-destruction,
- losses caused by a commission of a crime for which you have been convicted under state or federal law or attempting to commit a crime under state or federal law,
- losses or confinements during which you are outside the United States, its territories or possessions for longer than 30 days,
- any days over fifteen days in each calendar year during which you are confined in any facility for acute care (acute care is medical care obtained as a result of an injury or a sickness requiring immediate medical intervention),
- losses caused by alcoholism,
- losses caused by voluntary use of any controlled substance unless the controlled substance is prescribed for you by a doctor. ("Controlled substance" is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.), or
- losses caused by psychological or psychiatric conditions which include:
  - depression,
  - generalized anxiety disorders,
  - personality disorders,
  - schizophrenia, or
  - manic depressive disorders

whether treated by drugs, counseling or other forms of therapy.

However, Unum will make payments to you for conditions that are not psychological or psychiatric in nature, including Alzheimer's disease, multi-infarct dementia, or Parkinson's disease.

## **WILL UNUM MAKE ANY PAYMENT TO YOU IF YOU HAD A CONDITION BEFORE UNUM'S LONG TERM CARE COVERAGE BEGINS?**

Unum will not make any payments to you for any loss of functional capacity or cognitive impairment that:

- is caused by, contributed to by, or results from a preexisting condition, and
- begins during the first six months after your coverage begins.

A preexisting condition is any condition that exists for which you:

- received medical treatment, consultation, care, or services, including diagnostic measures for the condition, or
- took drugs or medicines that were prescribed for the condition,

during the six month period right before your coverage began.

Unum calls this a preexisting condition.

This preexisting conditions exclusion will apply to all insurance that does not require evidence of insurability.

**Note:** A pre-existing condition is not the same as a loss of ADLs or cognitive impairment that existed before your effective date of coverage.

If you have a **loss** of ADLs or cognitive **impairment** before your effective date of coverage, that **loss** or **impairment** will never be covered.

If you have a **condition** that exists prior to your effective date of coverage and has not resulted in a loss of ADL or cognitive impairment, that condition may be a pre-existing condition. If it is a pre-existing condition and you have a **loss** of 2 or more ADLs or cognitive impairment caused by, contributed to by or resulting from that pre-existing condition during the first 6 months **after your effective date of coverage**, these losses or impairment will not be covered.

#### **CAN UNUM HELP YOU REGAIN FUNCTIONAL CAPACITY OR COGNITIVE FUNCTION?**

While you continue to have a loss of functional capacity or cognitive impairment, Unum may suggest alternate care designed to help you regain the functional capacity to engage in the activities of daily living or regain cognitive function. Examples of alternate care may include, but are not limited to:

- a rehabilitation program;
- home modifications for wheelchair access; and
- certain types of medical equipment or hardware purchases.

The terms of alternate care and the actual expenses that Unum will pay will be subject to written mutual agreement between Unum and you or your authorized representative. When appropriate, Unum may pay reasonable expenses which are not otherwise payable by Medicare, Medicaid or other insurance.

If, for any reason, you do not wish to accept alternate care, your benefits will continue according to the provisions of the Summary of Benefits.

## **GENERAL INFORMATION**

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

Unum considers any statements you make for insurance in any signed application(s) for initial coverage and/or any subsequent changes in coverage to be complete and true to the best of your knowledge and belief. If any of these statements are not complete and/or not true at the time they are made, Unum can:

- reduce or deny any claim, or
- terminate insurance from the original effective date.

Unum must use only the statements made in the signed application(s) as a basis for doing this.

Unum can take these actions only in the first 2 years your initial coverage or changes in coverage is in force.

### **CAN THE SPONSORING ORGANIZATION ACT AS UNUM'S AGENT?**

For all purposes of the Summary of Benefits, the Sponsoring Organization acts on its own behalf or as the employee's agent. Under no circumstances will the Sponsoring Organization be deemed Unum's agent.

## **CLAIM INFORMATION**

### **WHEN DO YOU FILE A CLAIM FOR LONG TERM CARE PAYMENTS?**

Written notice of a claim must be given within 30 days after the date that your loss of functional capacity or cognitive impairment began or as soon as it is reasonably possible to do so.

If you do not have a Long Term Care Notice of Claim Form, you can get one from the Sponsoring Organization's Plan Administrator, or your Unum representative, or you can notify Unum in writing that you want to make a claim. If you do not receive the form from Unum within 15 days after writing, send Unum proof of the claim without the form.

You must send Unum proof of claim for long term care payments no later than 90 days after the end of the first monthly period for which you are eligible to receive long term care payments from Unum. If you cannot send Unum proof within this 90-day period, you must send Unum proof as soon as it is reasonably possible to do so, but in no event more than one year after the time proof is otherwise required.

The proof of your claim must tell Unum:

- what the loss of functional capacity or cognitive impairment is,
- the date that the loss of functional capacity or cognitive impairment began,
- the cause of the loss of functional capacity or cognitive impairment,
- the address of the place of residence used for long term care, and
- the name and address of your attending doctor(s).

### **HOW DO YOU FILE A CLAIM FOR LONG TERM CARE PAYMENTS?**

You or your authorized representative must fill out, detach and mail the Notice of Claim postcard to Unum. This postcard is provided as an attachment to the Long Term Care Claim Form.

You or your authorized representative must also fill out the Long Term Care Claim Form and send it to Unum. If you have enough information to fully complete and send the Long Term Care Claim Form, you do not need to send the Notice of Claim postcard separately.

Once Unum receives the Notice of Claim postcard and/or the Long Term Care Claim Form, a Claims Representative will contact you or your authorized representative to review the information on the form(s) and answer any questions you may have.

As part of proof of claim, Unum may request that a claims assessment be performed.

Unum may also send your attending doctor(s) a Long Term Care Attending Physician's Initial Statement Form to fill out and send to Unum. In some cases, Unum may require additional Attending Physician's Progress Statements if you continue to have a loss of functional capacity or cognitive impairment.

After you have filed a claim, Unum may also require you to be examined by a doctor or other medical practitioner of Unum's choice. Unum will pay for the examination. Unum can require an examination as often as it is reasonable to do so.

Unum may require you or your authorized representative to give it authorization to obtain additional medical and nonmedical information as part of the proof of claim.

#### What is a claims assessment?

A claims assessment means a review done by Unum or its designated representative to help in evaluating the status of your loss of functional capacity or cognitive impairment. It may include:

- a telephone interview with you; and/or
- a face-to-face interview with you at a location selected by Unum or its designated representative.

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

You or an authorized representative may not sue on your claim before 60 days after proof of loss has been given to Unum. You or an authorized representative may not sue after 3 years from the time proof of loss is required.

#### **WHEN WILL UNUM BEGIN TO SEND YOU LONG TERM CARE PAYMENTS?**

When Unum receives acceptable proof of your claim for long term care payments, Unum will begin to send you long term care payments if you have satisfied any applicable Elimination Period.

Unum will send you a lump sum payment to cover the period of time between the day you became eligible for benefit payments and the day you were approved for benefit payments. Unum will then send you a payment each month during any remaining period of loss of functional capacity or cognitive impairment for which you are eligible to receive long term care payments. For information about how long Unum will continue to send long term care payments, see "HOW LONG WILL UNUM CONTINUE TO PAY FOR LONG TERM CARE BENEFITS?".

#### **HOW DOES UNUM'S RIGHT OF RECOVERY AFFECT YOUR CLAIM?**

Unum has the right to recover any overpayments made because of any error Unum makes in processing your claim.