

UNUM Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122  
(207) 575-2211

**LONG TERM CARE INSURANCE**  
**OUTLINE OF COVERAGE**  
FOR THE EMPLOYEES OF  
**CITY OF CORPUS CHRISTI**  
(the Policyholder)

Group Master Policy/Certificate Form Number **568961**

**Caution:** If you must complete an Application for Long Term Care Insurance which includes evidence of insurability, the issuance of a long term care insurance certificate will be based on your response to the questions in 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 may have 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.

**NOTICE TO BUYER: THIS PLAN MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH LONG TERM CARE WHICH YOU MAY INCUR DURING THE PERIOD OF COVERAGE. YOU ARE ADVISED TO REVIEW CAREFULLY ALL COVERAGE LIMITATIONS.**

1. The policy is a group policy of insurance which was issued in **Texas**.

**2. PURPOSE OF OUTLINE OF COVERAGE**

This outline of coverage provides a brief description of the important features of the plan. You should compare this outline of coverage to outlines of coverage for other plans available to you.

This is not an insurance contract, but only a summary of coverage. Only the Policy contains governing contractual provisions. This means that the Policy sets forth in detail the rights and obligations of both you and UNUM. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR CERTIFICATE CAREFULLY!**

**3. TERMS UNDER WHICH THE CERTIFICATE MAY BE RETURNED AND PREMIUM REFUNDED**

- You have a 30-day right to examine the certificate. If, after examining the certificate, you are not satisfied for any reason, you may withdraw your enrollment in the plan by returning your certificate within 30 days of its delivery to you. The certificate, together with a written request for withdrawal must be sent to the Plan Administrator or UNUM. Upon receipt, your insurance will be deemed void from its effective date and any premium contribution(s) paid will be returned to you within 30 days after receipt of your withdrawal.
- Premiums for additional, increased or terminated insurance may cause a pro-rata adjustment on the next premium due date.

**4. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE**

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from UNUM. You may obtain a copy of the Guide by calling 1-800-227-4165. UNUM Life Insurance Company of America is not representing Medicare, the federal government or any state government.

## 5. LONG TERM CARE COVERAGE

Plans of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventative, therapeutic, rehabilitative, maintenance or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home.

This plan provides coverage in the form of a fixed dollar indemnity monthly benefit if you become Disabled. Coverage is subject to policy limitations, benefit maximums and Elimination Periods.

## 6. BENEFITS PROVIDED BY THE POLICY

Refer to the attached SUMMARY OF BENEFITS for available benefits offered.

You are eligible for a Monthly Benefit if, after the effective date of your coverage and while your coverage is in effect:

- you suffer the loss of 2 or more ADLs; or
- you suffer Severe Cognitive Impairment; and
- you are receiving services in a Long Term Care Facility or Assisted Living Facility; or Professional Home Care Services if your plan includes a Professional Home Care Services benefit; or Total Home Care if your plan includes a Total Home Care benefit;
- you have satisfied your Elimination Period; and
- a Physician has certified that you are unable to perform, without Substantial Assistance from another individual, two or more ADLs for a period of at least 90 days, or that you require Substantial Supervision by another individual to protect you and others from threats to health or safety due to Severe Cognitive Impairment. You will be required to submit a Physician certification every 12 months.

A monthly benefit will become payable once all of these requirements are met.

The treatment and services you receive for your Disability must be provided pursuant to a written plan of care developed by a Licensed Health Care Practitioner.

### IMPORTANT TERMS YOU SHOULD KNOW:

**"Activities of Daily Living"** are:

- ***bathing*** - washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- ***dressing*** - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- ***toileting*** - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- ***transferring*** – the ability to move into and out of a bed, chair or wheelchair or to move from one location to another, indoors and outdoors, either via a walker, a wheelchair or other means.
- ***continence*** - the ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- ***eating*** - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

**"Disability" and "Disabled"** means you are unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living or you require Substantial Supervision by another individual to protect you from threats to health and safety due to Severe Cognitive Impairment.

**"Elimination Period"** means the number of consecutive days during which you must be Disabled and under the regular care of a Physician before benefits become payable.

**“Lifetime Maximum”** means the maximum that UNUM will pay you for all Long Term Care benefits. You have your own Lifetime Maximum.

**“Professional Home Care Services”** means:

- visits to your residence by a Home Health Care Agency to provide skilled nursing care; physical, respiratory, occupational, dietary or speech therapy; and homemaker services. Each one hour or more per day of a Home Health Care Agency’s services will be considered one visit;
- Adult Day Care; or
- Hospice Care.

Professional Home Care Services do not include services performed by your spouse, daughter, son, parent, sister, brother, grandparent or grandchild through a Home Health Care Agency or an Adult Day Care Facility.

**“Severe Cognitive Impairment”** means a deterioration or loss in intellectual capacity requiring Substantial Assistance by another individual for the purpose of protecting you from harming yourself or others, as measured by clinical diagnosis by a Physician authorized to make such a diagnosis. The diagnosis will include your:

- medical history;
- physical, neurological, psychological and/or psychiatric evaluations; and
- laboratory findings.

The loss can result from a Disability, Alzheimer’s disease or similar forms of dementia.

**“Substantial Assistance”** means stand-by assistance by another person without which you would not be able to safely and completely perform the ADL.

**“Substantial Supervision”** means the presence of another individual for the purpose of protecting you from harming yourself or others.

**“Total Home Care”** means:

- visits to your residence by a Home Health Care Agency to provide skilled nursing care; physical, respiratory, occupational, dietary or speech therapy; and homemaker services;
- Adult Day Care;
- Hospice Care; or
- care provided by an informal caregiver, such as your friends or relatives.

## **7. LIMITATIONS AND EXCLUSIONS**

### **PRE-EXISTING CONDITIONS LIMITATION**

Unum will not make any payments to you for a Disability that is caused by, contributed to by, or results from a pre-existing condition, and begins during the first six months after your coverage begins.

**“Pre-Existing Condition”** means any condition that exists for which you received or were recommended medical advice or 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.

### **PLAN EXCLUSIONS**

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

- a Disability caused by war (whether declared or not) or any act of war,
- a Disability caused by attempted suicide (while sane or insane) or intentional self-destruction,
- a Disability 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,
- Disabilities or confinements during which you are outside the United States, its territories or possessions for longer than 30 days,
- a Disability caused by alcoholism or alcohol abuse,

- a Disability caused by voluntary use of any controlled substance unless the controlled substance is prescribed for you by a Physician. (“Controlled substance” is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments),
- a period in which you are confined in a hospital other than if you are confined in a nursing facility that is a distinctly separate part of a hospital (this exclusion does not apply to those periods covered under the Bed Reservation Benefit), or
- a Disability caused by psychological or psychiatric or mental conditions, regardless of cause, which include:
  - neurosis,
  - psychoneurosis,
  - psychopathy,
  - psychosis, or
  - mental or emotional diseases or disorder of any kind whether treatment by drugs, counseling or other forms of therapy.

However, UNUM will make payments to you for conditions that are not mental or nervous in nature, including Alzheimer’s disease, biologically based brain disease and serious mental illness including:

- schizophrenia,
- paranoid and psychotic disorder,
- bipolar disorder (mixed, manic and depressive),
- major depressive disorder (single episode or recurrent) and
- schizo-affective disorders (bipolar or depressive).

**THIS PLAN MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.**

**8. RELATIONSHIP OF COST OF CARE AND BENEFITS**

Because the costs of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted.

- **ELECTION TO INCREASE COVERAGE**

You can apply at any time to increase coverage by filling out a new Benefit Election Form and an Application for Long Term Care, which includes Evidence of Insurability. If your application for an increase in coverage is approved, the premium for the increase will be based on your insurance age at the time you apply.

**9. TERMS UNDER WHICH THE GROUP COVERAGE THROUGH THE PLAN MAY BE CONTINUED IN FORCE OR DISCONTINUED**

- **RENEWABILITY**

**THE POLICY IS GUARANTEED RENEWABLE.** This means you have the right, subject to the terms of the policy, to continue this coverage as long as you pay your premiums on time. UNUM cannot change any of the terms of the policy on its own except that, in the future, IT MAY INCREASE THE PREMIUM YOU PAY.

- **CONTINUATION OF COVERAGE**

If your group Long Term Care coverage ends, for reasons other than your choice to have premium payments stopped for your coverage, you may elect continuation of coverage. This means that the same coverage you had under this plan can continue on a direct billed basis. If you are already direct billed, your coverage will automatically transfer to continued coverage.

Election for continued coverage must be made within 31 days of the date the group coverage would otherwise end. Evidence of insurability will not be required if you elect continued coverage. Any premium that applies must be paid directly to UNUM by you for any coverage to be continued.

- **WAIVER OF PREMIUM**

When benefits become payable, there will be no more cost for your coverage as long as you continue to be eligible for a monthly benefit.

If your plan includes Professional Home Care Services and you do not receive these services for a period of 30 consecutive days, premium payments will again become due.

Premiums are not waived while you are receiving a payment for Respite Care.

**10. ALZHEIMER'S DISEASE AND OTHER BIOLOGICALLY BASED BRAIN DISEASES/SERIOUS MENTAL ILLNESS**

The policy provides coverage for Severe Cognitive Impairment. Severe Cognitive Impairment means a deterioration or loss in intellectual capacity, requiring Substantial Supervision by another individual for the purpose of protecting you from harming yourself or others, as measured by clinical diagnosis by a Physician authorized to make such a diagnosis. The diagnosis will include your medical history; physical, neurological, psychological and/or psychiatric evaluations; and laboratory findings. The loss can result from Alzheimer's disease or similar forms of dementia.

**11. PREMIUM**

Premiums are based on the plan design selected and the insurance age of each enrolled person. UNUM may change the premium rates when the terms of the policy are changed.

Premium due must be paid on or before the premium due date, or within the 65 day Grace Period. Grace Period means the number of days immediately following any premium due date during which premium payment must be made.

**12. TEXAS DEPARTMENT IN INSURANCE'S CONSUMER HELP LINE**

You may call the Texas Department of Insurance's Consumer Help Line at 1-800-252-3439 for agent, company and any other insurance information, and 1-800-599-SHOP to order publications related to long term coverage, and the Texas Department of Aging at 1-800-252-0240 to receive counseling regarding the purchase of Long Term Care or other health care coverage.

**13. DENIAL OF APPLICATION**

If your application for long term care coverage is denied, we will return any premiums paid by you with your application within 30 days of the denial of the application.

**14. DISCLOSURE REGARDING FEDERAL TAX TREATMENT OF LONG TERM CARE INSURANCE POLICY**

The policy is intended to be a qualified long term care contract as defined by the Internal Revenue Code of 1986, section 7702B(b). There may be tax consequences associated with the purchase of a qualified long term care insurance contract, such as the tax deductibility of premiums and the exclusion from taxable income of benefits. You are urged to consult with a qualified tax advisor.

**15. ADDITIONAL FEATURES**

- Medical underwriting may be required
- You may provide your insurer with written designation of at least one person who is to receive any notice of cancellation of your coverage for nonpayment of premium, in addition to yourself. Designation will not constitute acceptance of any liability on the third party for services provided to you.
- If you become Disabled and your coverage terminates because a premium is not paid by the end of the 65 day Grace Period, you may request to reinstate your coverage at any time until five months from the coverage termination date. To reinstate your coverage, you must provide proof that your Disability occurred prior to the coverage termination date and you must pay all unpaid premium. If you meet these requirements, your coverage will be reinstated on the coverage termination date. Reinstated coverage will not cover any Disability which is excluded by name or description in the policy.

- If your coverage terminates because a premium is not paid by the end of the 65 day Grace Period, you will receive written notification from UNUM that your coverage will terminate. This notification will not be given until thirty (30) days after a premium is due and unpaid. If you have designated another person to receive notification of termination of insurance for nonpayment of premium, this notice will also be sent to him/her.
- If your stay in a Nursing Facility or Assisted Living Facility is interrupted because you are hospitalized and you are receiving a benefit, we will continue to pay you the Monthly Benefit Amount if a charge is made to reserve your Facility accommodations. Bed Reservation days are limited to 15 days per calendar year.
- If you are eligible for a home care benefit but benefits have not yet become payable, payments will be made to you for each day you receive Respite Care for up to 15 days each calendar year. "Respite Care" means care provided to you for a short period of time to allow your informal caregiver a break from their caregiving responsibilities. The amount of your payment will equal 1/30<sup>th</sup> of your home care monthly benefit for each day that you receive respite care.
- Eligibility and Participation  
 You are eligible for the plan if you are:
  - an Active Employee of the Policyholder and your Family Members