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

LONG TERM CARE INSURANCE – OUTLINE OF COVERAGE

Policy Form No.: RGLTC04

FOR THE EMPLOYEES OF

HARVARD PILGRIM HEALTH CARE, INC. #146787

Group Master Policy/Certificate Form Number RGLTC04/RCLTC04

FEDERAL INCOME TAX EXEMPTIONS: This policy **IS** intended to be a federally qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

STATE MASSACHUSETTS (MEDICAID) EXEMPTIONS: This Policy **IS** intended to satisfy Massachusetts' minimum long-term care insurance coverage requirements as of this Policy's Effective Date for certain asset and liability exemptions under the Massachusetts MassHealth (Medicaid) Program. Please note that there may be other MassHealth (Medicaid) requirements to qualify for these exemptions.

Please read *Your Options for Financing Long Term Care: A Massachusetts Guide* for important information about the federal and state exemptions. PLEASE NOTE THAT STATE AND FEDERAL LAWS ARE SUBJECT TO CHANGE AND THAT FEDERAL AND STATE EXEMPTIONS MAY NOT APPLY TO THIS POLICY AT A FUTURE DATE.

There is no pre-existing condition provision in the Policy.

1. The Policy is a group policy of insurance which was issued in **Massachusetts**. THIS IS A LIMITED POLICY. The policy may not cover all the expenses associated with your long-term care needs. You are advised to review carefully all coverage limitations.

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 responses to the questions on your application. You retained a copy of your Application for Long Term Care Insurance when you applied. If your answers are incorrect or untrue, the company 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.

2. SUMMARY OF POLICY FEATURES

This policy:

1. Is not a Medicare Supplement policy.
2. Is guaranteed renewable for your lifetime.
3. Is not subject to automatic premium increases as you get older.
4. May be subject to across the board premium increases for all policyholders in your class.
5. Does not offer an option to purchase inflation protection after coverage is issued without any medical underwriting (check Plan Highlights/Schedule of Benefits to determine if option is available).
6. Does not offer an option to purchase non-forfeiture protection after coverage is issued without any medical underwriting (check Plan Highlights/Schedule of Benefits to determine if option is available).
7. Does contain special age limitations for purchase.
8. Does not have a waiting period before pre-existing conditions (existing health problems) are covered.
9. Has an elimination period of 90 days before benefits are payable.
10. Offers a waiver of premium during any period for which benefits are payable.

3. **PURPOSE OF OUTLINE OF COVERAGE**. This outline of coverage provides a very brief description of the important features of the policy. You should compare this outline of coverage to outlines of coverage for other policies available to you. **This is not an insurance contract, but only a summary of coverage. Only the group policy contains governing contractual provisions. This means that the group policy sets forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you READ YOUR CERTIFICATE CAREFULLY!**

4. **TERMS UNDER WHICH THE CERTIFICATE MAY BE CONTINUED IN FORCE OR DISCONTINUED**
   a. **RENEWABILITY - THE CERTIFICATE IS GUARANTEED RENEWABLE**. This means you have the right, subject to the terms of the policy to continue your coverage as long as premium for your coverage is paid 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.
   b. **CONTINUATION OF COVERAGE**. If your group long term care coverage ends for reasons other than non-payment of premium or 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 60 days of the date your group coverage would otherwise end. Any premium that applies must be paid directly to Unum by you for any coverage to be continued.
   c. **WAIVER OF PREMIUM**. We will waive payment of premium for your coverage during any period of time that you are receiving benefits under the policy. However, premium payments will not be waived if you are only receiving Respite Care or Alternate Care Benefits.

5. **TERMS UNDER WHICH THE CERTIFICATE MAY BE RETURNED AND PREMIUM REFUNDED.**
   a. You may cancel your coverage for any reason within 30 days after it is delivered to you or your representative. Simply return your certificate, within 30 days of its receipt, to us. If this is done, your certificate will be canceled from the beginning and all premiums paid for your coverage will be refunded.
   b. If you die while insured under the policy, we will refund any pro rata portion of any premium paid covering the period after your death. We will make the refund within 30 days after we receive written notice of your death. Payment will be made to your estate.

6. **THIS IS NOT MEDICARE SUPPLEMENT COVERAGE**. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company. Neither Unum nor its agents represent Medicare, the federal government or any state government.

7. **LONG TERM CARE COVERAGE**. Policies of this category are designed to provide coverage for one or more necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, including, but not limited to care in a nursing home, other long term care facility, in the community or in the home.

The Policy provides coverage in the form of an expense-incurred reimbursement benefit if you are Chronically Ill and you are receiving care while confined in a Long Term Care (LTC) Facility. If the policy includes coverage for Professional Home and Community Care and you elect such coverage, we will pay you a benefit if you choose to receive care at home or in the community. Coverage is subject to the policy limitations, benefit maximums and elimination period requirements.

8. BENEFITS PROVIDED BY THE POLICY. Refer to the attached **SUMMARY OF BENEFITS** for the benefits available under the Policyholder's plan.

Eligibility for the Payment of Benefits
You will be eligible for a benefit if, on or after the effective date of your coverage and while your coverage is in effect, you become Chronically Ill.

Conditions for Payment of Benefits
To receive benefits under the policy, the following conditions must be met:

- you must satisfy the Elimination Period, if applicable;
- you must be receiving Qualified Long Term Care Services;
- the treatment for your Chronic Illness must be provided pursuant to a written Plan of Care; and
- we must approve your claim.

You must also provide us with a Licensed Health Care Practitioner's Certification that you are unable to perform (without Substantial Assistance from another individual) two or more Activities of Daily Living for a period of at least 90 days, or that you require Substantial Supervision by another individual to protect you from threats to your health or safety due to Severe Cognitive Impairment. You will be required to submit a Licensed Health Care Practitioner's Certification every 12 months.

Limitations on Payment of Benefits
We will not pay benefits in excess of any coverage amounts you choose or for coverages that you have not elected. Benefits paid will reduce your Lifetime Maximum Benefit and will no longer be available once your Lifetime Maximum has been reached. We will not pay benefits for Qualified Long Term Care Services you receive during the Elimination Period, except as described in the Respite Care Benefit provision. The policy only pays benefits if you are receiving Qualified Long Term Care services.

LTC Facility Benefit Payment
You must give us proof that you are receiving Qualified Long Term Care Services in a LTC Facility before a LTC Facility Monthly Benefit is paid. If you are eligible for benefits, we will pay you the lesser of the actual expenses you incur during the calendar month or the LTC Facility Monthly Benefit as shown in your **Schedule of Benefits**. (Refer to the **OPTIONAL BENEFITS PROVIDED BY THE POLICY** section of this Outline of Coverage for information on benefit payments for home care).

Alternate Care Benefit:
Once you are eligible for a benefit payment, you will have access to Alternate Care designed to assist you in living at home or in other residential housing. You do not need to complete your Elimination Period for an Alternate Care Benefit payment to begin. The Alternate Care must be:

- appropriate for your Chronic Illness and conform with generally accepted medical standards;
- provided pursuant to a written Plan of Care;
- recommended by a Licensed Health Care Practitioner; and
- approved by us prior to receipt of Alternate Care.

Bed Reservation Benefit
If you are receiving a LTC Facility Monthly Benefit and your stay in the facility is interrupted due to a stay in an acute care facility, or due to a temporary absence and a charge is made to reserve your LTC Facility accommodations, you will be eligible for a Bed Reservation Benefit. We will continue to pay you the actual expenses you incur for each day you have a reservation charge up to the LTC Facility Monthly Benefit:

- up to 90 days per calendar year if your absence is due to a stay in an acute care facility; or
- up to 30 days per calendar year for a temporary absence not related to a stay in an acute care facility.

In no event will the maximum number of Bed Reservation days exceed 90 days per calendar year. Bed Reservation Benefit payments will reduce your Lifetime Maximum Benefit and will no longer be available once your Lifetime Maximum Benefit has been reached. If your stay in a LTC Facility is interrupted while you are satisfying your Elimination Period, such days will be used to help satisfy your Elimination Period.

Respite Care Benefit
If you are Chronically Ill and receiving Respite Care but you are not receiving a LTC Facility Monthly Benefit (or a Home Care Monthly Benefit if your coverage includes a home care benefit) you will be eligible to receive a Respite Care Benefit for up to 21 days each calendar year. The Respite Care Benefit you will receive will be the actual expenses you incur up to your LTC Facility Monthly Benefit. You do not need to complete your Elimination Period for Respite Care payments to begin and the days you are receiving Respite Care will count toward satisfying your Elimination Period.

Words That Have A Special Meaning
Activities of Daily Living (ADLs) are bathing, dressing, toileting, transferring, continence and eating.

Alternate Care means special services; equipment or caregiver training designed to assist you in living at home or in other residential housing. Alternate Care may include:

- assistance in locating long term care providers and caregivers in your area (this service is also available even if you are not eligible for benefits);
- a visit from a Licensed Health Care Practitioner who will develop your Plan of Care;
- a visit from a home safety expert who will assess your residence and offer suggestions for increased personal safety;
- purchase or rental of a medical alert service;
- purchase or rental of durable medical equipment;
- home modifications for your support; or
- caregiver training.

Chronic Illness and Chronically Ill means you are unable to perform, without Substantial Assistance from another individual, two or more Activities of Daily Living; or you require Substantial Supervision by another individual to protect you from threats to your health and safety due to Severe Cognitive Impairment.

Elimination Period means the number of days during which you are Chronically Ill and you are receiving services appropriate for your Chronic Illness, but no benefit is payable.

Lifetime Maximum Benefit means the total dollar amount of benefits that will be paid under the policy.

Long Term Care (LTC) Facility means a facility (such as a nursing facility, an assisted living facility, a hospice facility, a rehabilitation facility, an Alzheimer's facility or a residential care facility) that is licensed by the appropriate federal or state agency to engage primarily in providing care and services sufficient to support your needs resulting from Chronic Illness.

Plan of Care means a written plan prescribed by a Licensed Health Care Practitioner, based upon an assessment that evaluates your level of functional capacity.

Qualified Long Term Care Services means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services and maintenance or personal care services that are required by you.

Respite Care means short-term or periodic Qualified Long Term Care Services which are required to maintain your health or safety and to give temporary relief to your primary caregiver from his or her caregiving duties.

Severe Cognitive Impairment means a severe deterioration or loss in your short or long term memory; your orientation as to person, place, or time; or your deductive or abstract reasoning as reliably measured by clinical evidence and standardized tests. Such loss can result from a sickness, injury, advanced age, Alzheimer's disease or similar form of dementia.

Substantial Assistance means stand-by or hands-on assistance without which you would not be able to safely and completely perform the ADL. Stand-by assistance means the presence of another person within arm's reach of you while you are performing the ADL. Hands-on assistance means physical assistance (minimal, moderate or maximal) without which you would not be able to perform the ADL.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures or other demonstrations) by another individual for the purpose of protecting you from threats to your health or safety.

OPTIONAL BENEFITS PROVIDED BY THE POLICY -- EACH OF THE FOLLOWING OPTIONAL BENEFITS IS AVAILABLE UNDER THE POLICYHOLDER'S PLAN. OPTIONAL BENEFITS MAY BE AVAILABLE AT AN ADDITIONAL COST TO YOU. YOU MAY ALSO REFER TO THE ATTACHED SUMMARY OF BENEFITS TO DETERMINE AVAILABLE OPTIONAL BENEFITS.

Home Care Options:

Professional Home and Community Care Benefit:

If your coverage includes the Professional Home and Community Care Benefit, we will pay the lesser of the actual expenses you incur during the calendar month or the Professional Home and Community Care Services Monthly Benefit shown in your **Schedule of Benefits.** Professional Home and Community Care Services may be provided anywhere other than a LTC Facility, an acute care facility or other location excluded by the policy. You must provide written proof indicating the number of days you received Professional Home and Community Care Services before a benefit is paid.

Professional Home and Community Care Services means Qualified Long Term Care Services provided to you for at least one hour or more per day by or through a Licensed Home Health Care Agency; by a Home Care Provider; or in an Adult Day Care Facility.

Professional Home and Community Care Services may include:

- nursing care;
- home health aide services;
- nutritional counseling services;
- physical, respiratory, occupational or speech therapy;
- Adult Day Health,
- Personal Care,
- Social Day Care,
- Home Care,
- Chore Care;
- any other services provided by/through a Licensed Home Health Care Agency, or Adult Day Care provided at an Adult Day Health Program or any type of facility, such as an Adult Day Care Facility, a Hospice Facility, Adult Foster Care or in your home by a Licensed Home Health Care Agency, Licensed Home Health Care Professional; hospice care; or other services pursuant to your Plan of Care.

Included in the Professional Home and Community Care Benefit is an International Benefit. You may be eligible to receive International Benefits if you become Chronically Ill and are receiving Qualified Long Term Care Services while traveling outside of the United States, its territories or possessions, or Canada. International Benefits will be paid on an indemnity basis.

Inflation Protection and Benefit Increase Options:

5% Compound Inflation Protection:

If your coverage includes this option, your LTC Facility Monthly Benefit will increase each year on the Coverage Effective Date by 5% of your LTC Facility Monthly Benefit in effect on that date. Increases will be automatic and will occur regardless of your health and whether or not you are eligible for or are receiving benefit payments. Your premium will not increase due to automatic increases in your LTC Facility Monthly Benefit.

9. LIMITATIONS AND EXCLUSIONS

We will not provide benefits for:

- a Chronic Illness caused by war or any act of war, whether declared or undeclared, that occurs while your coverage is in force.
- a Chronic Illness caused by intentionally self-inflicted injuries or attempted suicide, while sane.
- a Chronic Illness caused by the commission of a crime for which you have been convicted under law, or caused by your attempt to commit a crime under law caused by the participation in a felony, riot, or insurrection.
- a Chronic Illness caused by alcoholism, alcohol abuse, drug addiction or drug abuse and drug addiction.
- any period of time while you are Chronically Ill and you are confined in a hospital, other than if you are confined to a LTC Facility that is a distinctly separate part of a hospital. This exclusion does not apply to those periods covered under the Bed Reservation Benefit.
- any period of time that you are Chronically Ill and you are outside the United States, its territories or possessions or Canada for 30 consecutive days or longer if a home care benefit is not selected.

Non-Duplication of Coverage

The policy will only pay covered charges in excess of charges covered and paid under Medicare.

THE POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

10. RELATIONSHIP OF COST OF CARE AND BENEFITS. Because the cost of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted.

- If the plan provides an Inflation Protection or Benefit Increase Option and you have chosen the option, your LTC Facility Monthly Benefit will increase each year on the Coverage Effective Date. Increases will be automatic and will occur regardless of your health and whether or not you are Chronically Ill. Your premium will not increase due to the automatic increases in your LTC Facility Monthly Benefit.
- After your coverage is in force, you will be allowed to increase your coverage based on the benefits available under the Policyholder's plan. To do so, you must complete a new benefit election form and a Long Term Care Insurance Application. No increased or additional coverage will become effective unless we approve your Long Term Care Insurance Application for such change. Premiums for your coverage may be adjusted due to changes or increase in your coverage based on your age on the date you apply to change or increase your coverage.

11. NON-FORFEITURE BENEFITS.

As an accident and sickness policy, the policy does not have a cash value associated with life insurance products. The policy may offer for an additional charge, if applicable, a non-forfeiture benefit that will continue until exhausted even if your coverage lapses due to nonpayment of policy premiums. Refer to the OPTIONAL BENEFITS PROVIDED BY THE POLICY section to see if a non-forfeiture benefit was chosen by the policyholder and a description of the non-forfeiture benefit is available.

12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.

The policy provides for coverage of Severe Cognitive Impairment. Severe Cognitive Impairment is not related to the inability to perform ADLs. Rather, Severe Cognitive Impairment means that you have lost the ability to reason and suffer a decrease in awareness, intuition and memory. Examples of Severe Cognitive Impairment are: Alzheimer's disease, multi-infarct dementia, brain injury, brain tumors or other such structural alterations of the brain.

13. PREMIUM

The initial premium charges will be figured at the premium rates as shown on the attached pages. Unum may change the premium rates when the terms of the policy are changed.

14. ADDITIONAL FEATURES

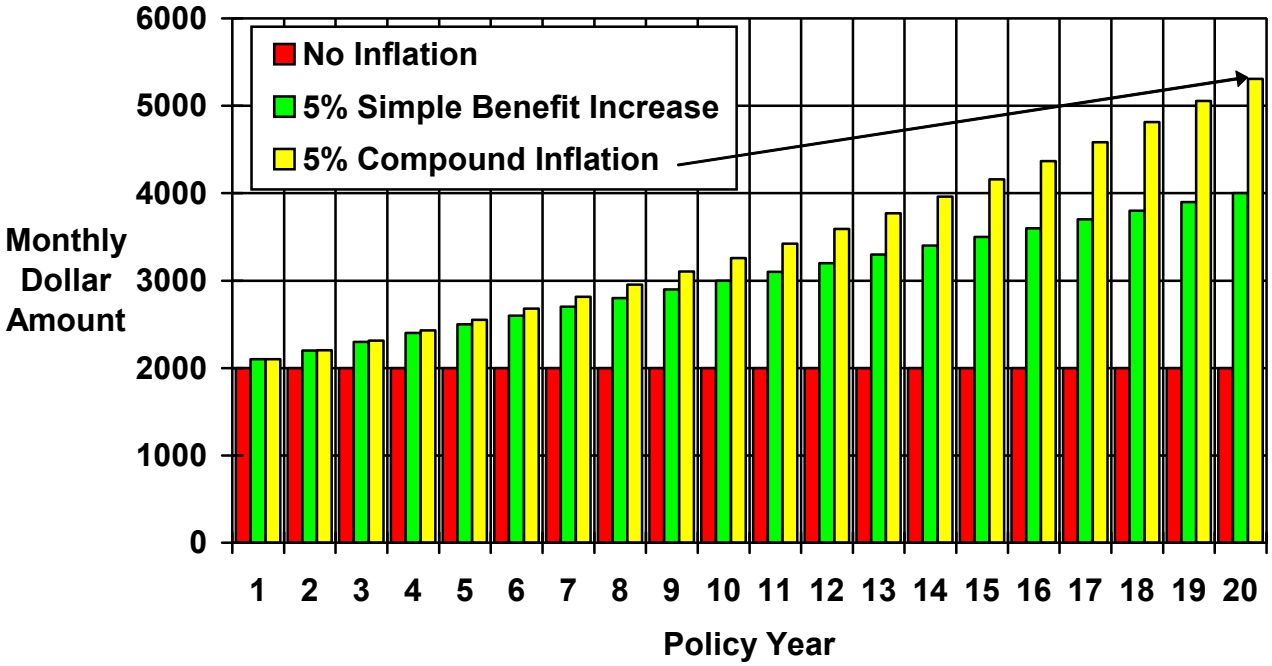
- Medical underwriting may be required.
- Eligibility and Participation
  You are eligible for the plan if you are: Regular active full time and part time employees working a minimum of 20 hours per week.

15. COMPLAINTS.

If you have a complaint, call us at (207) 575-2211. If you are not satisfied, you may call or write the Massachusetts Division of Insurance.

Long Term Care

Comparison of Benefits for Simple and Compound Inflation Protection



Monthly Premium Based On the Following:

- Issue Age 65
- LTC Facility with Professional Home and Community Care (50%)
- 90 Day Elimination Period
- Lifetime Maximum Benefit Period

Monthly Premium Without Inflation Protection:	$253.12
Monthly Premium With 5% Simple Benefit Increase:	$379.67
Monthly Premium With 5% Compound Inflation Protection:	$440.42

Premium will remain level; it will not increase due to automatic increases in benefit amounts.