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

### TENET HEALTHCARE CORPORATION

(the Policyholder)

Group Master Policy/Certificate Form Number 546961

**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 **Nevada**.

## 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 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.

## WHEN COVERAGE WILL END

Your coverage will end on the earliest of these dates;

- the date the Policy ends,
- the date you are no longer in an eligible class,
- the date your class is no longer included for insurance,
- the date you are no longer an Active Employee with the Policyholder,
- the date you no longer work for the Policyholder, or
- the end of the period for which premiums were last paid to UNUM for your coverage. If you are absent from work at the Policyholder for any reason, you will continue to be covered for group coverage if the Policyholder continues to pay premiums to UNUM.

### CONVERTED 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 converted 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 converted coverage.

Election for converted coverage must be made within 31 days of the date the group coverage would otherwise end. Any premium that applies must be paid directly to UNUM by you for any converted coverage to be continued.

# PREMIUM WAIVER

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 <u>not waived</u> while you are receiving a payment for Respite Care.

### RIGHT TO CHANGE PREMIUMS

The rate will not increase because you grow older or because of your use of the benefits. However, the 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.

# 4. 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. Upon receipt, your insurance will be
  deemed void from its effective date and any premium contribution(s) paid will be returned.
- Premiums for additional, increased or terminated insurance may cause a pro-rata adjustment on the next premium due date.

# 5. 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.

### 6. 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 benefit if you become disabled and you are receiving care while confined in a Long Term Care Facility or Assisted Living Facility. If you purchase Total Home Care or Professional Home Care Services coverage, we will pay you a benefit if you elect to receive care other than in a Long Term Care Facility or Assisted Living Facility. Coverage is subject to policy limitations, benefit maximums and elimination periods.

#### 7. BENEFITS PROVIDED BY THE POLICY

# REFER TO THE ATTACHED SCHEDULE OF BENEFITS FOR THE BENEFITS AVAILABLE UNDER THE POLICYHOLDER'S PLAN

After you satisfy the Elimination Period, we will pay you:

The Long Term Care Facility Benefit Amount if you receive care while confined in a Long Term Care Facility. Your confinement must be because you need either: (1) the stand-by assistance of another person to perform 2 or more Activities of Daily Living (ADLs); or (2) continual supervision because you suffer from Cognitive Impairment, or

the Assisted Living Facility Benefit Amount if you are disabled and are receiving services in an Assisted Living Facility.

The Assisted Living Facility Benefit Amount will be the greater of:

- (1) 60% of the Long Term Care Facility Benefit Amount; or
- (2) the Total Home Care or Professional Home Care Services Benefit Amount shown on the Schedule of Benefits if Home Care is purchased.

# **Total Care Benefit (Includes Professional Home Care):**

We will pay you the Monthly Total Care Benefit Amount if you are disabled and you choose to receive care anywhere other than in a Long Term Care Facility or Assisted Living Facility.

This care can be provided at any type of facility, such as an Adult Day Care Facility or your home. Care can be provided to you by:

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

## **Professional Home Care Services Benefit:**

We will pay you 1/30th of the Monthly Professional Home Care Services Benefit Amount for each day you receive Professional Home Care Services if:

- a. you are disabled; and
- b. you choose to receive care anywhere other than in a Long Term Care Facility, or Assisted Living Facility.

This care can be provided at any type of facility, such as an Adult Day Care Facility, or your home by/through a licensed Home Health Care Provider.

# Inflation Protection Provision - 5% Simple Inflation With Cap

Your Monthly Benefit Amount will increase each year on January 1st by 5% of the original Monthly Benefit. Increases will be automatic and will occur regardless of your health and whether or not you are Disabled. Your premium will not increase due to automatic increases in your Monthly Benefit. In no event will the total Monthly Benefit Amount be more than 200% of your original Monthly Benefit Amount.

# Refer to the graphic Comparison Chart of all types of Inflation, located in Section 9 of this Outline of Coverage

# IMPORTANT TERMS YOU SHOULD KNOW:

### "Activities of Daily Living" (ADLs) are:

- BATHING the ability to wash yourself either in the tub or shower or by sponge bath, with or without equipment or adaptive devices.
- DRESSING 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.
- TOILETING 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.
- TRANSFERRING the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.

- CONTINENCE 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.
- EATING the ability to get nourishment into your body by any means once it has been prepared and made available to you.

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

"Cognitively Impaired" means that you have suffered a deterioration or loss in your intellectual capacity which requires another person's assistance or verbal cueing to protect yourself or others.

"**Disabled**" means that, due to sickness, injury or advanced age you are cognitively impaired, or you cannot perform 2 or more Activities of Daily Living without stand-by assistance.

"Elimination Period" is the number of consecutive days, specific to your plan, that you must wait before receiving benefits. The plan's Elimination Period begins once you lose 2 or more Activities of Daily Living or suffer Cognitive Impairment and are receiving care at the level of care in your plan.

For example, if your plan has an Elimination Period of 90 days and Facility care, you must suffer the loss and be receiving care in a Facility for those 90 consecutive days before you will be eligible for benefits.

The Elimination Period needs to be satisfied only once in your lifetime.

"Lifetime Maximum Benefit Amount" is the total dollar amount of benefits that will be paid under the policy. Your Lifetime Maximum Amount is based on the level of coverage and benefit duration you select.

"Respite Care" means formal care provided to you for a short period of time to allow your informal caregiver a break from their caregiving responsibilities. If you are eligible for a home care monthly 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. The amount of your payment will equal 1/30th of your home care monthly benefit for each day that you receive respite care.

# 8. LIMITATIONS AND 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 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 doctor. ("Controlled substance" is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments), or
- 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:
  - depression.
  - generalized anxiety disorders,
  - personality disorders,
  - schizophrenia,
  - manic depressive disorders, or

 adjustment disorders and other conditions that are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or similar methods of treatment.

However, UNUM will make payments to you for conditions that are not psychological, psychiatric or mental in nature, including Alzheimer's disease or similar forms of irreversible dementia.

# **Pre-existing Conditions Exclusion**

If you do not have to complete an Application for Long Term Care Insurance, which includes evidence of insurability, a pre-existing conditions exclusion may apply to you.

"Pre-Existing Condition" means 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 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.

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

### 9. 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.

#### COST

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

#### ELECTION TO INCREASE COVERAGE

You can apply at any time to increase coverage by filling out a new Benefit Election Form and a Long Term Care/Evidence of Insurability Application.

#### INFLATION PROTECTION COMPARISON

The following chart is an example comparison of monthly benefits with and without the Inflation Protection Option.

		With 5%
	Without	Simple
	Inflation	Inflation
	<b>Protection</b>	<b>Protection</b>
Policy	Monthly	Monthly
<u>Year</u>	<u>Benefit</u>	<u>Benefit</u>
1	\$2000.	\$2100.
2	\$2000.	\$2200.
3	\$2000.	\$2300.
4	\$2000.	\$2400.
5	\$2000.	\$2500.
6	\$2000.	\$2600.
7	\$2000.	\$2700.
8	\$2000.	\$2800.
9	\$2000.	\$2900.
10	\$2000.	\$3000.
11	\$2000.	\$3100.
12	\$2000.	\$3200.
13	\$2000.	\$3300.
14	\$2000.	\$3400.
15	\$2000.	\$3500.
16	\$2000.	\$3600.
17	\$2000.	\$3700.
18	\$2000.	\$3800.
19	\$2000.	\$3900.
20	\$2000.	\$4000.

### 10. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS

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

### 11. 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.

# 12. ADDITIONAL FEATURES

- Medical underwriting may be required
- Eligibility and Participation

  You are eligible for the plan if
  - You are eligible for the plan if you are:
  - an Active employee of the Policyholder and your family members.