

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

COMPREHENSIVE LONG TERM CARE INSURANCE - OUTLINE OF COVERAGE

FOR THE EMPLOYEES OF

MURCHISON & CUMMING, LLP #141664-002

Group Master Policy Number GLTC04

This policy for Long Term Care Insurance is intended to be a federally qualified Long Term Care Insurance contract and may qualify you for federal and state tax benefits.

NOTICE TO BUYER: This policy may not cover all costs associated with Long Term Care incurred by you during the period of coverage. You are advised to review carefully all policy limitations.

THIS POLICY IS AN APPROVED LONG-TERM CARE INSURANCE POLICY UNDER CALIFORNIA LAW AND REGULATIONS. HOWEVER, THE BENEFITS PAYABLE BY THIS POLICY WILL NOT QUALIFY FOR MEDI-CAL ASSET PROTECTION UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE. FOR INFORMATION ABOUT POLICIES AND CERTIFICATES QUALIFYING UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE, CALL THE HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM AT THE TOLL-FREE NUMBER, 1-800-434-0222.

IMPORTANT CAUTION ABOUT INFORMATION YOU PROVIDED

Caution: If you must complete an Application for Long Term Care Insurance, 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

1. The policy is a group policy which is issued in the state of California.

2. **PURPOSE OF OUTLINE OF COVERAGE.** This outline of coverage provides a very brief description of the important features of the plan. 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 us (Unum Life Insurance Company of America). 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.**
 - 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.

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 the insurance company. Neither Unum nor its agents represent Medicare, the federal government or any state government.

5. **LONG TERM CARE COVERAGE.** Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, 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.

The policy provides coverage in the form of a fixed dollar indemnity benefit if you are Chronically Ill and you are receiving care while confined in a Facility. If the policy includes coverage for Home 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.
6. **BENEFITS PROVIDED BY THE POLICY.** Refer to the attached **SUMMARY OF BENEFITS** for the benefits available under the Policyholder's plan.

Eligibility for 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.

Facility Benefit Payment

You must give us proof that you are receiving Qualified Long Term Care Services in a Facility before a Facility Monthly Benefit is paid. If you are eligible for benefits for a period of less than one month, we will pay you 1/30th of the monthly benefit for each day that you are Chronically Ill and receiving Qualified Long Term Care Services in a Facility. (Refer to the **OPTIONAL BENEFITS PROVIDED BY THE POLICY** section of this Outline of Coverage for information on benefit payments for home care).

Bed Reservation Benefit

If you are receiving a 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 Facility accommodations, you will be eligible for a Bed Reservation Benefit. We will pay you 1/30th of the Facility Monthly Benefit for each day you are absent from the Facility:

- 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 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 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. The Respite Care Benefit you will receive is equal to 1/30th of your Facility Monthly Benefit for each day you have Respite Care for up to 21 days each calendar year. 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.

Home Care Benefit- Home and Community-Based Care

If your coverage includes this Home Care Benefit, we will pay 1/30th of the Home Care Monthly Benefit you elected for each day you receive Home Care Services. Home Care Services may be provided anywhere other than a Facility, an acute care facility or other location excluded by the policy. You must provide written proof indicating the number of days you received Home Care Services before a benefit is paid.

"Home Care Services" mean care, treatment or services provided under a Plan of Care. This does not include care or services provided by Immediate Family Members, which includes your spouse or registered domestic partner, parent, daughter, son, sister or brother. Home Care Services can be provided at any type of facility, such as an Adult Day Care Facility, a Hospice Facility or your home and include Adult Day Care, Home Health Care, Homemaker Services, Hospice Services, Personal Care and Respite Care.

Home Care Services do not include services performed by providers that are not licensed or certified, when such services require licensing or certification under the laws of the states where the services are provided.

Included in the Home 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.

IMPORTANT TERMS YOU SHOULD KNOW

Activities of Daily Living Are: eating, bathing, continence, dressing, toileting and transferring.

"Chronic Illness" and "Chronically Ill" mean:

- 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.

"Facility" means a Nursing Facility, a Residential Care Facility, a Hospice Facility, an Alzheimer's Facility or a Rehabilitation Facility.

"Lifetime Maximum 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.

"Plan of Care" means a program of treatment or care. It must be developed by your Physician, multi-disciplinary team or Licensed Health Care Practitioner and approved, in writing, by your Physician before the start of Home Care Services.

"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. The services must be for your Chronic Illness and provided pursuant to a written Plan of Care; and you must obtain a Licensed Health Care Practitioner's Certification. You must be receiving Qualified Long Term Care Services in a Facility or receiving a Home Care Monthly Benefit.

"Respite Care" means short-term or periodic Qualified Long Term Care Services provided in an institution, in the home or in a community-based program, that is designed to give temporary relief to your primary informal caregiver from his or her caregiving duties. Care may be provided by a skilled or unskilled person under a Plan of Care.

"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.

Unum will make payments to you for conditions that are psychological, psychiatric or mental in nature, including Alzheimer's disease, organic disorders, or related degenerative and dementing illnesses.

"Substantial Assistance" means hands-on or 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.

OPTIONAL BENEFITS AVAILABLE

REFER TO THE SUMMARY OF BENEFITS TO DETERMINE WHETHER ANY OPTIONAL BENEFITS ARE PROVIDED UNDER THE POLICYHOLDER'S PLAN

Inflation Protection and Benefit Increase Options:

5% Compound Inflation Protection:

If your coverage includes this option, your Facility Monthly Benefit will increase each year on the Coverage Effective Date by 5% of your 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 Facility Monthly Benefit.

5% Simple Benefit Increase:

If your coverage includes this option, your Facility Monthly Benefit will increase each year on the Coverage Effective Date by 5% of your original Facility Monthly Benefit. 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 Facility Monthly Benefit.

7. LIMITATIONS AND EXCLUSIONS

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

- a Chronic Illness which is caused by a war (whether declared or undeclared) or any act of war,
- a Chronic Illness caused by suicide, whether sane or insane, attempted suicide, or intentionally self-inflicted injury;
- a Chronic Illness caused by participation in a felony, riot, or insurrection;
- treatment for alcoholism and drug addiction;
- a period in which you are confined in a hospital other than if you are confined in a Facility that is a distinctly separate part of a hospital (this exclusion does not apply to those periods covered under the Bed Reservation Benefit);
- care, treatment, services or claims certification by a Physician who is you, your spouse or registered domestic partner, parent, daughter, son, sister or brother; or
- care and services provided by an **Immediate Family Member**, who is you, your spouse or registered domestic partner, parent, daughter, son, sister or brother (not applicable if your coverage includes Home, Community-Based and Immediate Family Member Care).

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

8. 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.

- **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 CHANGE COVERAGE**

You can apply no less frequently than on each anniversary date after the policy is issued to increase coverage by filling out a new Benefit Election Form and a Long Term Care Insurance Application.

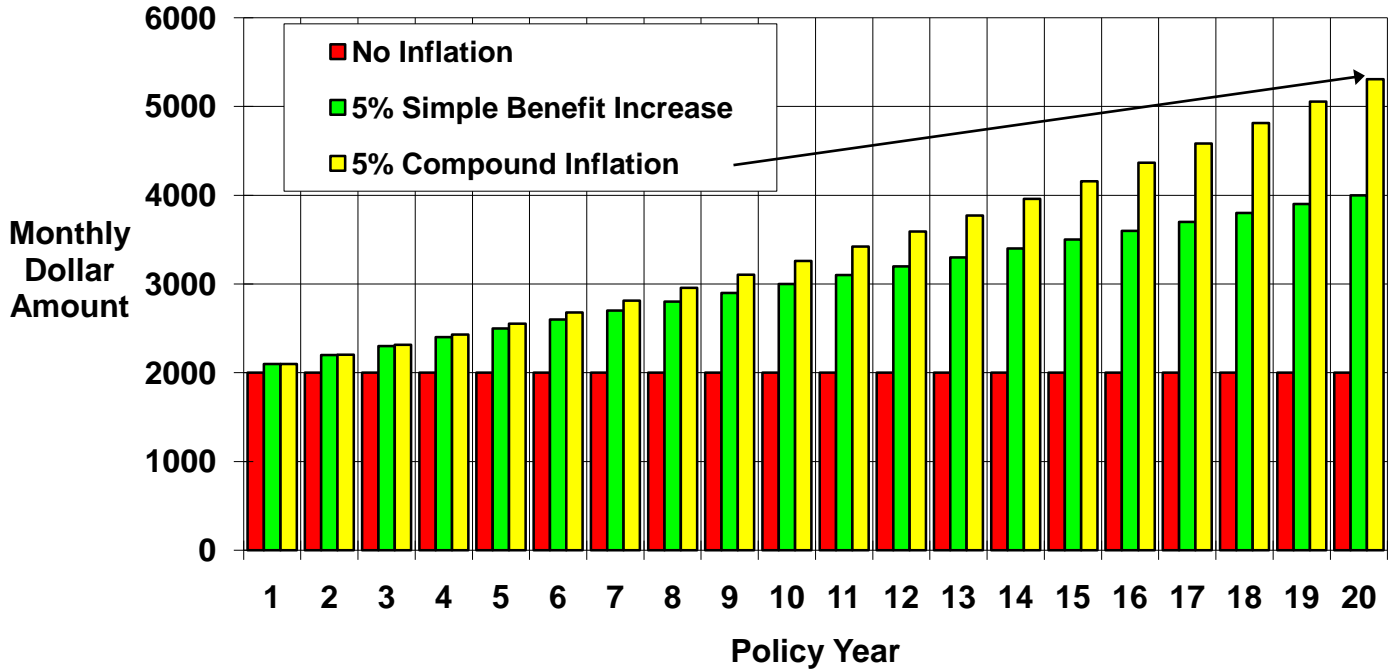
You can apply any time after the first year to lower your premium by reducing coverage or by discontinuing Home Care coverage.

- **INFLATION PROTECTION**

If your plan includes an Inflation Protection option, your Monthly Benefit will increase each year on the Coverage Effective Date by 5%. Your remaining Lifetime Maximum Amount will also increase. 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 Monthly Benefit.

Long Term Care

Comparison of Benefits for Simple and Compound Inflation Protection



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

- **RENEWABILITY**

THE POLICY IS GUARANTEED RENEWABLE. The policy takes effect on the Policy Effective Date shown on the face page of the policy and continues until the end of the period for which the first premium has been paid. The Policyholder may renew the policy on each Policy Anniversary by paying each premium before its Grace Period ends. We reserve the right to change the premiums for the policy. We cannot change any of the terms of the policy or decline to renew it on our own; except that we may, in accordance with the provisions of the policy, and upon prior approval of the California Department of Insurance, change the premium rates for all insured with the same policy form number and in the same Class. A Class is a group of policies issued to individuals who share certain characteristics. The characteristics are based on the state where the policyholders live or the year of issue. Any change in premium will be effective on the Policy Anniversary Date. Written notification will be sent to the Policyholder at least 45 days in advance. We cannot discontinue the policy except where required by law or as a result of nonpayment of premium or other causes as described in the Policy Termination section of the policy.

- **WHEN COVERAGE WILL END**

Your coverage will terminate on the earliest of:

- the day after your Lifetime Maximum Benefit has been reached;
- the day after the end of your Grace Period, if premiums for your coverage are not paid within the Grace Period;
- the day after we receive your written notification that you wish to cancel your coverage; or
- the day after you die.

Your coverage will also terminate on the earliest of the following events:

- the date the group policy terminates; or
- the date you are no longer in an Eligible Group with the Policyholder; or
- the day after the pay period ends for which premiums were last paid to us by the Policyholder for your coverage;

unless you elect to continue your coverage under the Continuation of Coverage Provision.

- **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 the plan can continue on a direct billed basis. If you are already direct billed, your coverage will automatically transfer to continuation of coverage.

Election for continuation of coverage must be made within 60 days of the date the group coverage would otherwise end. Any premium that applies must be paid directly to Unum by you for any 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 a Home Care Services benefit 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.

- **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 for 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.

10. **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.

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: an Active Employee of the Policyholder and your Family Members.

13. **INFORMATION AND COUNSELING**

The California Department of Insurance has prepared a Consumer Guide to Long Term Care Insurance. This guide can be obtained by calling the Department of Insurance toll-free telephone number. This number is 1-800-927-4357. Additionally, the Health Insurance Counseling and Advocacy Program (HICAP) administered by the California Department of Aging, provides long term care insurance counseling to California senior citizens. If you would like to take benefit of this program, call the Department of Insurance toll-free number for a referral to your local HICAP representative.

1-800-927-4357