

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

**WEBBER, LLC
Policy: 299624**

Group Master Policy/Certificate Form Number GLTC04/CLTC04

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 upon medical and other questions you answered 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.

Notice to Buyer: The policy may not cover all the costs associated with long term care incurred by you during the period of coverage. You are advised to review carefully all policy limitations. In addition, you are advised that based on current health care cost trends, the benefits provided by your certificate may be significantly diminished in terms of real value to you, depending on the amount of time which elapses between the date of purchase and the date upon which you first become eligible for those benefits.

1. The policy is a group policy which is issued in the state of Texas.
2. **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 (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. In the event your coverage under the policy is cancelled by you, we will, within 30 days of the effective date of such cancellation, return the premium paid for any period beyond the end of the month following the date of cancellation of coverage. The cancellation date will be determined as the date written notification is received by us. Payment will be made to you.
 - c. If you die while insured under the policy, we will return any pro rata portion of any premium paid covering the period after your death. We will make the return 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 which is available from us. Neither Unum nor our agents represent Medicare, the federal government or any state government.
5. **LONG TERM CARE COVERAGE.** Long term care insurance is designed to provide coverage for necessary or medically necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and 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 Long Term Care Facility. If the policy includes coverage for Professional Home and Community Care or Total Choice 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.

Limitations and 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 and the Additional Care Benefit provisions. 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 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 LTC Facility. (Refer to the **OPTIONAL BENEFITS PROVIDED BY THE POLICY** section of this Outline of Coverage for information on benefit payments for home care).

Additional Care Benefit:

Once you are eligible for a benefit payment, you will have access to Additional 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 Additional Care Benefit payment to begin. The Additional 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 Additional 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 pay you 1/30th of the LTC Facility Monthly Benefit for each day you are absent from the LTC 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 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 is equal to 1/30th of 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.

Additional Care means special services; equipment or caregiver training designed to assist you in living at home or in other residential housing. Additional Care may include, but is not limited to:

- 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);
- assistance with arranging a visit from a Licensed Health Care Practitioner of your choice who will develop your Plan of Care;
- a visit from a home safety expert who will evaluate 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, excluding any Additional Care Benefit.

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 IF THE BOX FOR THAT BENEFIT IS CHECKED. 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 1/30th of the Home Care Monthly Benefit you elected for each day you receive Professional Home and Community Care Services. 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 Licensed Health Care Professional; or in an Adult Day Care Facility. Professional Home and Community Care Services include nursing care; physical, respiratory, and occupational or speech therapy; homemaker services; 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 Options:

5% Simple 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 original LTC 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 LTC Facility Monthly Benefit.

7. 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 participation in a felony, riot or insurrection.
- a Chronic Illness caused by alcoholism or 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.

Pre-Existing Condition Limitation

A Pre-Existing Condition is any condition that exists for which you:

- received or were recommended medical advice or treatment, consultation, care or services, for the condition; or
- took drugs or medicines that were prescribed for the condition,

during the six (6) month period right before your coverage began.

You will not be eligible for benefits during the six (6) months after your Coverage Effective Date if your eligibility for benefits is based on Severe Cognitive Impairment or the loss of an ADL that:

- is caused by, contributed to by, or results from a Pre-Existing Condition; or
- exists on the date your coverage begins.

If you were required to apply for coverage by completing a Long Term Care Application and we approved your application, the Pre-Existing Condition Limitation provision will not apply to you.

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.

If the plan provides an Inflation Protection 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.

9. **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 Additional Care Benefits.

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

The policy provides for coverage of Severe Cognitive Impairment. 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.

You will be eligible for a benefit if a Licensed Health Care Practitioner certifies that you require Substantial Supervision by another individual for the protection of self or others due to Severe Cognitive Impairment because of:

- a. a clinical diagnosis of Alzheimer's disease or related degenerative illnesses or illnesses involving dementia; or
- b. due to biologically based brain diseases/serious mental illnesses, including schizophrenia, paranoid and other psychotic disorders, bipolar disorders (mixed, manic, and depressive); major depressive disorders (single episode or recurrent); and schizo-affective disorders (bipolar or depressive).

A benefit will become payable after you satisfy your Elimination Period and you are receiving Qualified Long Term Care Services in a Long Term Care Facility or at home if your coverage includes home care.

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 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 OF 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 care coverage, and the Texas Department of Aging at 1-800-252-9240 to receive counseling regarding the purchase of long term care or other health care coverage.

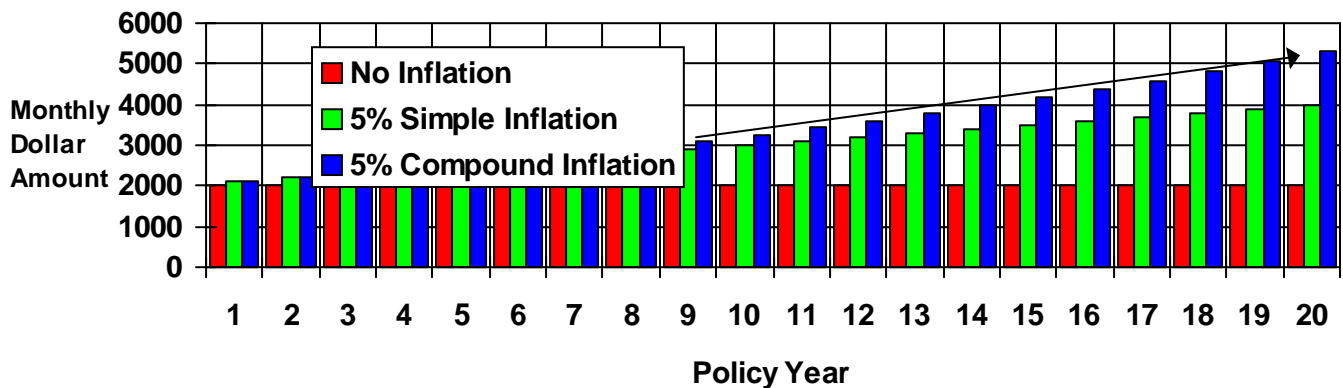
13. DENIAL OF APPLICATION

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. OFFER OF INFLATION

The following chart shows a comparison, over a period of 20 years, of a \$2,000 monthly benefit with and without inflation. If the plan includes an Inflation Protection option and you elect such option, your LTC Facility Monthly Benefit amount will increase by 5% each year on the Coverage Effective Date anniversary. Increases will be automatic and will occur regardless of your health and whether or not you are eligible for or are receiving benefit payments under the policy. Your premium will not increase due to automatic increase in your LTC Facility Monthly Benefit.

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 Inflation Protection: \$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.

15. OFFER OF NON-FORFEITURE BENEFIT - SHORTENED BENEFIT PERIOD

If the plan includes this Non-Forfeiture Benefit and you elect such benefit and your coverage terminates due to nonpayment of premium after it has been in force for at least three (3) full years, you may be eligible for a Non-Forfeiture Benefit. This means your coverage would continue automatically with the same level of benefits, except for a reduction in your Lifetime Maximum Benefit. Your Lifetime Maximum Benefit under the Non-Forfeiture Benefit will be equal to the total premium paid up to the date you stopped paying premiums. In no event will your Lifetime Maximum Benefit Amount:

- a. be less than one month of your LTC Facility Monthly Benefit; or
- b. exceed that which would have been paid had you not stopped paying premiums.

**Non-Forfeiture Benefit Value Upon Policy Lapse
Example of \$1,000 Annual Premium with an issue age of 37:**

| Age at Lapse | Total Premium Paid (No Claims) | Rider Premium | Shortened Benefit \$50/day | Shortened Benefit \$100/day |
|--------------|--------------------------------|---------------|----------------------------|-----------------------------|
| 40 | \$ 3,000 | \$ 150 | 60 days | 30 days |
| 50 | \$13,000 | \$ 650 | 260 days | 130 days |
| 60 | \$23,000 | \$1,150 | 460 days | 230 days |
| 70 | \$33,000 | \$1,650 | 660 days | 330 days |
| 80 | \$43,000 | \$2,150 | 860 days | 430 days |

(NOTE: This example is for illustrative purposes only.)

CONTINGENT NON-FORFEITURE

The policy has a Contingent Non-forfeiture Benefit. This means that if premium rates increase to a level which results in a cumulative percentage increase in your annual premium over your initial annual premium that is great than or equal to the percentage shown in the chart below, base on your original issue age, you may choose to do one of the following:

- a. continue to pay the required premium;
- b. decrease your coverage, without additional underwriting, so that premium payments are not increased;
- c. elect to convert your coverage within 120 days of the premium increase effective date to a paid-up status with the Contingent Non-forfeiture Benefit; or
- d. terminate your coverage within 120 days of the premium increase effective date and be automatically converted to the Contingent Non-forfeiture Benefit.

Triggers For A Substantial Premium Increase

| Issue Age | Percent Increase Over Initial Premium | Issue Age | Percent Increase Over Initial Premium | Issue Age | Percent Increase Over Initial Premium |
|------------|---------------------------------------|-----------|---------------------------------------|-------------|---------------------------------------|
| 29 & under | 200% | 66 | 48% | 79 | 22% |
| 30-34 | 190% | 67 | 46% | 80 | 20% |
| 35-39 | 170% | 68 | 44% | 81 | 19% |
| 40-44 | 150% | 69 | 42% | 82 | 18% |
| 45-49 | 130% | 70 | 40% | 83 | 17% |
| 50-54 | 110% | 71 | 38% | 84 | 16% |
| 55-59 | 90% | 72 | 36% | 85 | 15% |
| 60 | 70% | 73 | 34% | 86 | 14% |
| 61 | 66% | 74 | 32% | 87 | 13% |
| 62 | 62% | 75 | 30% | 88 | 12% |
| 63 | 58% | 76 | 28% | 89 | 11% |
| 64 | 54% | 77 | 26% | 90 and over | 10% |

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

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

17. **ADDITIONAL FEATURES**

If you are required to apply for long term care insurance, you must complete the Application for Long Term Care Insurance and you may be required to submit to an Assessment. An Assessment is an evaluation that includes a face-to-face interview with you to assist in determining your insurability.

An Assessment will also be done as often as reasonably required to verify your eligibility for benefits during the pendency of a claim.

If you become Chronically Ill and your coverage terminates because a premium is not paid by the end of the Grace Period, you may request to reinstate your coverage at any time until six months from the coverage termination date.

Your coverage will not lapse or be terminated for nonpayment of premium unless we notify you, and those persons designated by you to receive notice of lapse or termination, at least 30 days before the effective date of lapse or termination. Notice will be given by First Class United States mail, postage prepaid. Notice will not be given until 30 days after a premium is due and unpaid and will be deemed to have been given as of 5 days after the date of mailing.

You may provide us with a written designation of at least one person who is to receive the notice of cancellation of your coverage for nonpayment of premium, in addition to you. You have the right to change these designations. Designation does not constitute acceptance of any liability on the part of the designated person or persons for services provided to you.

Eligibility and Participation

You are eligible for the plan if you are:

- an Active Employee of the Policyholder, and your Family Members.