ADVANTAGE I

Specimen Contract

LONG TERM CARE INSURANCE

TAX QUALIFIED PLANS

California

This specimen is not intended to replace the filed contract

Unum Life Insurance Company of America
2211 Congress Street
Portland, ME 04122
www.unumprovident.com

A-32459-CA

UNUMPROVIDENT

Individual Long Term Care Insurance Policy

Sample Policy May Vary in Different States

Individual Long Term Care Insurance Summary of Benefits

Tax Qualified Plan

Comprehensive Long Term Care Policy Nursing Facility, Residential Care Facility and Home Care Insurance

This contract 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.

Unum Life Insurance Company of America (referred to as "we", "our", "us") is pleased to issue this insurance policy to you. This policy provides Nursing Facility benefits under stated conditions. Please refer to the policy provisions where we tell you when and how we will pay benefits. You will find an index of these provisions on Page 2.

This Policy is Guaranteed Renewable We Have a Limited Right to Change Premiums

This policy takes effect on the Coverage Effective Date shown in the Policy Schedule and continues until the end of the period for which the first premium has been paid. You may renew this policy on each Policy Anniversary by paying each premium before its Grace Period ends. We reserve the right to change premiums for this policy. We cannot change any of the terms of this Policy, or decline to renew it on our own; except that we may, in accordance with the provisions of this Policy, and upon prior approval of the California Insurance 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 may be based on the state where policyholders live or the year of issue. Any change in premium will be effective on your Policy Anniversary Date. We will send you written notice at least 31 days in advance.

30 Day Right to Examine your Policy

You may cancel this policy for any reason within 30 days after it is delivered to you or your representative. Simply return the policy, within 30 days of its receipt, to us at our Home Office. If this is done, the policy will be canceled from the beginning and all of the premium paid will be refunded.**If your answers on this application are misstated or untrue, we 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!

Important Caution About your Application

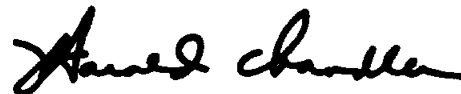
We issued this policy based upon medical and other questions you answered in your application. A copy of your application is attached. If, for any reason, any of your answers are incorrect or untrue, contact us immediately at the address stated below, to the attention of the Long Term Care Division.

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.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from us.

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 becomes effective on the Effective Date shown in the Policy Schedule, provided the first modal premium is paid.



Secretary President

Unum Life Insurance Company of America
Portland, Maine 04122

Index of Policy Provisions

RENEWAL 1

THIRTY DAY RIGHT TO EXAMINE POLICY 1

POLICY SCHEDULE 5

BENEFIT INFORMATION 6
- Eligibility for Benefits 6
- Facility Benefits 8
- Bed Reservation Provision 10
- Amount of Nursing Facility or Residential Care Facility Monthly Benefit 10
- Home Care Benefit 10
- Respite Care 12
- Amount of Home Care Monthly Benefit 12

LIMITATIONS & EXCLUSIONS 13
- Plan Exclusions 13
- Pre-Existing Conditions 13

GENERAL PROVISIONS 14
- Entire Contract; Changes 14
- Incontestable Clause 14
- Grace Period 14
- Reinstatement 15

CLAIM INFORMATION 16
- Notice of Claim 16
- Claim Forms 16
- Proofs of Loss 16
- Time Payment of Claim 16
- Payment of Claim 16
- Physical Examination 17
- Limitations of Actions on the Policy 17
- Right of Appeal 17

PREMIUMS 18
- Waiver of Premium 18
- Refund of Premium After Death 18

CHANGES IN COVERAGE 19

TERMINATION PROVISIONS 20
- Termination of Benefits 20
- Termination of Policy 20
- Extension of Benefits 20

POLICY ADMINISTRATION 21
- Misstatement of Age 21
- Nonparticipating 21
- Conformity with State Statutes 21
- Conformity with Federal Statutes 21
- Owner 21
- Loss Payee 21
- Assignment 21

TERMS YOU SHOULD KNOW 22

CALIFORNIA DISCLOSURE NOTICE 23

Any riders or amendments will follow at the end of this Policy.

Policy Schedule

This policy is for Tax Qualified Plans

Insured	John W. Doe	Policy Date	07/01/2001
Policy Number	123456	Effective Date	07/01/2001

Summary of Premium

The premium mode at issue is QUARTERLY.

Premiums are payable in United States dollars as follows:

Beginning	Annual	Semi-Annual	Quarterly	Monthly
07/01/2001	XXX.XX	XXX.XX	XX.XX	XX.XX

Summary of Coverage

FORM: LTC94PQ2 or LTC94TQ2

EFFECTIVE DATE: 07/01/2001	ANNUAL PREMIUM: XXX.XX
Elimination Period:	90 cumulative days
Monthly Benefit Amount:	Nursing Facility Monthly Benefit - $3,000 Residential Care Facility Benefit - 70% of Nursing Facility Monthly Benefit, or the Home Care Monthly Benefit if greater than 70%. Home Care Benefit - [50%] [75%] [100%] of Nursing Facility Benefit
Lifetime Maximum Benefit Amount:	$144,000
Inflation Protection:	Compound Inflation
Nonforfeiture Period:	Shortened Benefit Period

Other elimination periods available.

Monthly benefits from $1,000 to $6,000.

If the Policy Schedule shows that your Lifetime Maximum Benefit Amount is "**Unlimited**", your Lifetime Maximum Benefit Amount will not be limited to any dollar amount.

The Lifetime Maximum Benefit Amount for the Policy and any Optional Benefit Riders attached to the Policy will not exceed the Lifetime Maximum Benefit Amount shown in the Policy Schedule. Your Lifetime Maximum Benefit Amount will be adjusted to include any inflation protection option increases, if applicable.

Benefit Information

Eligibility for Benefits

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

- You suffer the loss of two or more Activities of Daily Living (ADLs); or
- You suffer Severe Cognitive Impairment; and
- a Physician has certified that you are unable to perform (without Substantial Assistance from another individual) two or more ADLs for a period that is expected to last 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 Physician certification every 12 months.

The treatment and services you receive for your Chronic Illness must be provided pursuant to a Plan of Care.

Activities of Daily Living defined.

"Activities of Daily Living" (ADLs) are:

- ***bathing:*** means washing oneself by sponge bath or in either a tub or shower, including the act of getting into or out of a tub or shower.
- ***dressing:*** means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- ***toileting:*** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- ***transferring:*** means the ability to move into and out of a bed, a chair, or wheelchair, or the ability to walk or move around inside or outside the home, regardless of the use of a cane, crutches, or braces.
- ***continence:*** means the ability to maintain control of bowels and bladder functions; or when unable to maintain control of bowel or bladder functions, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- ***eating:*** means feeding oneself by getting food in the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

You will be considered able to perform the above Activities of Daily Living, if the Activities of Daily Living can be performed by using equipment or adaptive devices.

"Chronic Illness and Chronically Ill" 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 or others from threats to your health and safety due to Severe Cognitive Impairment.

Health Care Practitioner defined.

"Licensed Health Care Practitioner" means any Physician, and any registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the Secretary of Treasury.

"Physician" means a person who is operating within the scope of his/her license, and is either:

- licensed to practice medicine and surgery and prescribe and administer drugs; or
- legally qualified as a medical practitioner and required to be recognized, under this policy for insurance purposes, according to applicable state insurance laws.

We will consider a person to be a Physician only when the person is performing tasks that are within the limits of the person's medical license. We will not recognize the following as Physicians for claims that you make to us under this Policy:

- You, or
- Your spouse, daughter, son, parent, sister or brother.

"Plan of Care" means a program of treatment or care. It must be developed by your Physician, multi-disciplinary team or a Licensed Health Care Practitioner and approved in writing by your Physician before the start of home care services. The Plan of Care is subject to updating in writing no more often than every 60 days. The insured will be responsible for submitting:

- the Physician approved Plan of Care; and
- the updates of such plan.

"Severe Cognitive Impairment" means a severe deterioration or loss, as reliably measured by clinical evidence and standardized tests, in:

- Your short or long term memory;
- Your orientation as to person, place, and time; or
- Your deductive or abstract reasoning.

Such deterioration or loss requires Substantial Supervision by another individual for the purpose of protecting yourself. Such loss can result from a Chronic Illness, Alzheimer's disease, or similar form of dementia.

This policy ***does cover*** losses from conditions that are physical in nature, such as Parkinson's disease, Alzheimer's disease, multi-infarct dementia, brain injury, brain tumors and conditions that are psychological, psychiatric or mental regardless of cause, or any other conditions that are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or similar methods of treatment.

"Substantial Assistance" means stand-by or hands-on assistance 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.

Facility Benefits

Payment of Facility Benefits

Once you become eligible for benefits, a Nursing Facility or Residential Care Facility Monthly Benefit will become payable after you have completed the Elimination Period, and you are residing in a Nursing Facility or Residential Care Facility. The treatment and services you receive for your Chronic Illness must be provided pursuant to a Plan of Care.

"Elimination Accumulation Period". We do not require that an Elimination Period longer than 30 days be consecutive days. However, we do require that an Elimination Period longer than 30 days occur entirely during a limited time span, called the Elimination Accumulation Period. The Elimination Accumulation Period is equal to 3 times the Elimination Period.

"Elimination Period" means a period of either:

- 20 or 30 consecutive days during which you are Chronically Ill and for which you are receiving services in a Nursing Facility, a Residential Care Facility, and no benefit is payable, or 20 or 30 consecutive days during which you suffer a covered Chronic Illness and you are receiving Home Care and no benefit is payable. Each calendar week that you receive at least one day of Home Care will be counted as seven days towards completing the Elimination Period. If you continue to remain at home or another similar place and do not receive Home Care for at least one day within a calendar week, the Elimination Period will begin again.

  A separate Elimination Period will apply to each covered loss. However, each covered loss that is separated from the other by less than 6 months will be considered to be the same covered loss and not subject to a new Elimination Period: or

- greater than 30 cumulative days during which you are Chronically Ill and for which you are receiving services in a Nursing Facility, a Residential Care Facility, and no benefit is payable or during which you are Chronically Ill and you are receiving Home Care and no benefit is payable. Each calendar week that you receive at least one day of Home Care will be counted as seven days towards completing the Elimination Period. An Elimination Period longer than 30 days must be satisfied by you only once during your Lifetime.

The number of days in the Elimination Period is shown in the Policy Schedule.

Nursing Facility defined

"Nursing Facility" means:

- a facility, or a distinctly separate part of a hospital, that provides skilled or intermediate nursing care and custodial care and operates under state licensing laws and any other laws that apply; or
- any other facility that meets all of the following tests:
  - is operated as a health care facility under applicable state licensing laws and any other laws;
  - primarily provides nursing care under the orders of a Physician;
  - operates under the supervision of a registered nurse or a licensed vocational nurse;
  - is regularly engaged in providing room and board and continuously provides 24-hour-a-day nursing care of sick and injured persons;
  - maintains a daily medical record of each patient who must be under the care of a Physician; and
  - is authorized to administer medication to patients on the order of a Physician; or
  - a similar facility approved by us.

Residential Care Facility defined

"Residential Care Facility" means:

- A facility that is primarily engaged in providing ongoing care and services to a minimum of 3 inpatients in one location and meets all of the following tests:
  - provides 24 hour a day care; and
  - provides custodial services and personal care assistance to support needs as a result of a Chronic Illness; and
  - has an employee on duty at all times who is awake, trained and ready to provide care; and
  - provides 3 meals a day, including special dietary requirements; and
  - operates under state licensing laws and any other laws that apply; and
  - maintains a plan of care and daily records; and
  - has formal arrangements for services of a physician or nurse to furnish medical care in the event of an emergency; and
  - is authorized to administer medications to patients on the order of a physician; or
- a similar facility approved by us.

NOTE: These requirements are typically met by facilities that are either free standing facilities or part of a life care community. Facilities not specifically named here must meet all the requirements of a Residential Care Facility. In general, they are not met by hospitals, individual residences, boarding homes, or independent living units.

Bed Reservation Provision

Bed Reservation

If your stay in a Nursing Facility or Residential Care 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 Nursing Facility or Residential Care Facility accommodations. Such days will count toward the Lifetime Maximum Benefit Amount.

If your stay is interrupted while you are completing your Elimination Period, such days will be used to help satisfy this period.

Covered Bed Reservation days will be limited to 31 days per calendar year.

Amount of Nursing Facility or Residential Care Facility Monthly Benefit

Facility Benefit Payment

The amount of your Nursing Facility or Residential Care Facility Monthly Benefit is shown in the Policy Schedule.

We will pay you:

- the Nursing Facility Benefit Amount if you are Chronically Ill and are receiving services in a Nursing Facility, or
- the Residential Care Facility Benefit Amount if you are Chronically Ill and are receiving services in a Residential Care Facility. The Residential Care Facility Benefit Amount is 70% of the Nursing Facility Benefit Amount or the Home Care Benefit Amount shown in the Policy Schedule, whichever is greater.

We will send the benefit payments to you each month. If you are eligible for benefits for a period that is less than one month, we will pay 1/30th of the net monthly payment for each day that you are Chronically Ill and are receiving services in a Nursing Facility or Residential Care Facility. Benefit payments will cease as provided in the "Termination of Benefits" section of this policy. In no event will the benefits paid under this policy exceed the Lifetime Maximum Benefit Amount shown in the Policy Schedule.

Home Care Benefit

Home and Community-Based Care

Once you become eligible for benefits, a Home Care Monthly Benefit will become payable after you have completed the Elimination Period; and you are receiving Home Care Services.

Definitions you should know

"Home Care Services" mean care, treatment or services receive for your Chronic Illness and must be provided pursuant to a Plan of Care. This care can be provided at any type of facility such as an Adult Day Care Facility, a Hospice Facility or your home by a Home Care Provider or a Licensed Home Health Care Professional, who are not Immediate Family Members. Home Care Services may include :

- ***"Adult Day Care"*** means medical or non-medical care on a less than 24-hour basis, provided in a licensed facility outside your residence for persons in need of personal services, supervision, protection or assistance in sustaining daily needs, including eating, bathing, dressing, transferring, toileting and taking medications.
- ***"Home Health Care"*** means skilled nursing or other professional services in the residence, including, but not limited to, part-time and intermittent skilled nursing services, home health aid services, physical therapy, occupational therapy, or speech therapy and audiology services, and medical social services by a social worker.
- ***"Homemaker Services"*** means assistance with activities necessary to or consistent with your ability to remain living in your residence, that is provided by a skilled or unskilled person (excluding Immediate Family Members) under a Plan of Care.
- ***"Hospice Services"*** are inpatient or outpatient services not paid by Medicare, that are designed to provide palliative care, alleviate the physical, emotional, social and spiritual discomforts of an individual who is experiencing the last phases of life due to the existence of a terminal disease, and to provide supportive care to the primary caregiver and the family. Care may be provided by a skilled or unskilled person (excluding Immediate Family Members) under a Plan of Care in your home or a Hospice Facility.

- ***"Personal Care"*** means assistance with ADLs, including the instrumental ADLs, provided by a skilled or unskilled person (excluding Immediate Family Members) under a Plan of Care. The instrumental ADLs include using the telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry and light housekeeping.
- ***"Respite Care"*** means short-term care provided in an institution, in the home, or in a community-based program, that is designed to relieve a primary caregiver in the home. Care may be provided by a skilled or unskilled person under a Plan of Care.

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

Home Care Services do not include services performed by your Immediate Family Members either directly to you or through a Home Care Provider, an Adult Day Care Facility or Hospice Facility.

"Adult Day Care Facility" is a facility that provides Adult Day Care and operates under state licensing laws and any other laws that apply.

"Home Care Provider" can be any of the following:

- a skilled or unskilled person appropriately licensed or certified by the state, if licensing or certification is required, to provide services under a Plan of Care, whether or not the person works for an agency or organization; or
- an organization that is licensed or certified by the appropriate licensing agency of the state where Home Care will be provided; or certified as a home care organization as defined under Medicare; or
- any other organization that meets all of the following tests:
  - Primarily provides nursing care and other therapeutic services;
  - Has standards, policies and rules established by a professional group which is associated with the organization;
  - Includes at least one Physician and one registered nurse;
  - Maintains a written record of care on each patient; and
  - Includes a Plan of Care and record of services provided; or
- a similar organization approved by us.

Such licensed personnel are not necessary for the Homemaker Services, Hospice Services, Personal Care and Respite Care and that unskilled unlicensed persons may perform these duties, whether or not the person works for an agency or organization.

"Hospice Facility" is a facility that provides a formal program of care for terminally ill patients whose life expectancy is less than one year, provided on an inpatient basis and directed by a physician. It must be licensed, accredited, certified or registered in accordance with state law.

"Immediate Family Members" include your spouse and anyone who is related to you as a parent, child, sister or brother.

"Licensed Home Health Care Professional" is a licensed therapist, a registered nurse, a licensed practical nurse or a licensed vocational nurse operating within the scope of his or her license, and/or a certified Hospice caregiver. A Licensed Home Health Care Professional must work from a written Plan of Care and maintain patient records. Such licensed personnel are not necessary for the Homemaker Services, Hospice Services, Personal Care and Respite Care and that unskilled unlicensed persons may perform these duties.

Respite Care Benefit

If you are Chronically Ill, but Home Care Benefits have not yet become payable, we will make payments to you for each day you receive Respite Care for up to 15 days each calendar year. You do not have to complete an Elimination Period for Respite Care payments to become payable. Such days will not count towards fulfillment of your Elimination Period. The amount of your daily payment will equal 1/30 of your:

- monthly Home Care Benefit Amount if Respite Care is provided by:
  - a formal caregiver, such as a Home Care Agency, a registered nurse, a licensed vocational nurse in:
  - your home,
  - Nursing Facility,
  - Residential Care Facility,
  - Adult Day Care Facility,
  - a similar facility approved by us; or
  - an informal caregiver, such as friends or relatives in your home;
- monthly Nursing Facility Benefit if Respite Care is provided in a Nursing Facility; or
- monthly Residential Care Facility Benefit if Respite Care is provided in an Residential Care Facility.

Premium will not be waived while you are receiving a payment for Respite Care.

Respite Care Benefits will reduce your Maximum Benefit Amount, and will end when the Maximum Benefit Amount has been reached. Payments received for Respite Care Benefits will not count towards the Elimination Period.

Amount of Home Care Monthly Benefit

Home Care Benefit Payment

We will pay you the Home Care Benefit Amount if you are Chronically Ill and you are receiving care anywhere other than a Nursing Facility, a Residential Care Facility or an acute care hospital. This care can be provided at any type of facility such as an Adult Day Care Facility, a Hospice Facility or your home by a Home Care Provider or a Licensed Home Health Care Professional. You must give us proof indicating days of Home Care Services provided to you before a benefit will be paid.

We will send the benefit payments to you each month. If you are eligible for benefits for a period that is less than one month, we will pay 1/30th of the net monthly payment for each day that you are Chronically Ill and are receiving Home Care services. Benefit payments will cease as provided in the "Termination of Benefits" section of this policy. In no event will the benefits paid under this policy exceed the Lifetime Maximum Benefit Amount shown in the Policy Schedule.

"Home Care Benefit" means your monthly Home Care Benefit Amount shown in the Policy Schedule.

Limitations and Exclusions

Plan Exclusions

We will not pay for any conditions listed here.

We will not provide benefits for:

- a Chronic Illness caused by a war or any act of war, whether declared or undeclared, that occurs while your insurance is in force;
- a Chronic Illness caused by suicide, whether sane or insane, intentionally self-inflicted injuries or attempted suicide;
- a Chronic Illness caused by participation in a felony for which you have been convicted under state or federal law, riot or insurrection;
- treatment for alcoholism or drug addiction;
- a period during which you are outside the United States, its territories or possessions for longer than 30 days; or
- a period in which you are confined in a hospital, other than if you are confined to 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 provision; or
- care, treatment, services or claim certification by a Physician, who is you, your spouse, your daughter, son, parent, sister or brother; or
- care, treatment or services provided by Immediate Family Members; who are you, your spouse, your daughter, son, parent, sister or brother.

Definition does not apply if family and friend coverage is purchased

Pre-Existing Conditions

We will not reduce or deny any claim under this policy because a Chronic Illness existed before the policy's Effective Date.

General Provisions

Entire Contract; Changes

This policy, including the endorsements and any attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or waive any of its provisions.

Unless we tell you something else, years, months and anniversaries that we refer to are calculated from the Policy Date shown on the Policy Schedule.

Incontestable Clause

Time Limit on Certain Defenses: After two years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a claim for loss incurred or Chronic Illness commencing after the expiration of the two year period.

No claim for loss incurred or Chronic Illness commencing after two years from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Policy.

If we do not complete medical underwriting and resolve all reasonable questions arising from information submitted on or with an application before issuing this Policy, then we may only rescind this Policy or deny an otherwise valid claim, upon clear and convincing evidence of fraud or material misrepresentation of the risk by you. The evidence shall:

- Pertain to the condition for which benefits are sought.
- Involve a chronic condition or involve dates of treatment before the date of application.
- Be material to the acceptance for coverage.

Pre-Existing Conditions: We will not reduce or deny any clam under this policy because a Chronic Illness existed before this Policy's Effective Date.

Grace Period

A Grace Period of 60 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period the policy shall continue inforce (subject to the right of us to terminate in accordance with the Termination of Policy provision hereof).

The first premium is due and payable on the Effective Date of the policy. There is no Grace Period for the first premium.

Designation of individuals to receive notice of lapse or termination of policy for nonpayment of premium:

(a)No individual long-term care policy shall be issued until the applicant has been given the right to designate at least one individual, in addition to the applicant, to receive notice of lapse or termination of a policy for nonpayment of premium. The insurer shall receive from each applicant one of the following:

(1)A written designation listing the name, address, and telephone number of at least one individual, in addition to the applicant, who is to receive notice of lapse or termination of the policy of nonpayment of premium.

(2)A waiver signed and dated by the applicant electing not to designate additional persons to receive notice.

(b)The insurer shall notify the insured of the right to change the written designation, no less often than once every two years.

(c) When the policyholder pays the premium for a long-term care insurance policy through a payroll or pension deduction plan, the requirements contained in subdivision (a) need not be met until 60 days after the policyholder is no longer on that deduction payment plan. The application for a certified long-term care insurance policy shall clearly indicate the deduction payment plan selected by the applicant.

(d) No individual long-term care policy shall lapse or be terminated for nonpayment of premium unless the insurer, at least 30 days prior to the effective date of the lapse or termination, gives notice to the insured and to the individual or individuals designated pursuant to subdivision (a), at the address provided by the insured for purposes of receiving notice of lapse or termination. Notice shall be given by first-class United States mail, postage prepaid, not less than 30 days after a premium is due and unpaid.

Reinstatement Due to Chronic Illness

Each long-term care insurance policy shall include a provision which, in the event of lapse, provides for reinstatement of coverage, if the insurer is provided with proof of the insured's cognitive impairment or the loss of functional capacity. This option shall be available to the insured if requested within five months after termination and shall allow for the collection of a past due premium, where appropriate. The standard of proof of cognitive impairment or loss of functional capacity shall not be more stringent than the benefit eligibility criteria on cognitive impairment or the loss of functional capacity contained in the policy.

Reinstatement

If any renewal premium be not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provide, however, that if the insurer or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by the insurer or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the insurer has previously notified the insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects the insured and insurer shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Claim Information

Notice of Claim

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or an behalf of the insured or the beneficiary to the insurer at Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122, or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.

Claim Forms

The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirement of this policy as to Proof of Loss upon submitting, within the time fixed in the policy for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time Payment Claim

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Payment of Claim

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or such estate. All other indemnities will be payable to the insured.

If any indemnity of this policy shall be payable to the estate of the insured, or to an insured or beneficiary who is a minor of otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding $1,000, to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

Subject to any written direction of the insured in the application or otherwise all or a portion of any indemnities provided by this policy on account of hospital, nursing, medical, or surgical services may, a the insurer's option and unless the insured requests otherwise in

writing not later than the time of filing proofs of that loss, be paid directly to the person or persons having paid for the hospitalization or medical or surgical aid, or to the hospital or person rendering those services; but it is not required that the service be rendered by a particular hospital or person.

Physical Examinations

The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder.

Limitations of Actions on the Policy

Legal Actions: No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written Proof of Loss is required to be furnished.

Right of Appeal

We will notify you, in writing, immediately, but in no event more than forty (40) calendar days after the claim form was filed, if a claim or any part of a claim is denied. The denial letter will state:

- the specific reason(s) for the denial with reference to the applicable policy provision(s);
- a description of any additional material or information that is necessary to complete the claim; and
- an explanation of why the additional material is necessary.

If you are not satisfied with the reason for the denial, you or your representative may ask to have the claim reviewed by our Quality Review Section. The request must be in writing and should include any supporting material or information that may help us to review the claim.

With proper authorization, you may request copies of the pertinent documents used for the claim review. In some cases, we may request that you provide additional information to assist in the review.

Within 30 days after receipt of the request, or after the date all the needed information has been received, we will notify you or your representative of our determination, in writing. An explanation of the determination will also be provided.

Premiums

Waiver of Premium

After you have satisfied your Elimination Period, we will waive premium payment during any period for which benefits are payable. Any premium which you had paid to us during your Elimination Period will be refunded to you on a pro rata basis.

The pro rata refund will be calculated based on the number of days in your Elimination Period.

If benefits are no longer payable, or if you do not receive Home Care for a period of 30 consecutive days, you must resume premium payments. We will notify you of the amount of your next premium payment and the date it is due.

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

Refund of Premium After Death

If you die while insured under this policy, we will refund any pro rata portion of your 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.

Changes in Coverage

New Benefits or Benefit Eligibility

Unum will notify you of the availability of any new benefit(s) or benefit eligibility, not included in this Policy, within 12 months of their availability as long as you are not receiving benefits or you are not satisfying your Elimination Period. Premium for the new benefit(s) or benefit eligibility will be based on your attained age.

Increases in Coverage

You can apply at any time to increase coverage by filling out a new Application for Long Term Care Insurance. If your application for an increase in coverage is approved, the premium for the increase in coverage will be based on your age at the time you applied for the increase.

Option to Lower Premium and Reduce Coverage

You have the right, exercisable any time after the first year your coverage has been in force, to lower your premium. You may do so in one of the following ways:

- Reduce your Lifetime Maximum Benefit Amount (shown on the POLICY SCHEDULE page).
- Reduce your Nursing Facility Monthly Benefit Amount (shown on the POLICY SCHEDULE page).
- Reduce your Home Care percentage, if greater than 50% of the Nursing Facility and Residential Care Facility Monthly Benefit, (shown on the POLICY SCHEDULE page).
- Convert your Comprehensive Long Term Care Policy to a Nursing Facility and Residential Care Facility Only Policy.

To apply for a decrease in coverage, you must complete and submit a policy change application. The premium rate to be paid for any decreases in coverage will be based on your age at the time your original policy was issued.

Termination Provisions

Termination of Benefits

Your benefit payments will cease on the earliest of:

- the day after you are no longer Chronically Ill;
- the expiration of your Physician certification;
- the day after you are no longer residing in a Nursing Facility or a Residential Care Facility;
- 30 days after you cease to receive Home Care;
- the day after the Lifetime Maximum Benefit Amount has been paid; or
- the day after you die.

Extension of Benefits

Termination of coverage will be without prejudice to any benefits payable under the policy if eligibility for such benefits or Chronic Illness began while your long term care insurance was in force, and continues without interruption after termination. Such extension of benefits will be limited to the duration of the payment of the Lifetime Maximum Benefit Amount.

Termination of Policy

Your policy will terminate on the earliest of:

- the day after the Lifetime Maximum Benefit Amount has been paid;
- the day after you die; or
- the day after the end of the Grace Period, if you fail to pay your premium within the Grace Period.

Termination of the policy under any condition will not prejudice any payable claim which begins prior to termination.

Policy Administration

Misstatement of Age

If your age has been misstated, any benefit payable will be changed to the amount which the premium paid would have bought for the correct age.

If we accept premium for coverage, which we would not have issued or which would have ceased according to the correct age, our only liability is to refund the premium for the period not covered.

Nonparticipating; Dividends Not Payable

This policy does not participate in our profits or surplus earnings; and no dividends will be paid at any time.

Conformity with State Statutes

If any provision of this policy conflicts with the statutes of the state where you reside on the Effective Date of that provision, it is amended to conform to the minimum requirements of those statutes. Premiums may be changed to reflect these policy requirements.

Conformity with Federal Statutes

Unum has designed this qualified long term care insurance policy to meet the requirements of Section 7702B(b) of the Internal Revenue Code of 1986. If, in the future, changes are needed to maintain the tax deductibility of this policy, Unum will make every reasonable effort to amend this policy to maintain its tax deductibility. You will be given the opportunity to amend this policy in order to preserve its favorable federal income tax treatment. If the required changes are not made, this policy may lose its tax deductibility.

Owner

You own this policy. You have all the rights and privileges granted by this policy while it is in effect. Some of your ownership rights are:

- the right to continue or terminate this policy;
- the right to name someone else (a Loss Payee) to receive the benefits of this policy;
- the right to suspend this policy while you are in military service; and
- the right to assign any or all rights under this policy.

Loss Payee

If you decide to have someone else receive policy benefits, you must notify us in writing on a form satisfactory to us. The notice will be effective when we receive it at our Home Office.

Assignment

You may assign any or all ownership rights to someone else. The assignment must be in writing and must specify the rights which are assigned and for how long. The Loss Payee is not changed by an assignment unless the assignment specifically names a new Loss Payee. When an assignment is in effect, "you" and "your" refer to the assignee in provisions, which describe ownership rights.

No assignment is binding on us until the original or an acceptable copy is received at our Home Office. We are not responsible for the validity or effect of any assignment.

Terms you Should Know

Many terms used in your policy have special meanings. A list of these terms and meanings follows:

"Effective Date" is the date shown in the Policy Schedule. Coverage takes effect on the Effective Date provided the first Modal Premium is paid.

"Home Office" means the Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.

"Lifetime Maximum Benefit Amount" means the total dollar amount of benefits that will be paid under the Policy. The Lifetime Maximum Benefit Amount is shown in the Policy Schedule. If the Policy Schedule shows that your Lifetime Maximum Benefit Amount is "Unlimited", your Lifetime Maximum Benefit Amount will not be limited to any dollar amount. Your Lifetime Maximum Benefit Amount will be adjusted to include any inflation protection option increases, if applicable.

"Monthly Benefit Amount" means your monthly Nursing Facility Benefit Amount, or your monthly Residential Care Facility Benefit Amount, or your Monthly Home Care Benefit Amount shown in the Policy Schedule.

"You" and "Your" refer to the Insured named in the Policy Schedule. It is the person whom we are insuring. The Insured cannot be changed.

CALIFORNIA DISCLOSURE NOTICE

GENERAL QUESTIONS: If you have any general questions about your insurance, you may contact the Insurance Company by:

CALLING:
1-800-421-0344
(Customer Information Call Center)

– OR –

WRITING TO:
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

COMPLAINTS: If a complaint arises about your insurance, you may contact the Insurance Company by:

CALLING:
1-800-321-3889
(Compliance Center Complaint Line)

– OR –

WRITING TO:
Chief Compliance Officer
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

WHEN CALLING OR WRITING TO THE INSURANCE COMPANY, PLEASE PROVIDE YOUR POLICY NUMBER

If the Policy was issued or delivered by an agent or broker, please contact your agent or broker for assistance.

You also can contact the California Department of Insurance. However, the California Department of Insurance should be contacted only after discussions with the Insurance Company or its agent or other representative, or both, have failed to produce a satisfactory resolution to the problem.

Department of Insurance
Consumer Communications Bureau
300 South Spring Street - South Tower
Los Angeles, California 90013
Toll Free Hotline Telephone Number: 1-800-927-4357
Local Telephone Number: 213-897-8921
Fax 213-736-2562
Office Hours: 8:00 a.m. - 5:00 p.m.

This form is for contact information only, and it is not to be considered a condition for the Policy.

Home Care Benefit

Home, Community-Based and Immediate Family Member Care

Covers Family & Friends

Once you become eligible for benefits, a Home Care Monthly Benefit will become payable after you have completed the Elimination Period; and you are receiving Home Care Services.

"**Home Care Services**" mean care, treatment or services you receive for your Chronic Illness and must be provided pursuant to a Plan of Care. 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 formal caregiver, such as a home care provider (skilled or unskilled) or a licensed home health care professional; or
- an informal caregiver, such as a family member or friend.

Home Care Services may include:

- "**Adult Day Care**" means medical or non-medical care on a less than 24-hour basis, provided in a licensed facility outside your residence for persons in need of personal services, supervision, protection or assistance in sustaining daily needs, including eating, bathing, dressing, transferring, toileting and taking medications.
- "**Home Health Care**" means skilled nursing or other professional services in the residence, including, but not limited to, part-time and intermittent skilled nursing services, home health aid services, physical therapy, occupational therapy, or speech therapy and audiology services, and medical social services by a social worker.
- "**Homemaker Services**" means assistance with activities necessary to or consistent with your ability to remain living in your residence, that is provided by a skilled or unskilled person.
- "**Hospice Services**" are inpatient or outpatient services not paid by Medicare, that are designed to provide palliative care, alleviate the physical, emotional, social and spiritual discomforts of an individual who is experiencing the last phases of life due to the existence of a terminal disease, and to provide supportive care to the primary caregiver and the family. Care may be provided by a skilled or unskilled person under a plan of care in your home or a Hospice Facility.
- "**Personal Care**" means assistance with ADLs, including the instrumental ADLs, provided by a skilled or unskilled person. The instrumental ADLs include using the telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry and light housekeeping.
- "**Respite Care**" means short-term care provided in an institution, in the home, or in a community-based program, that is designed to relieve a primary caregiver in the home. Care may be provided by a skilled or unskilled person under a Plan of Care.

"**Adult Day Care Facility**" is a facility that provides Adult Day Care and operates under state licensing laws and any other laws that apply.

"**Hospice Facility**" is a facility that provides a formal program of care for terminally ill patients whose life expectancy is less than one year, provided on an inpatient basis and directed by a physician. It must be licensed, accredited, certified or registered in accordance with state law.

Respite Care Benefit

If you are Chronically Ill, but Home Care Benefits have not yet become payable, we will make payments to you for each day you receive Respite Care for up to 15 days each calendar year. You do not have to complete an Elimination Period for Respite Care payments to become payable. Such days will not count towards fulfillment of your Elimination Period. The amount of your daily payment will equal 1/30 of your:

- monthly home Care Benefit Amount if Respite Care is provided by:
  - a formal caregiver, such as a family home care agency, a registered nurse, a licensed vocational nurse in:
    - your home,
    - Nursing Facility,
    - Residential Care Facility,
    - Adult Care Facility,
    - a similar facility approved by us; or
  - an informal caregiver, such as friends or relatives in your home;
- monthly Nursing Facility Benefit if Respite Care is provided in a Nursing Facility; or
- monthly Residential Care Facility Benefit if Respite Care is provided in a Residential Care Facility.

Premium will not be waived while you are receiving a payment for Respite Care.

Respite Care Benefits will reduce your Lifetime Maximum Benefit Amount, and will end when the Lifetime Maximum Benefit Amount has been reached. Payments received for Respite care Benefits will not count towards the Elimination Period.

Amount of Home Care Monthly Benefit

We will pay you the Home Care Benefit Amount if you are Chronically Ill and you are receiving care anywhere other than a Nursing Facility, Residential Care Facility, or an acute care hospital. This care can be provided at any type of facility such as an Adult Day Care Facility, a Hospice Facility or your home. Care can be provided to you by:

- a formal caregiver, such as a home health care provider, a registered nurse, a licensed vocational nurse; or
- an informal caregiver, such as a friend or relative

We will send the benefit payments to you each month. If you are eligible for benefits for a period that is less than one month, we will pay 1/30th of the net monthly payment for each day that you are Chronically Ill and are receiving Home Care Services. Benefit payments will cease as provided in the "Termination of Benefits" section of this policy. In no event will the benefits paid under this policy exceed the Lifetime Maximum Benefit Amount shown in the Policy Schedule.

"Home Care Benefit" means your monthly Home Care Benefit Amount shown in the Policy Schedule.

Inflation Protection Provision Rider

This rider is part of the policy to which it is attached. The rights provided by this rider are subject to the terms and conditions of this rider and the rest of the policy. This rider becomes effective on the later of the Effective Date of the policy or the Rider Date shown in the Policy Schedule. Premiums for this rider are shown in the rider description in the Policy Schedule. They are payable at the same time and under the same conditions as premiums for the policy.

5% Compound Inflation Protection

Your Monthly Benefit will increase each year on the Policy Anniversary by 5% of the Monthly Benefit in effect on that Policy Anniversary. Increases will be automatic and will occur regardless of your health and whether or not you are receiving covered care. Your premium will not increase due to automatic increases in your Monthly Benefit. Your remaining Lifetime Maximum Benefit Amount will also increase by 5%.

How Long Benefits Will Be Paid

The Inflation Protection Provision will cease on the earliest of:

- the day after the Maximum Benefit Amount has been paid; or
- the day after you die.

Termination of the Rider

This rider will terminate on the earliest of:

- the date we receive your written request to terminate this rider; or
- the date the policy terminates.

Signed for us at our Home Office on the effective date of this rider.

Non-Forfeiture Benefit Rider Shortened Benefit Period

This rider is part of the policy to which it is attached. The rights provided by this rider are subject to the terms and conditions of this rider and the rest of the policy. This rider becomes effective on the later of the Effective Date of the policy or the Rider Date shown in the Policy Schedule. Premiums for this rider are shown in the rider description in the Policy Schedule. They are payable at the same time and under the same conditions as premiums for the policy.

If you stop making premium payments after your policy has been in force for at least three years, you will be eligible for a Non-forfeiture Benefit. This means that your policy would continue automatically with the same level of benefits, except for a reduction in your Lifetime Maximum Benefit Amount. Your Lifetime Maximum Benefit Amount under this Non-forfeiture Benefit will be equal to the total premium paid up to the date you stopped paying premiums.

In no event will the Lifetime Maximum Benefit Amount:

- be less than three Nursing Facility Monthly Benefit payment amounts; or
- exceed that which would have been paid had you not stopped paying premiums.

No inflation protection increases, if included in your plan, will be made after the end of the period for which premiums were last remitted to Unum for your policy.

This policy has no cash surrender value.

How Long Benefits Will Be Paid

The Non-forfeiture Benefit will cease on the earliest of:

- the day after the Lifetime Maximum Benefit Amount has been paid; or
- the day after you die.

Termination of the Rider

This rider will terminate on the earliest of:

- the date we receive your written request to terminate this rider; or
- the date the policy terminates.

Policy Series:
LTC94PQ2 and LTC94TQ2

The UnumProvident brand represents the disability income protection resources of several insuring companies with more than a century of industry experience. These companies provide a range of insurance products and services designed to help people balance their work and personal lives, return to work after disability, and protect their incomes and preserve their assets from the financial effects of illness and injury.

UnumProvident is the marketing brand: The Long Term Care insurance is underwritten by Unum Life Insurance Company of America, 2211 Congress Street, Portland, ME 04122, a subsidiary of UnumProvident Corporation.
www.unumprovident.com

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