# Long-Term Care Insurance

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# Introduction

The ConocoPhillips Long-Term Care (LTC) Insurance Plan (the Plan) provides coverage for expenses incurred if you or a covered family member loses the ability to function independently due to illness, injury or aging. The Plan pays a monthly LTC benefit for professional home-care services while you or a covered family member are in an extended care setting (i.e., a long-term care facility, an adult day care facility or an assisted living facility).

Please refer to the Glossary beginning on page M-1 for the definitions of underlined terms used throughout this SPD.

*"Glossary," page M-1*

In this chapter, the term "Company" refers to ConocoPhillips and the other companies that have adopted this Plan (as shown in "Employers Participating in the Plan" on this page).

## EMPLOYERS PARTICIPATING IN THE PLAN

As of Jan. 1, 2012, the most significant employers participating in the Plan are listed below. A complete current list of employers participating in the Plan may be obtained at any time, free of charge, from the Plan Administrator.

- ConocoPhillips Company
- ConocoPhillips Pipe Line Company
- Phillips Utility Gas Corporation
- ConocoPhillips Expatriate Services Corporation

*"Plan Administration," page I-5*

LTC insurance is not income-replacement insurance, nor is it intended to take the place of disability benefits provided through the ConocoPhillips Long-Term Disability Insurance Plan.

*"Long-Term Disability Insurance," page I-1*

# Who Is Eligible

### STORE EMPLOYEES AND MEMBERS OF THE RIVERHEAD PIPELINE UNION

Store employees and members of the Riverhead Pipeline Union **are not** eligible for Long-Term Care insurance.

## EMPLOYEE ELIGIBILITY

**If you're an active, regular full-time or regular part-time[1] employee,** you're eligible to participate in the Plan if you're:

- A U.S. citizen or resident alien non-store employee working within or outside the U.S. (includes rotators and U.S. expats) who is paid on the direct U.S. dollar payroll[2]; or
- A U.S. citizen or resident alien non-store employee working within or outside the U.S. (includes rotators and U.S. expats) who is paid on the direct U.S. dollar payroll[2] and who is on a personal, disability or military leave of absence or on a family medical leave of absence.

You're **not** eligible to participate in the Plan if your classification isn't described in this section. For example, temporary employees, independent contractors and commission agents aren't eligible for the Plan.

[1] *Regular part-time employees must work on average at least 20 hours per week.*

[2] *Direct U.S. dollar payroll means that payroll check is written in U.S. dollars by a U.S. company participating in the Plan and is not converted to another currency before being paid to the employee.*

**Note:** Special rules apply if your spouse is also a Company employee.

*"If Your Spouse Is Also a Company Employee," at right*

✔ Contact the Benefits Center for questions about whether your collective bargaining agreement expressly provides for your participation in the Plan.

*"Contacts," page A-1*

### *If Your Spouse Is Also a Company Employee*

If your spouse is also a ConocoPhillips employee, your spouse may be covered only as an employee under his or her own coverage — not under yours.

## DEPENDENT ELIGIBILITY

You can also elect LTC coverage for your eligible family members. **Note:** Each of the benefit plans offered to ConocoPhillips employees has its own requirements for determining dependent eligibility, so be sure to check the requirements for each Plan **before** enrolling a dependent in the Plan.

*"Glossary," page M-8*

### *If You Enroll an Ineligible Family Member*

If you have dependents enrolled who aren't eligible, the insurance company reserves the right to reduce or deny any claims or terminate insurance from the original effective date, unless a dependent is eligible for and enrolls in coverage continuation within 60 days of ineligibility.

*"Converting to an Individual Policy," page J-14*

# How to Enroll, Change or Cancel Coverage

To enroll, change or cancel your coverage, go to *w3.unum.com/enroll/conocophillips* for an enrollment form and follow the directions on the form. If you have questions about the enrollment procedure, contact the Claims Administrator.

*"Contacts," page A-1*

When you enroll, you'll:

- Choose from the Plan options available to you; and
- Authorize any required payroll deductions for the coverage you select.

Your enrollment materials will contain information to help you make your enrollment elections. Contact the Claims Administrator if you need more information.

*"Contacts," page A-1*

## WHEN TO ENROLL, CHANGE OR CANCEL COVERAGE

You can enroll, change or cancel coverage at any time. Evidence of insurability (EOI) will be required if you enroll more than 30 days after the date you're first eligible for coverage and for certain coverage elections.

### *When Evidence of Insurability Is Required*

Evidence of insurability (EOI) — also known as evidence of good health — is proof of your or your family member's good health that is acceptable to the Claims Administrator. You must supply EOI if:

- You elect coverage more than 30 days after your eligibility date;
- Coverage is for eligible family members — including your spouse, parents, adult children, siblings and grandparents — regardless of when they enroll; or
- You apply after a request for reinstatement of coverage is denied, or you reapply after six months from coverage termination (not applicable if coverage is not continued during a family medical leave of absence).

## WHEN COVERAGE BEGINS

The date coverage for you and/or your eligible family members begins depends on when you enroll.

- **If you enroll within 30 days of first becoming eligible,** your coverage is effective the first of the following month. If your enrollment happens to be completed on the first of any month, then coverage would become effective on that date.
- **If you enroll more than 30 days after first becoming eligible,** your coverage begins on the first of the month following approval of your application by the Claims Administrator. If your approval date is on the first of any month, then coverage becomes effective on that date.
- **For your eligible family members,** coverage begins on the first of the month following approval of their applications by the Claims Administrator. If the approval date is on the first of any month, then coverage becomes effective on that date.
- **If you return from a leave of absence-Labor Dispute** that is 30 calendar days or less, your prior coverage will automatically be reinstated effective the day you return to work. If the leave was more than 30 calendar days and you continued coverage by direct bill arrangements, your prior coverage will automatically be reinstated effective the day you return to work. If the leave was more than 30 calendar days, you did not continue coverage by direct bill arrangements and you re-enroll within 30 calendar days, you can enroll at any coverage level without EOI and your current age will be used to determine your premium. If the leave was more than 30 calendar days, you did not continue coverage by direct bill arrangements and you re-enroll more than 30 calendar days after you return from your leave, EOI will be required and your current age will be used to determine your premium.

For the dates shown above, coverage for you begins only if you're not absent from work due to illness, injury, temporary layoff or leave of absence. Otherwise your coverage will begin on the first day of the month after you return to work.

## CHANGING YOUR COVERAGE

You can enroll in the LTC Plan or change your Plan elections at any time, subject to the following:

- Your new elections will take effect the first of the month following approval by the Claims Administrator.
- You can **cancel** your or your spouse's coverage at any time by submitting your request to the Benefits Center.
- You can **change** your or your spouse's coverage at any time by submitting your request to the Claims Administrator.
- Your family members (excluding your spouse) can change or cancel their coverage at any time by submitting a request to the Claims Administrator.

*"Contacts," page A-1*

## IF YOU TAKE A LEAVE OF ABSENCE

If you're on a leave of absence, you may continue coverage for yourself and your eligible family members during the approved leave period — provided you make any required payments for coverage when they're due.

- During your leave, you pay the same monthly cost for coverage that an active employee would pay.
  - If you're on a paid leave, your monthly costs will continue to be deducted from your paycheck on an after-tax basis.
  - If you're not receiving a paycheck from the Company, you'll pay the cost for coverage to ConocoPhillips on an after-tax basis. (ConocoPhillips will bill you for the cost for coverage.)
- When you return to work, the Company will resume deducting the costs from your paycheck on an after-tax basis.

If you end your coverage while you're away on leave — or if your coverage is ended due to non-payment of required costs — you must meet the same criteria as an active employee if you want to re-enroll in the Plan upon your return to work.

*"Who Is Eligible," page J-3; "How to Enroll, Change or Cancel Coverage," page J-4*

## IF YOU HAVE A LEAVE OF ABSENCE-LABOR DISPUTE

If you're placed on a leave of absence-Labor Dispute, coverage for you and your dependents will end on the last day of the month in which the leave begins. You may continue coverage for yourself and your dependents during the leave under direct bill method. See page J-4 for coverage after you return to work. If you are on a leave of absence-Labor Dispute during a regularly scheduled annual enrollment, you won't be eligible and a special annual enrollment period will be provided after you return from leave of absence-Labor Dispute.

# What the Plan Costs

You pay the entire cost of LTC insurance coverage for yourself and your enrolled spouse with monthly deductions from your paycheck on an after-tax basis. Covered parents, stepparents, adult children, grandparents, former spouses and former employees pay monthly costs directly to the insurance company.

LTC insurance monthly costs are based on:

- The long-term care facility monthly benefit[1] amount elected;
- The coverage option(s)[1] elected; and
- The insured person's age. Costs are entry-age-level funded, which means the cost is based on the insured person's age at the time coverage is effective and won't increase simply because that person ages or because LTC benefits are paid.

[1] *See "Long-Term Care Benefit Options" for information on the monthly benefit amounts and coverage options.*

*"Long-Term Care Benefit Options," page J-9*

The insurance company may change the rates for all participants once a year if the Plan's claims experience, risk factors or estimates of future costs change.

Once LTC benefits become payable, your monthly costs are waived for as long as you're disabled. If you don't receive professional home-care services for a period of 30 consecutive days or if LTC benefits are no longer payable, you must resume paying the monthly costs in order to continue your coverage. Your monthly costs are not waived while you're receiving a payment for respite care.

## LTC MONTHLY RATES
(Per Each $1,000 in Monthly Benefits)

| Age | Base Plan | Base Plan + Non-Forfeiture | Base Plan + Inflation | Base Plan + Non-Forfeiture + Inflation |
|---|---|---|---|---|
| 18 – 30 | $ 2.90 | $ 3.50 | $ 4.10 | $ 4.90 |
| 31 | $ 3.00 | $ 3.60 | $ 4.30 | $ 5.20 |
| 32 | $ 3.00 | $ 3.60 | $ 4.30 | $ 5.20 |
| 33 | $ 3.10 | $ 3.80 | $ 4.60 | $ 5.50 |
| 34 | $ 3.10 | $ 3.80 | $ 4.60 | $ 5.60 |
| 35 | $ 3.30 | $ 4.00 | $ 4.90 | $ 5.90 |
| 36 | $ 3.40 | $ 4.10 | $ 5.10 | $ 6.10 |
| 37 | $ 3.50 | $ 4.30 | $ 5.40 | $ 6.50 |
| 38 | $ 3.70 | $ 4.40 | $ 5.60 | $ 6.80 |
| 39 | $ 3.80 | $ 4.60 | $ 5.90 | $ 7.10 |
| 40 | $ 4.00 | $ 4.80 | $ 6.20 | $ 7.40 |
| 41 | $ 4.20 | $ 5.00 | $ 6.60 | $ 7.90 |
| 42 | $ 4.30 | $ 5.10 | $ 6.90 | $ 8.20 |
| 43 | $ 4.60 | $ 5.40 | $ 7.20 | $ 8.60 |
| 44 | $ 4.80 | $ 5.70 | $ 7.60 | $ 9.00 |
| 45 | $ 5.00 | $ 5.90 | $ 8.10 | $ 9.50 |
| 46 | $ 5.30 | $ 6.20 | $ 8.50 | $ 10.00 |
| 47 | $ 5.50 | $ 6.50 | $ 8.90 | $ 10.50 |
| 48 | $ 5.80 | $ 6.70 | $ 9.40 | $ 11.00 |
| 49 | $ 6.10 | $ 7.10 | $ 9.80 | $ 11.50 |
| 50 | $ 6.40 | $ 7.50 | $ 10.50 | $ 12.30 |
| 51 | $ 6.80 | $ 7.90 | $ 11.10 | $ 13.00 |
| 52 | $ 7.10 | $ 8.30 | $ 11.60 | $ 13.60 |
| 53 | $ 7.50 | $ 8.70 | $ 12.30 | $ 14.30 |
| 54 | $ 7.90 | $ 9.20 | $ 13.10 | $ 15.20 |
| 55 | $ 8.30 | $ 9.70 | $ 13.60 | $ 15.80 |
| 56 | $ 9.00 | $ 10.40 | $ 14.60 | $ 16.90 |
| 57 | $ 9.50 | $ 11.00 | $ 15.40 | $ 17.90 |
| 58 | $ 10.20 | $ 11.80 | $ 16.50 | $ 19.20 |
| 59 | $ 10.90 | $ 12.60 | $ 17.60 | $ 20.40 |

*(continued)*

| Age | Base Plan | Base Plan + Non-Forfeiture | Base Plan + Inflation | Base Plan + Non-Forfeiture + Inflation |
|---|---|---|---|---|
| 60 | $ 11.60 | $ 13.40 | $ 18.60 | $ 21.50 |
| 61 | $ 12.50 | $ 14.50 | $ 20.10 | $ 23.30 |
| 62 | $ 13.70 | $ 15.70 | $ 21.70 | $ 25.00 |
| 63 | $ 14.70 | $ 16.90 | $ 23.50 | $ 27.00 |
| 64 | $ 16.00 | $ 18.40 | $ 25.40 | $ 29.20 |
| 65 | $ 18.20 | $ 21.00 | $ 28.80 | $ 33.10 |
| 66 | $ 20.20 | $ 23.00 | $ 31.50 | $ 35.90 |
| 67 | $ 22.40 | $ 25.50 | $ 34.80 | $ 39.60 |
| 68 | $ 24.80 | $ 28.30 | $ 38.10 | $ 43.40 |
| 69 | $ 27.40 | $ 31.30 | $ 41.70 | $ 47.60 |
| 70 | $ 30.10 | $ 34.30 | $ 45.30 | $ 51.60 |
| 71 | $ 33.40 | $ 37.70 | $ 49.70 | $ 56.10 |
| 72 | $ 37.00 | $ 41.80 | $ 54.60 | $ 61.70 |
| 73 | $ 41.00 | $ 45.90 | $ 59.70 | $ 66.90 |
| 74 | $ 45.20 | $ 50.60 | $ 65.50 | $ 73.30 |
| 75 | $ 54.40 | $ 60.40 | $ 77.70 | $ 86.30 |
| 76 | $ 59.80 | $ 66.40 | $ 84.30 | $ 93.60 |
| 77 | $ 65.60 | $ 72.20 | $ 91.30 | $100.40 |
| 78 | $ 72.00 | $ 79.20 | $ 99.30 | $109.20 |
| 79 | $ 78.90 | $ 86.80 | $107.40 | $118.10 |
| 80 | $ 86.50 | $ 95.20 | $116.20 | $127.80 |
| 81 | $ 95.20 | $103.80 | $126.00 | $137.30 |
| 82 | $105.50 | $115.00 | $137.50 | $149.90 |
| 83 | $116.40 | $126.90 | $150.60 | $164.10 |
| 84 | $127.90 | $138.20 | $163.10 | $176.10 |

FOR EXAMPLE:

Costs for LTC insurance coverage depend on the benefit amount and coverage option(s) selected and the insured person's age. Take Phil and Mary:

- At age 55, Phil decides to purchase the $3,000 base benefit at a cost of $8.30 for each $1,000 of benefits: **Phil's cost: 3 x $8.30 = $24.90 per month.**
- At the same time, his 40-year old wife, Mary, decides to purchase the $3,000 benefit with the nonforfeiture and inflation protection options at a cost of $7.40 per each $1,000 of benefits: **Mary's cost: 3 x $7.40 = $22.20 per month.**

**The couple's joint cost for LTC is about $47 per month, or $565 per year.**

***Determine your monthly LTC cost based on your age and desired benefit:***

**Benefit Option**
(base, nonforfeiture, inflation protection or nonforfeiture with inflation protection) _____

**Benefit Amount Desired**
($1,000, $2,000, $3,000, $4,000, $5,000, $6,000, $7,000, $8,000) $_____

**Benefit Amount Divided by $1,000** $_____

**Your Rate**
*(from the table on pages J-6 and J-7)* x $_____

**Your Monthly Cost** = $_____

## RETURN OF YOUR MONTHLY COSTS

If you die before LTC benefits become payable, the insurance carrier will make a payment to your estate when proof is received that:

- You were under age 75 on the date of your death;
- Payments for your coverage were continued until the date of your death; and
- You had never received LTC benefits (including any payments for respite care) under this Plan.

The amount paid to your estate will equal a percentage of the payments made to the insurance carrier based on your age at the time of your death. This percentage will range from 100% up to age 65 to 0% at age 75. A detailed payment table will be included with your Certificate of Coverage.

# How the Plan Works

✔ The insurance company also offers identical LTC coverage directly to your family members. However, these family members won't be considered your dependents for purposes of this Plan. They will have a direct relationship with the insurance company. Contact the Claims Administrator for information. It's not necessary for your family members to have the same coverage level as you, nor is it necessary for you to enroll in order to enroll your eligible family members.

*"Contacts," page A-1*

As shown in the chart below, the Plan offers eight options, each offering a monthly LTC benefit and lifetime maximum LTC benefit.

## LONG-TERM CARE BENEFIT OPTIONS

| Option | Long-Term Care Facility Monthly LTC Benefit[1] | Assisted Living Facility Monthly LTC Benefit | Professional Home-Care Services Monthly LTC Benefit | Lifetime Maximum LTC Benefit Amount |
|---|---|---|---|---|
| 1 | $ 1,000 | $ 600 | $ 500 | $ 60,000 |
| 2 | $ 2,000 | $ 1,200 | $ 1,000 | $ 120,000 |
| 3 | $ 3,000 | $ 1,800 | $ 1,500 | $ 180,000 |
| 4 | $ 4,000 | $ 2,400 | $ 2,000 | $ 240,000 |
| 5 | $ 5,000 | $ 3,000 | $ 2,500 | $ 300,000 |
| 6 | $ 6,000 | $ 3,600 | $ 3,000 | $ 360,000 |
| 7 | $ 7,000 | $ 4,200 | $ 3,500 | $ 420,000 |
| 8 | $ 8,000 | $ 4,800 | $ 4,000 | $ 480,000 |

[1] *Since the cost of care in a long-term care facility is generally higher than care provided in the home, the maximum benefit is higher than the benefit for care at home or in an adult day care facility.*

The lifetime maximum LTC benefit amount is 60 times the long-term care facility monthly benefit amount you selected and is adjusted to include any inflation option increases, if applicable.

For each of the above coverage amounts, you have a choice of four options:

- Base amount only (as shown in the chart above);
- Base with the nonforfeiture option (described at right);
- Base with the inflation protection option (described at right); or
- Base with both the nonforfeiture and inflation protection options.

### *Nonforfeiture Option*

The nonforfeiture option offers a measure of protection equal to the total costs paid when LTC benefits would not otherwise have been payable. Under this option, if coverage lapses for any reason after three years, LTC protection continues at the same LTC benefit level, but the lifetime maximum LTC benefit is reduced to the total costs paid under the Plan. (However, the lifetime maximum LTC benefit will never be reduced to less than the value of one month of the LTC facility benefit.) No inflation adjustments will be made after you've stopped paying the monthly costs for the insurance.

### *Inflation Protection Option*

The inflation protection option increases your LTC benefit amount before and during a claim. Under this optional LTC benefit, your monthly LTC benefit amount is increased by 5% each year, capped at two times the original LTC benefit amount. **If you decline this option at enrollment, you cannot elect it later.**

## QUALIFYING FOR LTC BENEFITS

Once your coverage is in effect, you're eligible for a monthly LTC benefit if you're disabled, and:

- You're receiving services in a long-term care facility or assisted living facility or are receiving professional home-care services;
- You have satisfied your 90-day elimination period;
- A physician has certified that:
  - You're unable to perform two or more activities of daily living (ADLs) without substantial assistance from another individual for a period of at least 90 days; or
  - You require substantial supervision by another individual to protect you and others from threats to health or safety due to your severe cognitive impairment.

  You'll be required to submit a physician certification to this effect every 12 months;
- You're living in the United States (you must be residing in the United States in order to receive an LTC benefit); and
- The treatment and services you receive for your disability must be provided per a written care plan developed by a licensed health care practitioner.

*"Exclusions and Limitations," page J-12*

✔ If you recover from your disability and later become disabled again, you don't have to satisfy a new 90-day elimination period before LTC benefits can resume.

### *Rehabilitation and Alternate Care Plans*

If you become eligible for LTC benefits, the Claims Administrator may suggest special services and/or equipment to help you regain the ability to independently perform the activities of daily living. The services or equipment:

- Must be medically necessary and appropriate for your disability and provided after a licensed health care practitioner has provided you with a plan of care;
- Must be intended to assist you in living at home or other residential housing by eliminating your need for substantial assistance;
- Cannot be covered by other insurance or Medicare.

Examples of alternate care plans may include, but are not limited to:

- A rehabilitation program;
- Home modifications for wheelchair access; and
- Certain types of medical equipment, emergency medical response systems or hardware purchases.

The terms of an alternate care plan and the actual expenses that the Claims Administrator will pay will be subject to written mutual agreement between you, your physician and the Claims Administrator. If you don't wish to participate in an alternate care plan, your LTC benefits will continue according to the Plan provisions.

## ADDITIONAL LTC BENEFITS

✔ **Information and Referral Service**

The Plan includes a 24-hour information and referral service offered by the insurance company to assist you and your family members with information on long-term care, referrals, financial matters and assistance from health care professionals in developing a plan of care. The service is available by calling the Claims Administrator.

*"Contacts," page A-1*

Under certain circumstances, you may be eligible to receive the following LTC benefits in addition to your home care, long-term care facility or assisted living facility benefit:

### *Bed Reservation LTC Benefit*

If you're receiving a long-term care facility or assisted living facility monthly LTC benefit and your stay in the facility is interrupted because you're hospitalized, the Plan will continue to pay the monthly LTC benefit for up to 15 days per calendar year if a charge is made to reserve your accommodations in the facility.

If your stay is interrupted because you're hospitalized while you're completing your elimination period, such days will be used to help satisfy this period.

### *Respite Care LTC Benefit*

Respite care is care provided to you for a short period of time to allow your informal caregiver a break from his or her care giving responsibilities.

The respite care LTC benefit is payable if you're eligible for a home-care LTC benefit but aren't receiving monthly LTC benefit payments because:

- You have not yet completed the elimination period; or
- You have completed the elimination period, but have chosen to postpone receipt of LTC benefits in order to preserve your lifetime maximum LTC benefit amount.

The LTC benefit is equal to 1/30th of your home-care LTC benefit for each day that you receive respite care, up to a maximum of 15 days per calendar year. Keep in mind that payments made to you for respite care will reduce your lifetime maximum LTC benefit amount.

Respite care may be provided to you by:

- A formal caregiver, such as a home-care provider, an adult day care facility, a registered nurse, a licensed practical nurse, etc.; or
- An informal caregiver, such as a friend or family member.

## How LTC Benefits Are Paid

If you qualify for LTC benefits:

- LTC benefits are paid directly to you at the end of each month.
- You'll receive a lump-sum payment to cover the period between the day you become eligible for monthly LTC benefit payments and the day you were approved for these payments.
- Once LTC benefit payments begin, a case manager will contact you periodically to check on any changes, to help ensure the care that is being received is appropriate, and to address any questions or concerns you might have.

Under current federal law:

- Certain LTC benefit payment amounts may not be subject to federal income tax.
- If you receive LTC benefits under this Plan, you must be provided with an annual written notice showing the name of the person or company that made the payments to you and the aggregate amount of LTC benefits paid to you in the prior calendar year. This statement will be provided to you by the Claims Administrator on or before Jan. 31 of the year following the calendar year in which the LTC benefits were paid.

✔ Because federal and state tax law is subject to change, ConocoPhillips makes no guarantee about the future tax treatment of these LTC benefits. If you receive LTC benefits, be sure to consult a tax professional about any tax impact.

## Exclusions and Limitations

The Plan doesn't provide LTC benefits for disabilities resulting from:

- War — whether or not declared — or any act of war;
- Self-destruction;
- Alcohol or drug addiction;
- Attempted suicide (while sane or insane); or
- Commission of a crime for which you have been convicted, or attempting to commit a crime.

In addition, the Plan doesn't pay LTC benefits for:

- Disabilities that are the result of a loss of activities of daily living or a severe cognitive impairment that began **before** your coverage under this Plan went into effect;
- Disabilities or confinements while you're outside the United States, its territories or possessions for longer than 30 days; or
- Confinement in a hospital other than if you're confined in a nursing facility that is distinctly a separate part of a hospital. (This exclusion doesn't apply to periods that are covered under the bed reservation LTC benefit.)

*"Bed Reservation LTC Benefit," page J-11*

## When LTC Benefit Payments End

The Plan will continue monthly LTC benefit payments until the earliest of the following dates:

- The date you're no longer disabled;
- The date your physician certification expires;
- The date you're no longer eligible for a monthly LTC benefit under the Plan;
- The date your total LTC benefit payments equal your lifetime maximum LTC benefit amount; or
- The date of your death.

## How to File a Claim

To file a claim under the Long-Term Care Insurance Plan, submit a written *Notice of Claim Form* to the Claims Administrator within 30 days of the date you become disabled or as soon as it is reasonably possible to do so. You'll also have to submit a proof of claim.

*"Proof of Claim," page J-13; "Contacts," page A-1*

- If you don't have a *Notice of Claim Form*, you can notify the Claims Administrator in writing that you want to make a claim. If you don't receive the form from the Claims Administrator within 15 days after writing, send the Claims Administrator written proof of the claim without the form.

  *"Contacts," page A-1*
- If you don't have enough information to complete a written claim, you may first submit the *Notice of Claim* postcard that is attached to the claim form, and then submit the claim form when all information is available.
- After you have filed a claim, the Claims Administrator may require that you undergo, at its expense, an examination by a physician or other medical practitioner of the Claims Administrator's choice.
- The Claims Administrator can require an examination as often as reasonably necessary.
- The Claims Administrator may also require that you or your authorized representative give authorization to obtain additional medical and non-medical information as part of the proof of claim.

✔ **Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of a felony.**

✔ Send your completed claims and supporting documentation to the Claims Administrator at the address shown under "Contacts."

*"Contacts," page A-1*

When you file a claim with the Plan, you're consenting to the release of information to the Claims Administrator and granting certain rights to the Claims Administrator.

*"Information and Consents Required From You," page L-40*

✔ The Claims Administrator has been delegated total responsibility for determining LTC benefits under the Plan. Claims will be approved or denied by the Claims Administrator based on the terms of the LTC Plan, including the underlying insurance policy. Questions about LTC benefit claims should be directed to the Claims Administrator.

*"Contacts," page A-1*

## PROOF OF CLAIM

You must send the Claims Administrator written proof of claim for LTC payments no later than 90 days after the date you become disabled or as soon as it is reasonably possible to do so. In no event will written proof be accepted more than one year after the time this proof is required.

The proof of your claim must include:

- The date your disability occurred;
- The cause of your disability;
- The extent of your disability;
- Certification by a physician that you're unable to perform two or more activities of daily living without substantial assistance from another individual for at least 90 days, or that you require substantial supervision by another individual to protect yourself and others from threats to health and safety due to severe cognitive impairment;
- A written plan of care, developed by a licensed health care practitioner; and
- Such other reasonable proof of your disability, as the Claims Administrator may deem necessary.

You must give the Claims Administrator proof of continued disability at intervals requested by the Claims Administrator. Such proof must be given within 30 days of the Claims Administrator's request. If it is not possible for you to give the Claims Administrator proof of continued disability within this 30-day period, it must be given as soon as possible. However, proof of continued disability won't be accepted more than one year after the time the proof is requested.

Claims for professional home-care service monthly LTC benefit also must include proof of the number of days these services were provided to you.

The Claims Administrator also may require a claims assessment as part of the proof of claim. A claims assessment means a review done by the Claims Administrator or its designated representative to help in evaluating the disability. It may include a face-to-face interview with you at a location selected by the Claims Administrator or its designated representative.

## CLAIM REVIEW AND APPEAL PROCEDURE

For information about when to expect a response to your claim from the Claims Administrator and/or Appeals Administrator or how to file an appeal if your claim is denied, refer to the "Claims and Appeals Procedures" section.

*"Claims and Appeals Procedures," page L-35*

# When Coverage Ends

If your coverage ends, you may be eligible to continue coverage through conversion to an individual policy.

*"Converting to an Individual Policy," at right*

Coverage for you or your enrolled family members will end on the earliest of the following events:

- The date the insured person no longer meets the Plan's eligibility requirements. **Note:** You must contact the Benefits Center if you or a covered family member becomes ineligible for coverage;

  *"Employee Eligibility," page J-3; "Contacts," page A-1*

- The last day of the month in which the required monthly costs are not made[1];
- The last day of the month in which your leave of absence-Labor Dispute begins;
- The date of the insured person's death;
- The date the individual lifetime maximum LTC benefit payable from the Plan has been paid for the insured person; or
- The date the Plan is terminated, and the insured person did not continue coverage on a conversion basis with the insurance carrier.

[1] *This provision applies if monthly costs are not paid within 45 days of the due date. Under some circumstances, coverage may be reinstated. Contact the Claims Administrator for information.*

*"Contacts," page A-1*

## CONVERTING TO AN INDIVIDUAL POLICY

Coverage may be converted to an individual policy offered by the insurance company if:

- You (and your spouse if he or she is not a ConocoPhillips employee) lose coverage because your employment ended; or
- Your spouse or your child loses coverage due to your divorce or death.

Coverage under an individual policy will be the same as the coverage provided under the LTC Plan. You'll pay your monthly costs directly to the insurance company.

**No one may elect converted coverage if their coverage ended because they did not pay the monthly costs for coverage under the Plan or if they were not covered under the LTC Plan at the time of your divorce, death or employment end date.**

To elect converted LTC coverage, you must contact the Claims Administrator, enroll for coverage and pay the cost within **60 days** of your employment end date, date of divorce or date of death. Thereafter, coverage is the result of a direct insurance relationship between you and the insurance company, and the provisions of this Plan no longer apply to you. **This continued LTC coverage is not subject to COBRA continuation provisions.**