

# SIMPLE LTC SOLUTION

SPECIMEN

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**Penn Treaty Network America Insurance Company<sup>SM</sup>**

3440 Lehigh Street, PO Box 7066

Allentown, PA 18105-7066

**(800) 362-0700**

## **SIMPLE LTC SOLUTION**

This Policy provides benefits for Long Term Care provided in a Nursing Facility, in an Assisted Living Facility, and in your Home.

Important terms appear in **bold print**. These terms are defined, usually where they first appear in this Policy. The terms “we”, “us” and “our” refer to Penn Treaty Network America Insurance Company<sup>SM</sup>.

### **Tax-Qualified Status**

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

### **Guaranteed Renewable For Life**

This Policy is Guaranteed Renewable for your lifetime as long as its benefits have not been exhausted. We can only cancel this Policy if you stop paying the required premiums or there are no longer any benefits available under the Policy. As long as there are benefits still available under this Policy, you have the right to keep it in force for as long as you live. You can do this by paying the premiums when they are due. (Payment of the renewal premium will not restore or replenish the benefits available under this Policy.)

### **Premiums Subject To Change**

We can change the premiums for this Policy if we change them for everyone that bought this Policy in the same state you purchased it. A change in premiums would first have to be filed with the state’s Commissioner of Insurance. Notice of any such change in premiums will be sent at least 60 days in advance of the new premium becoming payable.



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The premiums of this Policy can never be changed because your age has changed or because of a change in your individual health.

## Notice To Buyer - 30 Day Right To Examine Policy

The benefits of this Policy are subject to limits. These limits are explained inside this Policy. If you require Long Term Care, this Policy will not cover all of the costs you incur. We recommend that you review the Policy, including its benefits and limitations, as soon as you receive it.

If you are not completely satisfied with the coverage you have purchased, you can receive a refund of the entire premium paid if you return this Policy by mailing it to us at the address listed above within 30 days of your receiving it. If you return this policy for a refund within the first 30 days, we will mail you a refund of the entire premium paid within 30 days and the Policy will immediately be considered void from the beginning, as if it had never been issued. If we do not return the premium within 30 days of cancellation, we shall pay interest on the proceeds in accordance with Oklahoma statutes.

***WARNING: 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 is guilty of a felony.***

**CAUTION: WE ISSUED THIS POLICY BASED UPON YOUR ANSWERS TO THE QUESTIONS ON YOUR APPLICATION. A COPY OF YOUR APPLICATION IS ATTACHED TO THIS POLICY. IF YOUR RESPONSES ARE INCORRECT, UNTRUE OR INCOMPLETE, WE MAY HAVE THE RIGHT TO DENY BENEFITS OR RESCIND YOUR POLICY. IF, FOR ANY REASON, ANY OF YOUR ANSWERS ARE INCORRECT, UNTRUE OR INCOMPLETE, PLEASE NOTIFY US IMMEDIATELY BY SENDING A DETAILED WRITTEN EXPLANATION TO THE ATTENTION OF OUR UNDERWRITING DEPARTMENT AT THE ADDRESS LISTED ABOVE. THE BEST TIME TO CLEAR UP ANY QUESTIONS IS NOW, BEFORE YOU HAVE A CLAIM!**

## Claims Under This Policy

### What should you do if you have a claim or are going to have a claim?

When you need long term care that may be covered by this Policy, you should immediately call us at (800) 362-0700 so that we can let you know if you are eligible for benefits as quickly as possible.

This Policy provides an incentive, in the form of enhanced benefits, for notifying us you need care that may be covered by this Policy within 15 days of the care beginning. There is an added incentive for notifying us, when possible, 10 or more days before your care actually begins. For more information on these incentives, please refer to the **Early Notification of Claim Benefit** in Section 4 of this Policy.

### What should you do if you need help setting up your care?

If you need help locating a caregiver and/or arranging for your care, we may be able to offer you assistance through our free **Care Solutions<sup>SM</sup>** service. To access our **Care Solutions<sup>SM</sup>** service, you simply have to call us at (800) 362-0700. Please refer to the **Care Solutions<sup>SM</sup>** benefit in Section 4 of this Policy.

## Other Long Term Care Insurance

The application for this Policy lists all other Long Term Care policies in force or applied for on the date of application for this Policy. Any Long Term Care policy fully admitted on the application may stay in force after this Policy is issued unless you agreed in the application to terminate or replace it.

### Our Promise – Your Right To Convert To A Non-Tax-Qualified Policy

In the event the U.S. Congress or the Treasury Department rules the premiums and/or benefits of a non-tax-qualified policy will receive preferential treatment, as is the case with this Policy, you may convert this Policy to a non-tax-qualified Policy at any time prior to its first anniversary. All you have to do is submit a written request to our Home Office. The premiums of the new Policy will be based on your original issue age and you will not have to submit additional evidence of insurability for any benefit amounts not exceeding those elected with the original Policy. (The premiums for the non-tax-qualified Policy may be higher because of the additional coverage it provides.) You may also convert this Policy to a non-tax-qualified policy after its first anniversary if you provide evidence of insurability acceptable to us. The premiums of the new policy will be based on your original issue age.

**IN WITNESS WHEREOF**, we have caused this Policy to be signed by our President and Secretary.



President



Secretary

## Conformity with State Statutes

Any provision of the Policy, which, on its Effective Date, conflicts with the statutes of your state on such date, is hereby amended to conform to its minimum requirements.

## Governing Jurisdiction

This Policy is governed by the laws of the state in which it was purchased.

## Entire Contract; Changes

This Policy, including any attached papers, constitutes the entire contract. No change is valid until approved by one of our executive officers and endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions. No verbal statement by an executive officer of Penn Treaty Network America Insurance Company<sup>SM</sup> or other employee is binding upon us.

## Legal Actions

No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been given as required by this Policy. No action shall be brought after the expiration of the applicable statute of limitations from the time written Proof of Loss is required to be given.

## Misstatement of Age

If your age has been misstated at the time you applied for this Policy, all amounts payable shall be such as the premium paid would have purchased given the correct age. If no coverage would have been issued had your correct age been given, this Policy will be considered null and void and all premiums paid will be refunded.

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## Policy Schedule

**Policy Number:**

**Insured:**

**Effective Date:**

**First Renewal Date:**

**Age:**

**Franchise Name: (if applicable)**

Initial Premium	\$XXXXX
Policy Fee	\$XXXX
Renewal Premium	\$XXXXX

### Premiums

Annual	\$XXXXX
Semi-Annual	\$XXXXX
Quarterly	\$XXXXX
Monthly	\$XXXX
Automatic Bank Withdrawal (Monthly)	\$XXXX

If you choose to pay more frequently than once a year (i.e., semi-annually, quarterly, monthly or through automatic bank withdrawal), the sum of these payments over a one year period will be greater than the amount of one annual payment. For additional information, see Section 7(B) Premiums (Modal Payments).

The premiums shown above include premiums for any riders issued on the same date as this Policy.

## Cancellation

We cannot cancel this Policy at any time unless premiums are not paid when due, as set forth above. Once this Policy's 30 day examination period has expired, you may only cancel this Policy on its renewal date. To cancel this Policy, you must submit a written request to our Home Office. If you request we cancel this Policy, the termination of this Policy will take effect on the first renewal premium due date following the date your request is postmarked.

## Death While Insured

If you die while insured under the Policy, we will refund the portion of any premium paid for coverage that extends beyond the date of your death. The refund will be made within 30 days of our receipt of written notice of your death. Such refund will be made to your surviving spouse, if any, otherwise it will be made to your estate.

## C. General

### Consideration

We agree to insure you for the benefits stated in this Policy in consideration of the application received and the payment of the premium, subject to all of the terms, definitions, provisions, limitations and exclusions contained herein.

### Effective Date

Evidence of insurability is required before coverage is provided. Upon approval of your application, coverage will begin at 12:01 AM, standard time, at your residence on the Effective Date shown in the Policy Schedule. It ends at 12:01 AM, standard time, on the first renewal premium due date if the renewal premium is not paid when due.



## Section 1: Facility Benefits

This section tells you about the benefits available for care received in a **Nursing Facility** or in an **Assisted Living Facility**.

### A. Nursing Facility Benefits

For each day you are **Confined** to a **Nursing Facility** and you meet the **Conditions of Eligibility** (listed in Section 3), we will pay the lesser of:

- 1) 80% of the **Nursing Facility's Daily Fee**; or
- 2) the **Nursing Facility Maximum Daily Benefit** listed in the Policy Schedule.

### Nursing Facility Benefits – Defined Terms

**Confined**  
Assigned to a bed and physically present within the facility

**Nursing Facility**  
A facility, or distinctly separate part of a hospital or other institution, which is licensed by the appropriate federal or state agency to engage primarily in providing nursing care and related services to inpatients, and which:

- 1) provides 24 hour a day nursing services;
- 2) has a registered professional or licensed practical or licensed vocational nurse on duty or on call at all times;
- 3) maintains daily clinical records for all patients; and
- 4) has appropriate methods and procedures for handling and administering drugs and biologicals.

### Third Party Notification of Lapse

You have the right to designate at least one person who will be notified in the event your Policy is about to lapse because the renewal premium has not been paid. This is to protect you from losing this valuable coverage in the event you forget to pay the renewal premium or are traveling when it is due.

If you elect to designate such a person, your Policy cannot be canceled for nonpayment of premium unless we have notified the designated person at least 30 days in advance of the lapse date. Notice shall be given by first class United States mail; postage prepaid, and will be given 31 days after a premium is due and unpaid. Notice shall be deemed to have been given as of five days after the date of our mailing to the third party.

Your written designation shall include the person's full name and home address and shall become a part of our records. If you do not elect to designate a third party to receive notice of cancellation for nonpayment of premium, a written waiver dated and signed by you will become part of our records. You may elect to designate a third party or change the third party previously designated, at any time, by submitting a written request to our Home Office.

(Designation of this third party does not constitute acceptance of any liability by this person for the cost of any care you receive.)

### Reinstatement

If your Policy lapses, we can consider reinstating it if we receive the renewal premium and a reinstatement application within six months of the renewal premium due date. If we approve your reinstatement application, your Policy will be reinstated as of the date of our approval. If we disapprove your application, we must do so in writing within 45 days of receiving the application, otherwise, your



- 1) the date you are discharged from the **Nursing Facility** or **Assisted Living Facility**; or
- 2) the date your Policy's **Maximum Lifetime Benefit** is exhausted; or
- 3) the date you die.

(Benefits may be reduced by the amount of premium payable for the duration of the **Maximum Lifetime Benefit** in accordance with the Unpaid Premium provision.)

## B. Premiums

### Modal Payments

Premiums may be paid annually, semi-annually, quarterly, monthly or through automatic bank withdrawal (monthly). The applicable premium amount for each of these modes is listed in the Policy Schedule. Paying more frequently than once a year will cost more than paying once a year. For example, you will note that paying 12 monthly payments will cost more than if you paid one annual payment. Modal payment factors are as follows: Annual 100%; Semi-Annual 52%; Quarterly 26.5%; Monthly 9%; and Automatic Bank Withdrawal (Monthly) 8.5%

### Grace Period

A grace period of 31 days is granted for the payment of each premium due after the first premium, during which time your Policy continues in force. If after the 31 days have passed and the renewal premium is unpaid, a notice of lapse will be sent to you. Your policy will lapse 30 days after such notice has been provided. Notice shall be deemed to have been given as of five days after the date of our mailing to you. (If you have elected a Third Party to receive notice of your Policy lapsing, it will lapse 30 days after such notice has been provided to you and the Third Party.)

A **Nursing Facility** may sometimes be called a Skilled Nursing Facility, Intermediate Care Facility or Long Term Care Facility. Any facility, or section thereof, known by one of these names, or any other name, will be considered eligible if it meets this Policy's definition of a **Nursing Facility**.

If a facility or institution (such as a congregate care facility or life care community) has multiple licenses and/or multiple purposes, only the section, wing, ward or unit (including a separate room or apartment) that specifically qualifies as a **Nursing Facility** will be covered by this Policy.

### Nursing Facility's Daily Fee

Daily rate for room and board, nursing care and assisted living care provided by the **Nursing Facility's** staff, and ancillary supplies and services. Incidental expenses, such as **Physician's** services, medications, pharmaceuticals, toiletries, transportation charges and beautician's services, will not be considered part of the **Nursing Facility's Daily Fee**. Any amount that exceeds what the **Nursing Facility** normally charges its private-pay patients with similar daily care needs for the same accommodations and care/assistance will also not be considered part of the **Nursing Facility's Daily Fee**.

## B. Assisted Living Facility Benefits

For each day you are **Confined** to an **Assisted Living Facility** and you meet the **Conditions of Eligibility** (listed in Section 3), we will pay the lesser of:

- 1) 80% of the **Assisted Living Facility's Daily Fee**; or
- 2) the **Assisted Living Facility/Home Care Maximum Daily Benefit** listed in the Policy Schedule.

## Assisted Living Facility Benefits – Defined Terms

### **A**ssisted Living Facility

A facility licensed by the appropriate federal or state agency to engage primarily in providing care and unscheduled services to resident inpatients; and which:

- 1) provides 24 hour a day assistance with the **Activities of Daily Living** and/or supervision that is required due to **Severe Cognitive Impairment**, which may be caused by Alzheimer's disease, Organic Brain Syndrome, senile dementia, etc;
- 2) has a trained and ready to respond employee on duty at all times to provide care/assistance;
- 3) provides three meals a day and accommodates special dietary needs; and
- 4) has the appropriate methods and procedures to provide necessary assistance to residents in the management of prescribed medications.

An **Assisted Living Facility** may sometimes be called a Residential Care Facility, Adult Congregate Living Facility, Custodial Care Facility, Personal Care Facility or Sheltered Living Facility. It may also include any such facility that specializes in the care of persons with Alzheimer's disease and other forms of dementia. Any facility, or section thereof, known by one of these names, or any other name, will be considered eligible if it meets this Policy definition of an **Assisted Living Facility**.

If a facility or institution (such as a congregate care facility or life care community) has multiple licenses and/or multiple purposes, only the section, wing, ward or unit (including a separate room or apartment) that specifically qualifies as an **Assisted Living Facility** will be covered by this Policy.

third party as a result of a court judgment, verdict, arbitration award, compromised settlement, etc, to compensate you for losses sustained, we shall have a Right of Subrogation or reimbursement for any benefits paid under your Policy. We shall not be responsible for any attorney's fees or court costs incurred or associated with the recovery of such payment from any third party unless otherwise specifically provided by law. Our Right of Subrogation shall be limited to 24 months after the payment is made.

### **Right to Recovery**

If we make payments with respect to benefits in a total amount which is, at any time, in excess of the benefits payable under the provisions of this Policy, we will have the right to recover such excess from:

- 1) your or any persons to whom such payments were made; and
- 2) any organization which should have made such payments.

Our Right to Recovery shall be limited to 24 months after the payment is made.

### **Unpaid Premium**

When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

### **Extension of Benefits**

If this Policy terminates while you are confined in a **Nursing Facility** or **Assisted Living Facility**, benefits shall continue to be payable provided the confinement continues without interruption and is otherwise covered by the Policy and will be continued until the earlier of the following dates:

knowingly and intentionally misrepresented, or were not completely disclosed, and as a result, we offered you coverage which you otherwise would not have been offered.

If, subsequent to purchasing this Policy, you elect to increase its coverage and evidence of insurability is required, any such increase will be subject to a new Contestability/Time Limit on Certain Defenses provision. The two year contestable period applicable to this additional coverage shall begin with the Effective Date of said additional coverage. For example, if you choose an inflation increase or a higher benefit option, that additional portion of coverage could be rescinded due to a misrepresentation.

If you realize there is any inaccurate information on the application, or information missing from your application, you should notify us immediately by writing to our Home Office at the address listed on the first page of this Policy.

In the event this Policy is rescinded after we have paid benefits, we may not recover the payments already made.

#### **Coordination of Benefits with Other Penn Treaty Network America Insurance Company<sup>SM</sup> Policies**

Should benefits for care covered by this Policy also be payable under any other policy and/or rider issued by Penn Treaty Network America Insurance Company<sup>SM</sup>, the benefits to be paid under this Policy shall not, when combined with the benefits payable under said other policies/riders, exceed 80% of the actual charge incurred for the care received.

#### **Right of Subrogation**

If you or someone acting on your behalf is a claimant in any action or proceeding in which payment is received from any

**A**ssisted Living Facility's Daily Fee  
Daily rate for room and board, and assisted living care provided by the **Assisted Living Facility's** staff, and ancillary supplies and services. Incidental expenses, such as **Physician's** services, medications, pharmaceuticals, toiletries, transportation charges and beautician's services, will not be considered as part of the **Assisted Living Facility's Daily Fee**. Any amount that exceeds what the **Assisted Living Facility** normally charges its private-pay patients with similar daily care needs for the same accommodations and care/assistance will also not be considered as part of the **Assisted Living Facility's Daily Fee**.

### **C. Bed Reservation Benefits**

We will pay a **Bed Reservation Benefit** when you are charged to hold your room in a **Nursing Facility** or **Assisted Living Facility** for any overnight absence. The amount payable per day under the **Bed Reservation Benefit** shall be equal to the **Nursing Facility** or **Assisted Living Facility Benefit** payable on the day prior to the overnight absence. This benefit will be limited to 15 days per calendar year. Any days not used in a calendar year cannot be carried over to any subsequent years.

## Section 2: Home Care Benefits

This section tells you about the benefits available for care received in your **Home**.

### A. Home Care Benefits

For each day you receive **Home Care** in your **Home** and you meet the **Conditions of Eligibility** (listed in Section 3), we will pay the lesser of:

- 1) 80% of the actual charge incurred; or
- 2) the **Assisted Living Facility/Home Care Maximum Daily Benefit** listed in the Policy Schedule.

In no event will we pay more than the amount similar **Home Health Care Agencies** typically charge for similar services rendered in the same geographic area.

### Home Care Benefits – Defined Terms

**H**ome Care includes **Homemaker Care, Home Health Care and Hospice Care** received in your **Home**. **Home Care** must be provided through a **Home Health Care Agency**, however, for **Homemaker Care**, the individual caregiver need not be skilled or certified. (If you would prefer not to utilize a **Home Health Care Agency**, please refer to the **Private Caregiver Benefits** available under this Policy.)

**H**omemaker Care is assistance with the **Instrumental Activities of Daily Living**. **Homemaker Care** also includes supervision that is required due to **Severe Cognitive Impairment**, which may be caused by Alzheimer's disease, Organic Brain Syndrome, senile dementia, etc.

- 1) A **Physician** who will assess your condition and report it to us;
- 2) A **Physical Assessment**;
- 3) Medical records from your **Physician(s)** and/or provider(s) of care; or
- 4) Other information that is determined to be relevant to address the appeal.

We will send you a written explanation of the results of our review within 30 days of our receiving your appeal, or within 30 days of our receiving any additional information needed to adequately review your appeal. If the decision cannot be made within 30 days from the date we receive all pertinent information, we will notify you and explain the reasons more time is required. If the decision is not made within an additional 30 days, we will notify you, at that time, and every 45 days thereafter, the reasons why additional time is needed for the consideration of your appeal. This notice will also state when a decision on the appeal may be expected.

### Contestability/Time Limit on Certain Defenses

Our issuance of this Policy is based on the information disclosed in your application, a copy of which is attached. If your Policy is in force for less than six (6) months, we may rescind your Policy or deny an otherwise valid long term care insurance claim upon a showing of misrepresentation that is material to the acceptance for coverage. If your Policy has been in force for at least six (6) months but less than two (2) years, we may rescind your Policy or deny an otherwise valid long term care insurance claim upon a showing of misrepresentation that is both material to the acceptance for coverage and which pertains to the condition for which benefits are sought.

If the care/assistance begins more than two years from the Policy Effective Date, your Policy can be rescinded if we can show that relevant facts relating to your health were

If there are not five **Home Health Care Agencies** that provide care in your geographic area, we will use fees from five **Home Health Care Agencies** or similar providers in the area which is geographically nearest and similar in terms of socioeconomic make-up and cost of living to the area where the care is provided.

You, or someone authorized to act in your behalf, shall have the right to appeal the amount of benefits payable under this Policy. Such appeal should be submitted in writing and should explain the basis for your disagreement with our decision. The appeal should also include any information and/or documentation which supports your position, such as fees from other providers in your geographic area. We will send you a written explanation of the results of our review within 30 days of our receiving your appeal, or within 30 days of our receiving any additional information needed to adequately review your appeal.

### **Appealing a Denial of Benefits**

You, or someone authorized to act in your behalf, shall have the right to appeal any denial of a claim, or portion of a claim, made under this Policy. Such appeal should be submitted in writing within 60 calendar days from the date you receive the decision and should include any information and/or documentation which supports your position. Additionally, the appeal should identify whom we could contact (including names, addresses, and telephone numbers) to gather any additional pertinent information regarding your care.

We will send acknowledgment of your appeal within ten days of our receipt of it. We will then consider your appeal. If we need additional information to objectively evaluate your appeal, we may use one or more of the following resources at our expense:

### **Instrumental Activities of Daily Living**

Those tasks that are necessary to and consistent with one's ability to safely reside in a private, unsupervised dwelling. They are comprised of the following five activities:

- 1) Meal Preparation is the preparation of food for human consumption, including cooking and cleanup.
- 2) Shopping/Travel is the use of public or private transportation to get to a store and shop for groceries, pick up prescriptions and get to medical appointments.
- 3) Light Housekeeping/Laundry is maintaining a clean **Home** living environment so that your health, safety and welfare is not jeopardized. Light Housekeeping is limited to those tasks necessary to maintain a clean immediate living area, which is comprised of your bedroom, kitchen, living room and bathroom. This includes washing, drying and storing your clothing, bed linens, etc. Light Housekeeping does not include the cleaning of any additional rooms, such as extra bedrooms. Light Housekeeping also does not include any heavy cleaning such as annual "spring cleaning", any type of **Home** construction or maintenance, work on the exterior of the **Home**, lawn care, snow removal, maintenance of a vehicle, or any other service provided outside the **Home**.
- 4) Handling Money/Bill Paying is depositing and/or withdrawing funds at a financial institution and paying bills.
- 5) Medication Management is safely controlling, dispensing, administering and/or assisting with the administration of medications, properly prescribed by a medical professional, in the proper dosages and at the proper times.

## Home Health Care

Can be personal care, which includes assistance with the **Activities of Daily Living**; supervision that is required due to **Severe Cognitive Impairment**; which may be caused by Alzheimer's disease, Organic Brain Syndrome, senile dementia, etc; and assistance with the **Instrumental Activities of Daily Living**. **Home Health Care** also includes skilled nursing services or other professional medical services, such as physical therapy and speech therapy.

Any skilled services must be performed by a licensed registered nurse (RN), licensed practical nurse (LPN), licensed vocational nurse (LVN), chemotherapy specialist, enterostomal specialist, total parenteral nutrition specialist, physical therapist, speech therapist, occupational therapist or any other duly-qualified licensed provider of said services.

## Hospice Care

Care which is designed to provide palliative care; alleviate the physical, emotional, social and spiritual discomforts associated with experiencing the last phases of life due to the existence of a terminal disease; and provide supportive care to your primary caregiver and your family.

## Home

An unsupervised dwelling, which is your personal residence and which is owned or leased by you. **Home** includes a home for the retired or aged. It does not include a hospital, sanitarium, **Nursing Facility** or **Assisted Living Facility**. (Please refer to Section 1 for the definitions of **Nursing Facility** and **Assisted Living Facility**.)

your disagreement with the **Plan of Care**. The appeal should include specifics about how the **Plan of Care** is inaccurate or inappropriate and should also include any information and/or documentation which supports your position. Also, if you would like us to contact your **Physician**, you may request that we do so. We will review this information with the Registered Nurse, or other health care professional and/or the agency/entity he/she is affiliated with, that developed the **Plan of Care** and your **Physician**, if necessary. We will provide you with a written explanation of the result of this review as quickly as possible, but in no event, in more than 30 days from the date we receive your appeal.

## Appealing the Amount of Benefits Payable

When we determine, for the purpose of establishing the benefits payable for **Homemaker Care**, **Home Health Care**, **Hospice Care** and **Adult Day Care**, that the provider of said services is charging more than what a similar provider of similar services charges in the same geographic area, or we determine, for the purpose of establishing the benefits payable for the **Private Caregiver Benefit**, what a **Home Health Care Agency** typically charges for similar services, we will make this determination by:

Surveying five **Home Health Care Agencies** in the same geographic area to determine their fees for similar services. The fourth highest of these fees will represent what **Home Health Care Agencies** normally charge for similar services in the same geographic area. In the case of **Adult Day Care** providers, we will survey five similar providers in the same geographic area to determine their fees for similar services. The fourth highest of these fees will represent what **Adult Day Care** providers or similar providers normally charge for similar services.

(The **Plan of Care** may indicate more care is needed than is covered by this Policy. The cost of any care you receive which exceeds the benefits available under the Policy will be your responsibility. You can, of course, elect to receive less care than the **Plan of Care** indicates is necessary if you so desire.)

### **Time of Payment of Claims**

Benefits payable under the Policy for any loss incurred will be paid within 30 days of our receipt of written Proof of Loss.

### **Payment of Claims**

All benefits will be payable to you, unless there is an assignment of benefits by you, or someone legally authorized to act in your behalf. An assignment of benefits is your or your legal representative's request for payments to be made payable directly to the care provider(s). (We may require, as a condition of pre-approval for **Private Caregivers**, that benefits be assigned to the **Private Caregiver**.)

Any accrued benefits unpaid at your death will be paid to your estate, or any care provider or individual to whom you or your legal representative have assigned benefits, or, if applicable, shall descend as personal property according to the law of distribution in your state. At our option, any benefit of \$1,000 or less may be paid to an alternative payee who is deemed by us to be justly entitled to the benefit. The alternative payee must be related to you by blood or marriage. We will be fully discharged to the extent of any payment made in good faith under this provision.

### **Appealing a Plan of Care**

You, or someone authorized to act in your behalf shall have the right to appeal a **Plan of Care** if you believe it is inappropriate or inadequate. Such appeal can be submitted in writing or by telephone and should explain

## **Home Health Care Agency**

An organization that provides **Home Care** and is licensed by the state in which services are rendered, if so required. If the state in which the services are provided does not require such licensure, the agency will be considered a **Home Health Care Agency** if it meets the following requirements:

- 1) it has a full-time administrator;
- 2) it maintains written records of care/assistance provided to the patient; and
- 3) it maintains an independent office that is staffed no less than 40 hours per week.

## **B. Private Caregiver Benefits**

**Home Care** provided by a **Private Caregiver** can also be covered by this Policy and eligible for benefits if the caregiver is pre-approved by us.

To obtain pre-approval of a **Private Caregiver** that you have selected to care for you, please call our Claims Department at (800) 362-0700 to inform us that you need care that may be covered by this Policy and that you would like to utilize the services of a **Private Caregiver**. We will typically conduct an assessment, which is usually performed by a Registered Nurse over the telephone or through a face-to-face visit. This assessment will help us determine whether you meet the policy's **Conditions of Eligibility** and what type of care/assistance you need.

We will also send you a form that the proposed caregiver will need to complete in order to be considered for pre-approval. If the proposed caregiver is approved, we will notify you in writing. If pre-approval of a **Private Caregiver** is not obtained, you will also be notified in writing and no benefits will be payable for the care provided by that caregiver.

We reserve the right to disapprove any proposed **Private Caregiver** for any reason and to withdraw the approval of a previously approved **Private Caregiver**. We also reserve the right, as a condition of pre-approval, to require that benefits be assigned to the **Private Caregiver**, which means benefit payments will be sent directly to the **Private Caregiver**.

For each day **Home Care** is provided by a **Private Caregiver** that is pre-approved by us and you meet the **Conditions of Eligibility** (listed in Section 3), we will pay the lesser of:

- 1) 80% of the actual charge incurred; or
- 2) the **Assisted Living Facility/Home Care Maximum Daily Benefit** listed in the Policy Schedule.

In no event will the actual charge incurred for **Private Caregivers** exceed 80% of what **Home Health Care Agencies** typically charge for similar services rendered in the same geographic area.

### Private Caregiver Benefits – Defined Terms

**Private Caregiver**  
Anyone that is reasonably qualified to provide **Home Care** that is not a **Family Member** and is not working through a **Home Health Care Agency**. The **Private Caregiver** can be skilled or unskilled. (Individuals that live with you and do not maintain a separate residence will not be eligible for benefits under any circumstances.)

**Family Member**  
Your spouse, and your and your spouse's respective parents, grandparents, siblings, children, grandchildren, aunts, uncles, cousins, nephews, nieces and in-laws.

- We may access your medical records to get information about your condition (we may not be able to determine whether you are eligible for benefits if we are not given access to your medical records); and/or
- We may request, at our expense, to have a **Physical Assessment** performed.

### Physical Assessment

At our expense, we shall have the right and opportunity to have you examined and/or obtain an independent assessment of your functional and/or cognitive abilities when, and as often as, we may reasonably require while a claim is pending or active. When your needs are assessed by either an in-house Registered Nurse or other health care professional we contract with, he/she may also develop a written **Plan of Care** designed to meet your individual needs.

### Plan of Care

Specifies what you can and cannot do for yourself. It also specifies the type and frequency of care you require, as well as a projection of how long you will require this level of care.

The **Plan of Care** can be developed by the **Licensed Health Care Practitioner** that certifies you meet the **Conditions of Eligibility**. If we approve the **Plan of Care** developed by the **Licensed Health Care Practitioner**, this **Plan of Care** will be used to determine the amount of benefits payable. If we disagree or disapprove the **Plan of Care** developed by the **Licensed Health Care Practitioner**, we will develop our own **Plan of Care** and utilize it to determine the amount of benefits payable. If you believe the **Plan of Care** we approve is inaccurate or inadequate in any way, you have the right to request that we review the **Plan of Care** in accordance with the Policy's **Appealing a Plan of Care** provision.



## What we will do when you provide Notice of Claim:

### Claim Forms & Proof of Loss – What you will need to submit:

When you notify us you require care that may be covered under this Policy, we will, within 15 days, provide you with the forms necessary to submit your claim and prove your loss. (If we fail to furnish the required claim forms within 15 days, you will be considered to have complied with this requirement if you give us written proof specifically describing the loss within the time limit stated below.)

You should complete and return the forms we send to you within 90 days of our mailing them to you. We will not be able to accept these forms and consider your claim unless they are submitted within one year of the loss occurring, which means they must be submitted within one year of the date the care you are submitting a claim for began.

As Proof of Loss, we may request full documentation relating to the care you received. This may include actual proof of payment of the actual expenses incurred. When we request proof of payment, only cancelled checks or documentation of the electronic transfer of funds will be accepted.

We will also provide instructions about any other documentation you will need to submit so that we can consider your claim.

### How we will determine if you are eligible for benefits:

We will determine if you meet the **Conditions of Eligibility**. In order to make this determination:

- We may contact you, your **Physician**, the **Licensed Health Care Practitioner** or other persons familiar with your condition; and/or

## Section 3: Conditions of Eligibility

This section explains how ill or disabled you must be in order to qualify for the benefits of this Policy.

You become eligible to receive the benefits of this Policy when, due to illness or injury:

- 1) you require **Human Assistance** with two or more of the **Activities of Daily Living** for a period of at least 90 days;
- OR
- 2) you have **Severe Cognitive Impairment**, (which may be caused by Alzheimer's disease, Organic Brain Syndrome or senile dementia, etc.).

A **Licensed Health Care Practitioner** must certify that you meet at least one of the above criteria. This certification must pertain to the time the care/assistance is received. We may periodically require an updated certification of your condition, but not more than once every 31 days.

**Licensed Health Care Practitioner**  
Any **Physician**, registered professional nurse, or licensed social worker. If you choose to use our free **Care Solutions<sup>SM</sup>** service, we can provide a **Care Coordinator** who may act as the **Licensed Health Care Practitioner**.

**Human Assistance**  
Hands-on assistance and support, stand-by assistance and/or supervision. **Human Assistance** can take the form of someone physically helping you perform the activity; or someone being at arm's length to intervene and help you perform the activity when necessary; or someone prompting you and providing verbal cues so you can perform the activity.

## Section 7: Contract Provisions

Your Long Term Care Insurance Policy is a contract between you and us. This section explains the contract provisions that govern this Policy.

### A. Claims

#### What should you do if you have a claim or are going to have a claim?

##### Notice of Claim – Call us as soon as possible!

This Policy provides an incentive, in the form of enhanced benefits, to notify us you need care that may be covered by this Policy within 15 days of the care beginning. There is an added incentive for notifying us, when possible, 10 or more days before your care actually begins. For more information on these incentives, please refer to **Early Notification of Claim** in Section 4.

To notify us you require care, or will require care, that may be covered by this Policy, you simply have to call us at (800) 362-0700 and tell us that you are calling to give us "**Early Notification**" that you will have a claim.

If you elect not to provide **Early Notification of Claim**, you can provide written notice of claim. You should provide written notice as soon as reasonably possible. Written notice should include your name, Policy number, the identity of the caregiver/provider, the date care began, and any bills listing the charges incurred to date.

## Activities of Daily Living

Basic, day-to-day, human functions comprised of the following six activities:

- 1) **Eating** is feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table).
- 2) **Bathing** is washing oneself by sponge bath; or in a tub or shower, including the task of getting into or out of the tub or shower.
- 3) **Dressing** is putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 4) **Transferring** is moving into and out of a bed, chair or wheelchair.
- 5) **Toileting** is getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- 6) **Continence** is the ability to maintain control of bowel and bladder functions; or when unable to maintain control of bowel and bladder functions, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

## Severe Cognitive Impairment

Confusion and/or disorientation resulting from a deterioration or loss of intellectual capacity that can result from Alzheimer's Disease and other forms of Organic Brain Syndrome. **Severe Cognitive Impairment** must result in your requiring supervision to maintain your safety (which may result from wandering) and/or the safety of others.

The deterioration or loss of intellectual capacity may be established through the use of standardized tests that reliably measure impairment in the following areas: short-term and/or long term memory; orientation as to person, place and time; and deductive or abstract reasoning.

## Section 6: Exclusions

This section explains the circumstances under which benefits will not be payable even if you have satisfied all of the other terms of this Policy.

This Policy will not pay benefits for care/assistance:

- 1) That begins before this Policy is in force or is received while this Policy is not in force.
- 2) Provided by a **Family Member**, or by a **Nursing Facility, Assisted Living Facility** or **Home Health Care Agency** owned or operated by a **Family Member**.
- 3) That you would not be legally obligated to pay for in the absence of this insurance.
- 4) Provided outside of the 50 United States or the District of Columbia.
- 5) Payable under any Worker's Compensation or Occupational Disease Law.
- 6) Required as a result of attempted suicide or intentionally self-inflicted injuries.
- 7) Required as a result of alcoholism and/or drug addiction.
- 8) Required as a result of your commission of a felony or your being engaged in an illegal occupation.
- 9) Paid by Medicare or eligible to be paid by Medicare. If any portion of the charges for such care/assistance is not paid by Medicare, it will be covered, subject to the terms of this Policy.

"Care/assistance" refers to the long term care services this Policy otherwise provides benefits for.

## Section 4: Additional Benefits

This section tells you about the extra benefits available with this Policy and explains how you can receive them.

### A. Early Notification of Claim

This Policy provides an incentive, in the form of enhanced benefits, for notifying us you need care that may be covered by this Policy as quickly as possible.

#### EARLY NOTIFICATION

**If you notify us 10 or more days before the care begins:**

We will reduce the **Deductible** listed in the Policy Schedule by 20%.

#### TIMELY NOTIFICATION

**If you notify us within 15 calendar days of the care beginning:**

We will reduce the **Deductible** listed in the Policy Schedule by 10%.

Calling us will enable us to advise you as early as possible about whether you meet the **Conditions of Eligibility** and qualify for the benefits of this Policy. To notify us, you or your representative simply have to call our Claims Department at (800) 362-0700 and tell us that you are receiving, or will be receiving, care that may be covered by this Policy. You should specifically tell us that you are calling to give us "**Early Notification**" that you will have a claim. Notifying your agent does not satisfy the **Early Notification of Claim** requirement.

When you call our office, we may have a Registered Nurse speak to you to gather information about your condition and evaluate your needs. We may also have a health care professional (usually a Registered Nurse) from your local area visit you to conduct a face-to-face assessment. The purpose of such an assessment is to provide us with information about what you can and cannot do for yourself and the type of care you need. For more information on the Claims process, please refer to Section 7.

## B. Adult Day Care Benefits

For each day you receive **Adult Day Care** and you meet the **Conditions of Eligibility** (listed in Section 3), we will pay the lesser of:

- 1) 80% of the actual charge incurred; or
- 2) the **Assisted Living Facility/Home Care Maximum Daily Benefit** listed in the Policy Schedule.

In no event will the actual charge incurred exceed the amount **Adult Day Care Centers** typically charge for similar services rendered in the same geographic area.

## Adult Day Care Benefits - Defined Terms

### **A** dult Day Care

A day program which provides social and health-related services, including assistance with the **Activities of Daily Living** and taking medications; and supports frail, impaired, elderly or other disabled adults who can benefit from care in a group setting outside the **Home**. **Adult Day Care** must be provided in an **Adult Day Care Center**.

**Care, Adult Day Care**, and/or confinement to a **Nursing Facility** or **Assisted Living Facility**, etc. This means each dollar in benefits paid under this Policy will reduce the remaining amount available (the remaining pool of money) for all benefits by an equal amount. (For example, if your **Maximum Lifetime Benefit** is \$125,000 and we pay \$10,000 in benefits for **Home Care**, the total remaining benefits available for **Home Care** and/or confinement to a **Nursing Facility** or **Assisted Living Facility** will be limited to \$115,000.) The **Maximum Lifetime Benefit** cannot be restored or replenished under any circumstances. Once the **Maximum Lifetime Benefit** is exhausted, this Policy can never provide benefits again. The **Maximum Lifetime Benefit** is 1250 times your **Nursing Facility Maximum Daily Benefit** and is listed in the Policy Schedule.

## Deductible

The **Deductible** must be satisfied before benefits will be available under this Policy. The **Deductible** is the amount of expenses that you must pay yourself before you can receive the benefits of this Policy. To be applied to the **Deductible**, the expenses must otherwise be covered by the Policy. For each day of care/assistance, any amount of covered expenses that exceeds the **Policy Maximum Daily Benefit** will not be applied to the satisfaction of the **Deductible**. Any amount Medicare pays for your care will not count towards satisfaction of the **Deductible**.

The **Deductible** must be satisfied only once during the lifetime of this Policy and it applies to all of the benefits available under this Policy on a combined basis. (For example, if you satisfy the **Deductible** for **Home Care** and would then require admission to a **Nursing Facility** or **Assisted Living Facility**, it will not be necessary for you to satisfy the **Deductible** again.) The **Deductible** is 30 times your **Nursing Facility Maximum Daily Benefit** and is listed in the Policy Schedule.

## Section 5: Benefit Limitations

This section explains the limitations on the benefits available under this Policy.

### Policy Maximum Daily Benefit

The **Policy Maximum Daily Benefit** is the maximum amount we will pay for any one day of care/assistance that is covered by this Policy. The **Policy Maximum Daily Benefit** is listed in the Policy Schedule.

### Nursing Facility Maximum Daily Benefit

The **Nursing Facility Maximum Daily Benefit** is the maximum amount we will pay for any one day of confinement to a **Nursing Facility**. The **Nursing Facility Maximum Daily Benefit** is listed in the Policy Schedule.

### Assisted Living Facility/Home Care Maximum Daily Benefit

The **Assisted Living Facility/Home Care Maximum Daily Benefit** is the maximum amount we will pay for any one day of confinement to an **Assisted Living Facility**. The **Assisted Living Facility/Home Care Maximum Daily Benefit** is also the maximum amount we will pay for any one day of **Home Care** and/or **Adult Day Care** received during the same calendar day. The **Assisted Living Facility/Home Care Maximum Daily Benefit** is listed in the Policy Schedule.

### Maximum Lifetime Benefit

The **Maximum Lifetime Benefit** is the maximum amount we will pay over the life of this Policy. The **Maximum Lifetime Benefit** is essentially a pool of money and it applies to all of the benefits available under this Policy on a combined basis. It may be used interchangeably for **Home**

## Adult Day Care Center

A facility which is established and operated in accordance with any applicable state or local laws required in order to provide **Adult Day Care** and is licensed, if so required.

### C. Alternative Plan of Care Benefits

In the future, we expect that there will continue to be developments in the delivery of Long Term Care services and that new alternatives to **Home Care** and confinement in a **Nursing Facility** or **Assisted Living Facility** will emerge. Through the **Alternative Plan of Care** benefit, your Policy will be able to keep pace with changes in the Long Term Care delivery system by offering benefits for new forms of Long Term Care and new methods of care delivery.

The **Alternative Plan of Care** can also be utilized to provide benefits for care/assistance, durable medical equipment or other items that would allow you to remain in your **Home**, and without which **Home Care** or confinement to a **Nursing Facility** or **Assisted Living Facility** would otherwise be necessary. An example of such an **Alternative Plan of Care** would be to equip your **Home** with adaptive devices, such as shower bars, a special toilet and a wheelchair ramp, which would enable you to live independently at **Home**.

To be considered for this benefit, you must meet the **Conditions of Eligibility** and the alternative must reduce or eliminate the amount of **Home Care** needed; or eliminate the need for confinement to a **Nursing Facility** or **Assisted Living Facility**. If you would like us to consider an **Alternative Plan of Care** for benefits, you must submit a written request in advance and describe, in detail, the proposed alternative, as well as the costs of said

alternative. The **Alternative Plan of Care** must be a medically acceptable option and be agreed on in advance by you, your **Physician** and us. (An **Alternative Plan of Care** can be suggested by you or us.)

We will review the proposed **Alternative Plan of Care** and, if it is acceptable, let you know specifically under what terms we will pay benefits and the amount of benefits to be paid. We are not obligated to provide benefits for any services received prior to the date of our approval of the **Alternative Plan of Care**. Your eligibility for this benefit and the benefit amount(s) payable will be made on an individual basis and at our sole discretion.

In no event will we pay more than 80% of the actual expense incurred for anything covered under an approved **Alternative Plan of Care**. Any benefits paid under the **Alternative Plan of Care** benefit will reduce the **Maximum Lifetime Benefit**.

#### D. Care Solutions<sup>SM</sup>

When you need care covered by this Policy, we can offer you access to a **Care Coordinator** through the **Care Solutions<sup>SM</sup>** services we make available to our Policyholders free of charge. The **Care Coordinator** will assess your needs and work with you, your family and your **Physician**, if necessary, to see that those needs are met by developing a **Plan of Care**. The **Plan of Care** describes the level of care you require, the type of caregiver necessary, the schedule of the care to be rendered, and the period over which this level of care is projected to be needed. The **Care Coordinator** will also follow-up with you to ensure the **Plan of Care** continues to be appropriate in the likely event that your needs change.

If you elect to utilize our **Care Solutions<sup>SM</sup>** service, we will try to help you identify the providers available in your community. You will still have the freedom to select the provider you desire. If, for any reason, you are not satisfied with a caregiver, you may request that the **Care Coordinator** try to identify other providers from which to choose. The **Care Coordinator** can contact the caregivers you select to arrange for the delivery of the care required.

#### Care Solutions<sup>SM</sup> - Defined Terms

**Care Coordinator**  
Health care professional, usually a Registered Nurse, we employ or contract with to provide our Policyholders the **Care Solutions<sup>SM</sup>** services described above.

**Care Solutions<sup>SM</sup>**  
Free service we offer all of our Policyholders who need assistance making arrangements for care. Whether you use it is entirely up to you. Use of this service will not reduce, or be paid for through, the benefits of the Policy.

**Physician**  
Any doctor, other than you or a **Family Member**, properly licensed as a practitioner of the healing arts and operating within the scope of that license.