

# GENWORTH LIFE INSURANCE COMPANY OF NEW YORK

Home Office: 666 Third Avenue, New York, NY 10017

Administrative Office: 3100 Albert Lankford Drive, Lynchburg, VA 24501

## LONG TERM CARE INSURANCE POLICY

Insured(s): [MARY JANE DOE]

Policy Number: [ABC123456]

This Policy has been approved as a Partnership Policy under the New York State Long Term Care Security Program. Consult Your signed copy of the Consumer Participation Agreement for a description of Medicaid protection available after the exhaustion of Policy benefits. Although this Policy may be used outside New York State, the special Medicaid eligibility is available only if applied for in New York State.



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### DECLARATIONS

We are pleased to issue the above numbered insurance Policy, herein called the *Policy*. Keep it in a safe place, as it is a legal contract between You (the Insured(s) named above) and Us (the insurer). As You read it, be aware of the following.

**You have an unconditional right to return this Policy in the first 30 days.** You have 30 days from the day You receive this Policy to examine and return it to Us. You can return it for any reason. Simply return it to Us at Our Administrative Office or to the agent or office through which it was bought. This Policy will then be void from the start. We will refund the full amount paid for this Policy within 30 days of such a return.

**CAUTION:** *The issuance of this long term care insurance Policy is based upon Your responses to the questions on Your application. A copy of Your application is enclosed. If Your answers fail to include all material medical information requested, We have the right to deny benefits or rescind Your Policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact Us at this address: 3100 Albert Lankford Drive, Lynchburg, VA 24501.*

**Notice to Buyer:** This Policy may not cover all of the costs associated with long term care which may be incurred by You during the period of coverage. You are advised to review carefully all Policy limitations.

**This Policy is not a Medicare Supplement policy.** If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

**Dispute Resolution Alternatives:** If the Partnership advises You that Your claim may have been denied in error (see page 23), You may waive Your right to filing a suit and request arbitration of that denial. We will pay all arbitration fees. The arbiter's decision will be binding on both You and Us.

Signed for Genworth Life Insurance Company of New York.

**New York Partnership CLASSIC SELECT Policy.**  
***For training use only. Not for public use or distribution.***  
**Features may differ based on issue State.**

*This Policy is intended to be a federally tax-qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.*

**THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE AS STATED ON PAGE 6.  
WE HAVE A LIMITED RIGHT TO CHANGE PREMIUMS AS STATED ON PAGE 25.**

# FEDERAL TAX QUALIFICATION PROVISIONS

## **OUR INTENT THAT THIS BE A FEDERALLY TAX-QUALIFIED CONTRACT**

This Policy is intended to be a qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended by the Health Insurance Portability and Accountability Act of 1996 - Public Law 104-191 (herein referred to as the "Code").

## **CONFORMITY WITH INTERNAL REVENUE CODE**

If this Policy does not comply with the requirements of the above-cited Section of the Code, or any Federal or State statute or regulation, it will be treated as if it had been changed to comply with those requirements. Because this Policy is guaranteed renewable, We will inform You in writing of any such required change in the provisions of this Policy; and You will be given the choice of accepting the change, or retaining this Policy without that change.

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Refer to the Schedule to determine the Benefits, Options, and applicable coverage details.	

**SCHEDULE**

**GENWORTH LIFE INSURANCE COMPANY OF NEW YORK**

**Policyholder**

Mary Jane Doe  
Apt #1234  
123 Main Street  
Anytown, US 99999

**Insured**

Mary Jane Doe

**Policy Number**

LTC-1234567890

**Policy Effective Date**

September 15, 2006

**Coverage Limits and Features**

Daily Maximum .....[\$180]

Lifetime Maximum .....[\$197,100]

The Lifetime Maximum amount available is reduced as benefits are paid. It is increased when any Benefit Increases apply. The Lifetime Maximum is exhausted when there is no remaining amount available.

[Benefit Increases.....None]

[Benefit Increases..... 5% Compound Inflation Protection]

On each Policy Anniversary Date Your Daily Maximum and the remaining Lifetime Maximum will each increase by 5% of the respective Daily Maximum and remaining Lifetime Maximum amounts applicable on that Policy Anniversary Date. Such annual increases will be available to pay for expenses incurred on or after the date of the increases and while this Policy is in force. Benefit Increases cease when the Policy terminates.]

Elimination Period .....[0][30][90] Days of Covered Care

The Elimination Period applies to the Home Care Benefit, the Nursing Home Benefit, the Assisted Living Care Benefit and the Alternate Care Benefit.

**Benefits and Services Provided**

**We Pay Up to these Limits**

Care Coordination Services ..... Unlimited when provided by a Privileged Care Coordinator  
..... Otherwise limited to 2 times the Daily Maximum per Policy Year

Home Care Benefit ..... Up to 50% of the Daily Maximum per calendar day\*

Respite Care Benefit ..... 14 days per Policy Year

Nursing Home Benefit ..... Up to the Daily Maximum per calendar day

Assisted Living Care Benefit ..... Up to 50% of the Daily Maximum per calendar day\*

Bed Reservation Benefit ..... 20 days per Policy Year

Alternate Care Benefit ..... Up to the Daily Maximum per calendar day

Other Possible Benefits (Availability limited to the conditions stated on page 18.)

Caregiver Training Benefit..... Up to a lifetime maximum equal to 5 times the Daily Maximum

Supplementary Benefit ..... Up to a lifetime maximum equal to 50 times the Daily Maximum

Waiver of Premium Benefit ..... Included – See Benefit Provisions

[Increased Home Care Benefits ..... Included - See Attached Rider]

[Nonforfeiture Benefit ..... Included - See Attached Rider]

[Survivorship Benefit..... Included - See Attached Rider]

[Enhanced Survivorship Benefit..... Included - See Attached Rider]

[Monthly Benefits Rider ..... Included - See Attached Rider]

[Waiver of Home Care Elimination Period Rider..... Included - See Attached Rider]

\*The maximum total amount We will pay under these Benefits for all expenses that are incurred on any one calendar day is limited to 50% of the Daily Maximum. If it is stated above that this Policy includes an Increased Home Care Benefits Rider, this limit will be increase in as stated in that Rider.

**SCHEDULE**

(Continued)

**Name of Policyholder:**

[Mary Jane Doe]

**Policy Number:**

[ABC1234567]

**PREMIUM INFORMATION**

RATE CLASSIFICATION: Policyholder - ..... [Standard]/[Preferred] [with {Insured} Couple Discount]

ANNUAL PREMIUMS:	Policyholder
Basic Policy Coverage (including any Benefit Increases).....	[\$xx.xx]
[Increased Home Care Benefits Rider .....	[\$xx.xx]
Nonforfeiture Benefit Rider .....	[\$xx.xx]
[Monthly Benefits Rider .....	[\$xx.xx]
[Survivorship Rider.....	[\$xx.xx]
[Enhanced Survivorship Rider .....	[\$xx.xx]
[Waiver of Home Care Elimination Period Rider.....	[\$xx.xx]
Individual Totals .....	[\$xx.xx]
Total Annual Premium.....	[\$xxx.xx]

FIRST PREMIUM	PREMIUM PAYMENT MODE	MODAL PREMIUM
[\$aaa.aa]	[Quarterly][*]	[\$bbb.bb]

See the Modal Premium Disclosure on the next page.

**[\*Notice – This Policy has a paid-up feature.**

[This means that, if You pay all required premiums as they become due, this Policy will be paid-up and no future premium payments will be required after this Policy has been in force for a period of 10 full years. We do, however, have the right to increase premiums that become due prior to the date this Policy becomes paid-up.]

OR

[This means that, if You pay all required premiums as they become due, this Policy will be paid-up and no future premium payments will be required after the Policy Anniversary Date coinciding with or next following the date You reach 65 years of age. We do, however, have the right to increase premiums that become due prior to the date this Policy becomes paid-up. This option is only available if You are under 56 years of age.]

[If this Policy includes automatic Benefit Increases, those increases will continue beyond the paid-up date without requiring additional premium payments.]

## SCHEDULE

(Continued)

### MODAL PREMIUM DISCLOSURE

**Premium Payment Options:** You pay for Your Policy by paying the premiums due in a timely manner. You have the right to choose one of the following premium payment modes: annually in one payment, semi-annual in two payments, quarterly in four payments, or monthly in twelve payments (each individual payment being a "Modal Premium Payment"). You may pay Your premiums monthly in twelve payments only by pre-authorized electronic transfer (EFT). If You choose a payment mode other than annual, You will pay additional charges for selecting that payment mode (the "Additional Payment Charges"). The chart below compares, for the first year of a policy with a \$1,000 annual premium, the total premium payments for each payment mode and the corresponding Additional Payment Charges that You would pay during the first year.

<b>First Year Cost Comparison of Additional Payment Charges for Alternative Premium Payment Modes</b>				
<b>Premium Payment Mode</b>	<b>Number of Premium Payments per Year</b>	<b>Amount of Each Modal Premium Payment during the First Year (Including Additional Payment Charges)</b>	<b>Total of Modal Premium Payments during First Year (Including Additional Payment Charges)</b>	<b>Total Additional Payment Charge during the First Year(In Dollars)</b>
Annual	1	\$1,000.00	\$1,000.00	\$0.00
Semiannual	2	\$510.00	\$1,020.00	\$20.00
Quarterly	4	\$260.00	\$1,040.00	\$40.00
Monthly (EFT only)	12	\$90.00	\$1,080.00	\$80.00

**Notice to Insured:** Each Modal Premium Payment is a payment, in advance, for insurance coverage. Coverage continues until the next premium payment is due. You are under no contractual obligation to continue making premium payments. However, pursuant to the Premium Provisions of the Policy, the failure to pay a premium may result in the termination of Your coverage.

**Calculation of Modal Premium:** The Modal Premium Payment amounts are calculated by multiplying the Annual Modal Premium by the applicable modal premium factor:

- > Annual - 1.00
- > Semiannual - .51
- > Quarterly - .26
- > Monthly (EFT only) - .09

As illustrated above, if paid on a Semiannual, Quarterly, or Monthly Premium Payment Mode, Your total premiums will be higher than if You made a single payment using the Annual Premium Payment Mode.

# **THE POLICY TAKING EFFECT AND REMAINING IN FORCE**

## **EFFECTIVE DATE AND CONSIDERATION**

This Policy is issued based on: the statements made in its application; and payment of the First Premium shown in the Schedule. It takes effect on the Effective Date shown in the Schedule. It can be continued in force by the timely payment of premiums until it terminates.

## **THIS POLICY IS GUARANTEED RENEWABLE FOR LIFE**

Subject to its terms, You can keep this Policy in force until benefits have been exhausted by paying the required premiums on time. We cannot cancel or refuse to renew this Policy; however, We reserve the right to make changes We are obligated to make by governmental officials due to this Policy's participation in the New York State Partnership for Long Term Care. We cannot otherwise change any of its terms on Our own, except that We can change the premiums as stated on page 25.

## **POLICY TERMINATION**

This Policy will terminate on the earlier of:

- > The end of the period for which premium has been paid, subject to the Grace Period and Unintentional Lapse Protection provision;
- > The date benefit payments exhaust the Lifetime Maximum, as described in the Schedule;
- > The date this Policy is cancelled; or
- > The date You die.

## **YOUR RIGHT TO CANCEL THIS POLICY AT ANY TIME**

You may cancel this Policy at any time by sending Us a signed written notice. This Policy will be cancelled as of the date We receive the cancellation notice, or any later date stated in the notice. We will refund to You the unearned portion of any premium paid.

## **EXTENSION OF BENEFITS**

Termination of this Policy will not affect any claim for benefits payable under the Policy if eligibility for those benefits or total disability begins while this Policy is in force and continues without interruption after termination. For the purposes of this provision, You must give Us proof, in the form of a Current Eligibility Certification, which demonstrates, based on information from care providers, personal physicians and other Licensed Health Care Practitioners, that the Covered Care is needed due to Your continually meeting the Eligibility for the Payment of Benefits requirements of the Policy.

This Extension of Benefits, beyond the period the Policy was in force, is subject to the Elimination Period, Lifetime Maximum and all other applicable provisions of this Policy. It ceases:

- > For benefits payable under the Nursing Home Benefit, the Assisted Living Care Facility Benefit, and the Alternate Care Benefit, when a period of 180 days elapses during which You have not incurred expenses covered by any of those Benefits; and
- > With respect to Home Care benefits, when a period of 12 months elapses from the date of termination of this Policy.

In no event will the total amount payable under the Policy and Extension of Benefits provision exceed the Lifetime Maximum.

## **A NOTE ABOUT THE PARTNERSHIP**

### **PURPOSE OF THE PARTNERSHIP**

The Partnership was established in 1989 as the Long Term Care Security Demonstration Program and in 1997 became the Partnership for Long Term Care Program. Its purpose is to offer citizens of New York special eligibility for long term care protection through the New York State Medicaid Program when they:

- > Purchase a long term care insurance policy or certificate that qualifies under the law; and
- > Exhaust benefits under that policy or certificate.

### **ADVANTAGES AND REQUIREMENTS OF PROJECT-CERTIFIED POLICIES:**

As a Participant in the New York State Partnership for Long Term Care Program You are entitled to certain benefits beyond the benefits provided in this Policy. The most unique advantage is that if You exhaust the benefits of Your Policy, You are eligible to apply for Medicaid without regard to the type or amount of assets You may have.

There is no limit to the assets You may keep and still receive Medicaid. HOWEVER, You are required to contribute Your INCOME toward the cost of Your care in accordance with regular Medicaid rules.

Although this Policy may be used outside of New York State, the special Medicaid eligibility is available only if applied for in New York State.

### **MINIMUM COVERAGE REQUIREMENTS**

In order for this Policy to qualify for Medicaid asset protection under the Partnership, it **must** pay benefits for at least the equivalent of 36 months of Nursing Home care (counting payments made under the Respite Care and Alternate Care Benefits).

Days for which payment is made under the Home Care Benefit and the Assisted Living Care Benefit can be substituted for Nursing Home care days on the basis of two days of such care for one Nursing Home care day.

Whenever the benefits paid for a day's care are less than the applicable daily payment limit, the excess is reserved for future benefit payments.

## GLOSSARY

Many terms used in this Policy are defined below. Additional definitions appear where they can assist You in understanding related text. For example, most Benefits have definitions for covered services and/or providers. Defined terms are highlighted in ***bold italics*** where they are defined; and have that meaning throughout the Policy.

***Activities of Daily Living:*** The activities defined below that are measured to determine Your ability to function independently. Each of the following is an Activity of Daily Living (ADL):

- > ***Bathing:*** Washing oneself by sponge bath; or washing oneself in either a tub or shower, including the task of getting into or out of the tub or shower.
- > ***Dressing:*** Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- > ***Eating:*** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table).
- > ***Continence:*** The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- > ***Toileting:*** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- > ***Transferring:*** Moving into or out of a bed, chair or wheelchair.

***Covered Care:*** Only those Qualified Long Term Care Services for which this Policy pays benefits or would pay benefits in the absence of an Elimination Period.

***Elimination Period:*** The number of days that You must receive Covered Care before benefits are payable under those Benefits that are subject to the Elimination Period.

The Schedule states:

- > the number of days in the Elimination Period; and
- > the Benefits to which the Elimination Period applies.

The Elimination Period can be satisfied by days for which payment would otherwise be made under those Benefits to which the Elimination Period applies. Days used to satisfy the Elimination Period do not need to be consecutive; and can be accumulated over time. Once satisfied, You will never have to satisfy a new Elimination Period for this Policy.

**NOTE:** An Elimination Period of greater than 100 days is not permitted by the New York State Partnership for Long Term Care. If Your Policy has a shorter Elimination Period, You have paid an additional premium for that option and purchased coverage in excess of the minimum requirements.

***Immediate Family Member:*** Your spouse and anyone who is related to You or Your spouse as a parent, grandparent, child, grandchild, brother, sister, aunt, uncle, first cousin, nephew or niece. This includes adopted, in-law and step-relatives.

***Home:*** Your primary place of residence in the area You use principally for independent residential living. This could be a house, condominium, apartment, unit in a congregate care community, or similar residential environment. Your Home does not include a hospital, Nursing Home or Assisted Care Facility.

***Insured:*** The person or persons named as an Insured in the Schedule. The terms "You" and "Your" are also used to refer to each Insured.

***Licensed Health Care Practitioner:*** Any of the following who is not an Immediate Family Member: (a) a physician, as defined in Section 1861(r)(1) of the Social Security Act; (b) a registered professional nurse; (c) a licensed social worker; or (d) any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury, has any appropriate State license, and is acting within the scope of that license.

***Lifetime Maximum:*** This is the maximum amount of benefits the Policy will pay. The Schedule shows:

- > the amount that applies on the Policy Effective Date;
- > how it changes based on benefit payments and any Benefit Increases; and
- > how to determine when it is exhausted.

**NOTE:** Because Policy benefit payments are limited to the cost of care, some payments may be less than the maximum benefit available. In that event, the unpaid portion of Your Lifetime Maximum will be held for future payments. In other words, Your initial coverage (Lifetime Maximum) is like an account of benefit dollars. The Lifetime Maximum amount available is reduced as benefits are paid. It is increased when any Benefit Increases apply. The Lifetime Maximum is exhausted when there is no remaining amount available.

***Medicaid:*** Any state medical assistance program under Title XIX of the Social Security Act as it is now and as it may be amended.

***Medicare:*** The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

***Nurse:*** Someone who is licensed as a Registered Graduate Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN), and is operating within the scope of that license.

***Partnership:*** The New York State Partnership for Long Term Care. It was established as the Long Term Care Security Demonstration Program for Long Term Care for the purpose of helping residents plan long term care financing.

***Policy Anniversary Date:*** The first day of each Policy Year while this Policy is in force, beginning with the second Policy Year.

***Policyholder:*** The person designated as such in the Schedule.

***Policy Year:*** Each twelve-month period beginning with the Policy Effective Date shown in the Schedule.

***Qualified Long Term Care Services:*** Necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care Services which:

- > Are required by a Chronically Ill Individual; and
- > Are provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

"Maintenance or Personal Care Services" as used in this definition means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the person is a Chronically Ill Individual, including protection from threats to health and safety due to Severe Cognitive Impairment.

**Important Note:** To be eligible for payment under this Policy, it is not sufficient for services to be Qualified Long Term Care Services. Such services must also:

- > Be care or support services for which this Policy pays benefits; and
- > Satisfy all other requirements of this Policy for Benefit eligibility and payment.

***Representative:*** The person designated by You or by a court of law to represent You.

***We, Us, and Our:*** Genworth Life Insurance Company of New York. We are a stock life insurance company. Our Home Office is at 666 Third Avenue, New York, NY 10017. Our Administrative Office for this Policy is at 3100 Albert Lankford Drive, Lynchburg, VA 24501.

***You and Your:*** The person or persons named as the Insured in the Schedule.

SAMPLE

# BENEFIT PROVISIONS

## LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

### **ELIGIBILITY FOR THE PAYMENT OF BENEFITS**

For You to be eligible for the Benefits provided by this Policy We must have both:

- > A Current Eligibility Certification; and
- > On-going proof which demonstrates that the Covered Care You receive is needed due to Your continually being a Chronically Ill Individual.

The proof can be based on information from care providers, personal physicians and other Licensed Health Care Practitioners.

Our claims evaluation process is described in the Claims Provisions.

### **CONDITIONS**

Benefits will be paid only as reimbursement for expenses incurred for care and services that:

- > Are Qualified Long Term Care Services; and
- > Are consistent with, and received pursuant to, Your Plan of Care as prescribed by a Licensed Health Care Practitioner; and
- > Meet the requirements for payment in accordance with the Benefits, services, and all other provisions of this Policy; and
- > Except as stated in the Extension of Benefits provision, are received while Your insurance under this Policy is in force. An expense, fee or charge is considered to be incurred on the day on which the care, service or other item forming the basis for it is received.

Benefit payments cease when the Lifetime Maximum is exhausted and are subject to: the Elimination Period requirements; and all other limits determined from the Schedule, the specific Benefits and other provisions of this Policy.

### **DEFINITIONS**

An **Activity of Daily Living** is one of the following: Bathing; Dressing; Eating; Contenance; Toileting; and Transferring. These terms are defined in the Glossary.

A **Chronically Ill Individual** is a person who has been certified by a Licensed Health Care Practitioner as:

- > Being unable to perform, without Substantial Assistance (either Standby Assistance or Hands-on Assistance) from another individual, at least two (2) Activities of Daily Living due to a loss of functional capacity. In addition, this loss of functional capacity must, at first, be expected to exist for a period of at least 90 days; **or**
- > Requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

A **Current Eligibility Certification** is a Licensed Health Care Practitioner's written certification, made within the preceding 12-month period, that You meet the above requirements for being a Chronically Ill Individual.

**Substantial Assistance** is either:

- > **Hands-on Assistance** which is the physical assistance (minimal, moderate or maximal) of another person without which You would be unable to perform the Activity of Daily Living; or
- > **Standby Assistance** which is the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to Yourself while You are performing the Activity of Daily Living.

**Severe Cognitive Impairment** is a loss or deterioration in intellectual capacity that:

- > Is comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and
- > Is measured by clinical evidence and standardized tests that reliably measure impairment in the person's:
  - Short-term or long-term memory;
  - Orientation as to people, places, or time;
  - Deductive or abstract reasoning; or
  - Judgment as it relates to safety awareness.

**Substantial Supervision** is continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the severely cognitively impaired person from threats to his or her health or safety (such as may result from wandering).

A **Plan of Care** is a written, individualized plan for care and support services for You that:

- > Has been developed as a result of an assessment and incorporates any information provided by Your personal physician; and
- > Has been prescribed by a Licensed Health Care Practitioner; and
- > Fairly, accurately and appropriately addresses Your long term care and support service needs; and
- > Specifies:
  - the type, frequency and duration of all services required to meet those needs;
  - the providers appropriate to furnish those services; and
  - an estimate of the appropriate cost of such services.

The Plan of Care must be updated as Your needs change. We must receive a copy of the Plan of Care upon its completion and each time it is updated. We retain the right to request periodic updates not more frequently than once every 60 days. We will make a copy of the current Plan of Care available to Your personal physician. No more than one Plan of Care may be in effect at a time.

## CARE COORDINATION SERVICES

### COVERED SERVICES

We will provide Information and Referral Services and pay for Consultation Services You receive while the Policy is in force or continued in accordance with the Extension of Benefits. When Consultation Services are provided by a Privileged Care Coordinator, Our payment is not limited; and will not count against the Policy's Lifetime Maximum. In all other instances the maximum amount payable under this Benefit for all expenses You incur for Consultation Services during a Policy Year is 2 times the applicable Daily Maximum; and such payments will count against the Policy's Lifetime Maximum.

**No Elimination Period:** Payment for these Care Coordination Services is not subject to, and cannot be used to satisfy, the Elimination Period.

### DEFINITIONS

*Information and Referral Services* consist of information concerning Policy coverage, including but not limited to coverage, benefits and the names of potential providers.

*Consultation Services* are the assistance and advice You receive in choosing and applying for long term care services based on Your needs. These services must be received from individuals with professional training and experience in arranging and managing long term care services. These services will generally include: determining the degree to which You are disabled; assessing the circumstances in Your residence; working with You to determine the specific services You require; and developing and suggesting a plan to address Your needs. When You choose to use the services of a Privileged Care Coordinator, he or she will:

- > Meet with You in Your Home to obtain a full understanding of Your unique situation and condition. Based on that information the Privileged Care Coordinator will develop and prescribe a Plan of Care appropriate for Your needs. This may include care in Your Home and in the community.
- > Provide the initial and subsequent Current Eligibility Certifications.
- > Suggest a variety of formal and informal care and support service providers. This may include negotiating service and care provider rates for You; and identifying other financial resources available to meet the needs specified in Your Plan of Care.
- > Help in completion of claims forms required to get payment under this Policy.
- > Assist with implementing the Plan of Care by scheduling and coordinating the care and support service providers chosen by You.
- > Monitor the care and support services being received. This will include periodic re-assessments to determine revisions to Your Plan of Care warranted by changing needs.

A *Privileged Care Coordinator* is a Licensed Health Care Practitioner provided by Us at no cost to You. He or she will assist You in identifying Your long term care needs and matching those needs with available care and service providers and resources. The Privileged Care Coordinator will be a professional whose duties are to: gather objective information specific to Your circumstances; use the information gathered to help develop Your Plan of Care; and identify qualified providers that can deliver the needed care and services.

Privileged Care Coordinators are familiar with the care and service providers available in Your area. Those providers vary greatly from skilled professionals to lay caregivers, based on the degree and type of assistance needed. Privileged Care Coordinators will help identify qualified caregivers that are acceptable to You and Your family. In all cases, You are responsible for choosing the actual care and service providers to be used. If for any reason You are not satisfied with a Privileged Care Coordinator or care or service provider, You can request that an alternative be identified.

## HOME CARE BENEFIT

### THE BENEFIT

We will pay for expenses You incur for care and support services defined below that are received while You are living at Home, and are provided by someone who normally does not reside in Your Home. These services may be received in a group setting, such as an adult day care center; or where You go to receive the care, such as an out-patient unit to receive therapy. The services must be provided by: entities licensed and/or certified by the New York State Department of Health; or agencies exempt from licensure or certification in accordance with the applicable provisions of New York State Public Health or Social Services Laws and regulations. If received outside of New York State, the services must be provided by entities licensed to provide such services in the jurisdiction where the services are rendered.

### DEFINITIONS

- > **Nurse and Therapist Services:** These are health care services provided by a Nurse, or a licensed physical, occupational, respiratory or speech therapist.
- > **Services from Other Care Providers:** These are Home Health Aide and Personal Care Attendant Services, Homemaker Services, and Chore Services (as defined below) that:
  - A person provides in Your Home because they are necessary to enable You to continue to stay independent and safe at Home; and
  - Are necessary because You alone are not able to perform them due to Your being a Chronically Ill Individual; and
  - Are consistent with the needs addressed in Your Plan of Care.

***Home Health Aide and Personal Care Attendant Services:*** This is assistance with: simple health care tasks; personal hygiene; managing medications; and help in performing Activities of Daily Living.

***Homemaker Services:*** This is assistance with one or more of the following tasks: meal planning and preparation; doing laundry; and light house cleaning (such as: vacuuming, dry mopping, dishwashing, cleaning the kitchen or bath, and changing soiled bedding).

***Chore Services:*** This is assistance with the following light work activities: minor household repairs related to Your safety at Home (such as to handrails and safety rails, stairs, or floors); taking out the garbage; and simple cleaning tasks to remove unsafe debris or dirt in Your Home. Chore Services do not include any type of: residential upkeep, construction, renovation or routine home preservation (such as painting); lawn or yard care; snow removal; vehicle or equipment maintenance; or similar tasks.

- > **Community Care:** This is Adult Day Care and Hospice Care as defined below.

***Adult Day Care:*** This is a program for six or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside Your Home.

***Hospice Care:*** This consists of services (not including prescription drugs) that are designed to provide palliative care to You or to alleviate Your physical, emotional and spiritual discomforts because You are experiencing the last phases of life due to a terminal disease (diagnosed with 6 months or less to live).

### PAYMENT LIMITATIONS

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and the payment limits determined from the Schedule for this Benefit. No payment will be made under this Benefit for any period for which You are receiving Nursing Home Benefits, or Bed Reservation Benefits.

## RESPITE CARE BENEFIT

### **THE BENEFIT**

We will pay for expenses You incur for Respite Care without requiring You to satisfy the Elimination Period. Respite Care can be received in Your Home, or during a temporary stay in a Nursing Home or Assisted Care Facility.

### **DEFINITION**

*Respite Care* is short-term care that is provided to You in order to relieve the person who normally provides You with informal (unpaid) care in Your Home. The Respite Care must be stated in, and furnished in accordance with, Your Plan of Care.

### **PAYMENT LIMITATIONS**

Payment of this Benefit is subject to the Lifetime Maximum; the same limit as stated in the Schedule for the Nursing Home Benefit (up to the Daily Maximum per calendar day); and this Benefit will be payable for no more than the number of days (continuous or not) determined from the Schedule for this Benefit.

Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

SAMPLE

## NURSING HOME BENEFIT

### THE BENEFIT

We will pay for expenses You incur for care and support services (including room and board, but not prescription drugs) provided by a Nursing Home while You are confined there as a resident inpatient.

This includes expenses for: private duty nursing care provided by a Nurse who is not employed by the facility; and all levels of care (including skilled, intermediate and custodial care) provided by the Nursing Home. The expenses must be consistent with the level of charges normally made for other inpatients receiving similar care in that facility.

### DEFINITION

A *Nursing Home* is a facility, not excluded below, that is engaged primarily in providing continual (24 hours-a-day, every day) nursing care to all of its residents or inpatients in accordance with the authority granted by a license issued by the federal government or the State in which it is located. Such nursing care must be performed by or under the direct supervision of a Nurse; the facility must employ at least one full-time Nurse; and a Nurse must be on duty or on call in the facility at all times.

If a facility has multiple licenses or purposes, a separate portion, ward, wing or unit thereof can qualify as a Nursing Home only if that portion, ward, wing or unit is engaged primarily in providing such nursing care in accordance with the authority granted by its license.

**Excluded Places:** The definition of a Nursing Home does NOT include any of the following:

- > A hospital or clinic.
- > A sub-acute care or rehabilitation hospital or unit.
- > A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness.
- > An Assisted Care Facility.
- > Your Home or place of residence in an area used principally for independent residential living (including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities).
- > A substantially similar adult residence establishment or environment.

### PAYMENT LIMITATIONS

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and the payment limits determined from the Schedule for this Benefit.

## ASSISTED LIVING CARE BENEFIT

### THE BENEFIT

We will pay for expenses You incur for care Qualified Long Term Care Services (including room and board, and other care and support services, but not prescription drugs) provided by an Assisted Care Facility while You are confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

### DEFINITION

An *Assisted Care Facility* is a facility, not excluded below, that satisfies the Conditions below and is engaged primarily in providing continual (24 hours-a-day, every day) assistance and supervision to at least 10 resident inpatients (or to the minimum number of resident inpatients required by the applicable facility licensing requirements of the State in which the care is provided) due to their inability to perform Activities of Daily Living or Severe Cognitive Impairment.

**Conditions:** To satisfy this definition, such facility (e.g., assisted care, assisted living, or Alzheimer's dementia care facility) must at all times:

> Provide such care and services under a license, certificate, or substantially similar permit and oversight from the federal government or the State in which it is located;

**OR**

> Provide such care and services in accordance with all applicable laws, and continuously meet all of the following requirements:

- It maintains records for all care and services provided to each resident inpatient;
- It has an awake employee on duty in the facility who is trained and ready to provide its resident inpatients with scheduled and unscheduled care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment;
- It has an awake employee who is aware of the whereabouts of the resident inpatients;
- It provides, at a minimum, assistance with Bathing and Dressing;
- It provides 3 meals a day and accommodates special dietary needs;
- It has formal arrangements with a duly licensed physician or Nurse to furnish medical care and services in case of an emergency; and
- It has the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications.

**Excluded Places:** An Assisted Care Facility is NOT any of the following:

- > A hospital or clinic.
- > A Nursing Home.
- > A sub-acute care or rehabilitation hospital or unit.
- > A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness.
- > Your Home or place of residence in an area used principally for independent residential living (including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities).
- > A substantially similar adult residence establishment or environment.

If a facility has multiple licenses, certifications, purposes, or locations, a separate portion, ward, wing, unit or location thereof can qualify as an Assisted Care Facility only if it is engaged primarily in providing care that satisfies the above definition.

### PAYMENT LIMITATIONS

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and the payment limits determined from the Schedule for this Benefit.

## **BED RESERVATION BENEFIT**

### **THE BENEFIT**

We will continue to pay benefits, or give Elimination Period credit, under the Nursing Home Benefit while You:

- > Are temporarily absent during a stay in a Nursing Home; and
- > Are charged to reserve Your accommodations in that facility.

The temporary absence can be for any reason. This includes, but is not limited to, a hospital stay, or spending holidays or other time with Your family.

### **PAYMENT LIMITATIONS**

This Benefit is subject to the Lifetime Maximum and will apply to no more than the number of days (continuous or not) determined from the Schedule for this Benefit.

## **ALTERNATE CARE BENEFIT**

*For hospital stays while awaiting other Covered Care.*

### **THE BENEFIT**

We will pay the expenses You incur for care and support services (including room and board, but not prescription drugs) provided by a Hospital when You are:

- > Confined there while awaiting the availability of services that are otherwise covered by the Nursing Home, Assisted Living Care, or Home Care Benefits of the Policy, but for which You are unable to obtain access; and
- > Your attending physician has determined that You are in such an alternate care status.

The expenses must be consistent with the level of charges normally made for other inpatients receiving similar care in the Hospital. You must be confined there as a resident inpatient.

### **DEFINITION**

A ***Hospital*** is an institution that is licensed as a hospital in the jurisdiction in which it is located; and is operating within the scope of its license.

### **PAYMENT LIMITATIONS**

Payment of this Benefit is also subject to: the Lifetime Maximum; the Elimination Period; and the payment limits determined from the Schedule for this Benefit.

### **OTHER POSSIBLE BENEFITS**

*Available only when benefits will also be payable for the minimum number of days required by the Partnership.*

#### **CAUTION**

This Benefit is not available if Your Policy is a minimum plan and You use the maximum amount of benefits available.

#### **ADDITIONAL CONDITIONS ON PAYMENT OF THESE BENEFITS**

In order for this Policy to qualify for Medicaid asset protection under the Partnership, it **must** pay benefits for at least the equivalent of 36 months of Nursing Home care (counting payments made under the Respite Care, Bed Reservation and Alternate Care Benefits).

Days for which payment is made under the Home Care Benefit and the Assisted Living Care Benefit can be substituted for Nursing Home care days on the basis of two days of such care for one Nursing Home care day. Whenever the benefits paid for a day's care are less than the applicable daily payment limit, the excess is reserved for future benefit payments.

The following Caregiver Training and Supplementary Benefits are designed to provide cost effective alternative benefits in a manner that utilizes those reserved payment amounts while also ensuring that benefits will be paid for the minimum number of days required by the Partnership to qualify for Medicaid asset protection. To ensure such Partnership qualification, these benefits will be provided **only** to the extent that the amount of Your unused Lifetime Maximum is sufficient to fund both:

- > Any payments made under these Benefits; and
- > Full future benefit payments for the number of days required to maintain qualification under the Partnership.

Payment under these Benefits will not count against any Daily Payment Maximum; and they will not be subject to, nor may they be used to satisfy, any Elimination Period.

#### **CAREGIVER TRAINING BENEFIT**

**Subject to the above additional conditions,** We will pay for expenses You incur for training an informal (unpaid) caregiver to care for You in Your Home. All the following conditions apply to this Benefit:

- > We will not pay to train someone who will be paid to care for You.
- > The training can be received while You are confined in a hospital, Nursing Home, or Assisted Care Facility only if it is reasonably expected that the training will make it possible for You to go Home where You can be cared for by the person receiving the training.

**Payment Limitations:** Payment of this Benefit is subject to: the above conditions; the Lifetime Maximum; and the payment limits determined from the Schedule for this Benefit. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

## **SUPPLEMENTARY CARE BENEFIT**

**Subject to the above Additional Conditions,** We will pay for expenses You incur for care, treatment, services, supplies or other items not specifically covered by another Benefit of this Policy when all of the following conditions are met:

- > They are clearly specified in Your Plan of Care.
- > You, Your personal physician and We mutually agree that they are cost-effective alternatives to Benefits specifically available under this Policy.
- > They are for qualified long term care services as defined in Section 7702B(c) of the Internal Revenue Code.
- > They are incurred while such mutual agreement is in effect.
- > They are incurred while Your insurance is in force under this Policy.

Agreement to use these alternatives will not waive any of the rights You or We have under this Policy. The agreement may be discontinued at any time without affecting Your right to the Benefits otherwise available under this Policy.

Examples include, but are not limited to:

- > In-Home safety devices.
- > Community-based services that provide meals in the Home for disabled individuals (such as Meals on Wheels).
- > The purchase or rental of supportive equipment.
- > Rental or lease of emergency medical response devices.
- > Other services designed to help You remain at Home.

**Payment Limitations:** The agreement will state how payment is affected by the Elimination Period. It will also state any time and payment maximums. Payment of this Benefit is also subject to: the above conditions; the Lifetime Maximum; and all other provisions and conditions of this Policy.

## **WAIVER OF PREMIUM BENEFIT**

### **THE BENEFIT**

We will waive the premium payments for each coverage month that begins after You have satisfied the Elimination Period and during a period for which benefits are paid or payable under:

- > the Nursing Home Benefit; or
- > the Assisted Living Care Benefit; or
- > the Home Care Benefit.

This waiver applies to the entire premium for this Policy and all attachments.

### **PAYMENT LIMITATIONS**

This Benefit stops when You cease to receive Covered Care during any period for which benefits are paid under the Nursing Home Benefit, the Assisted Living Care Benefit, or the Home Care Benefit. When this Benefit stops, We will give credit for any premium paid for periods during which the waiver applied, against future premiums when due. You will then be required: to pay the remaining premiums due in accordance with this Policy's previous premium payment mode; and to continue to make future premium payments as they become due.

## EXCLUSIONS AND LIMITATIONS

### EXCLUSIONS

No payment will be made for any expenses incurred for any room and board, care, treatment, services, equipment or other items:

- > Provided by an Immediate Family Member, unless:
  - The Immediate Family Member is a regular employee of the organization that is providing the services; and
  - Such organization receives payment for the services; and
  - The Immediate Family Member receives no compensation other than the normal compensation for employees in her or his job category.
- > For which no charge is normally made in the absence of insurance.
- > Provided outside of the United States of America, its territories and possessions.
- > Provided by or in a Veterans Administration or federal government facility, unless a valid charge is made to You or Your estate.
- > Resulting, directly or indirectly, from:
  - War or act of war, whether declared or not.
  - Attempted suicide or an intentionally self-inflicted injury.
  - Your alcoholism or addiction to drugs or narcotics; but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician.

**Note:** We will pay benefits for mental illness and Alzheimer's disease, subject to the same exclusions, limitations and provisions otherwise applicable to other Covered Care under this Policy.

### NON-DUPLICATION

Subject to the Lifetime Maximum and payment limits determined from the Schedule, benefits will be paid only for expenses for Covered Care that are in excess of the amount paid under Medicare (including amounts that would be reimbursed but for the application of a deductible or coinsurance amount) and any other federal, state or other governmental health care program or law (except Medicaid). However, this Non-Duplication provision will not disqualify an expense for Covered Care from being used to satisfy the Elimination Period.

### NON-DUPLICATION OF BENEFITS IN THE EVENT OF A NATIONAL LONG TERM CARE PROGRAM

If a National long term care program is created through public funding and that National program duplicates benefits provided by this Policy, We will implement one or more of the following changes to this Policy, based on mutual agreement between Us and the New York State Department of Insurance:

- > We may reduce premiums to the extent that benefits under this Policy have been duplicated by the National program; and/or
- > We may increase benefits under this Policy to make up for benefits that have been duplicated by the National program. If a National long term care program is created through public funding and that National program duplicates benefits provided by this Policy, We will implement one or more of the following changes to this Policy, based on mutual agreement between Us and the New York State Department of Insurance:
  - > We may reduce premiums to the extent that benefits under this Policy have been duplicated by the National program; and/or
  - > We may increase benefits under this Policy to make up for benefits that have been duplicated by the National program.

## **CLAIMS PROVISIONS**

*Let Us know once it appears You may be a Chronically Ill Individual, and then follow these procedures.*

### **YOUR ROLE IN THE CLAIMS PROCESS**

Early awareness by Our Claims Department will facilitate a timely claim review. You can help Us greatly in the claims process and at the same time begin early planning of Your Covered Care, by contacting Us as soon as it appears You may be a Chronically Ill Individual.

Let Us know if You choose to use the services of a Privileged Care Coordinator (as provided under the Care Coordinator Services). When You do that We will make arrangements for a coordinator to contact You immediately and begin providing You with Privileged Care Coordination Services. Of course, Your Representative can also contact Us.

### **ASSISTANCE IN COMPLETING CLAIM FORMS**

You may call Us if You need any type of assistance during any phase of the claim process. Our toll free number is listed on Your ID card. When You use a Privileged Care Coordinator, We will work with that person to ensure that We understand Your condition, the prescribed Plan of Care, and any care and support services received.

### **TELLING US ABOUT A CLAIM**

**Notice of Claim:** We must be notified when You have a claim. The notice can be given to Us at Our Administrative Office or to Our agent. It must be received within 30 days of the date the covered loss starts, or as soon as reasonably possible. Include in the notice at least: Your name; the Policy Number (as shown in the Schedule); and an address to which the claim forms should be sent.

**Claim Forms:** When We get notice of claim We will send out the necessary forms to be used to file proof of loss.

The forms will tell You how to complete them and where to send them. Read them carefully. Answer all questions and send all required information to the address on the forms. This will assist Us in the evaluation of the claim so that We can determine the benefits for which You are eligible.

If You or Your Representative do not get the necessary claim forms from Us within 15 days, proof of loss can be filed without them by sending Us a letter which describes the occurrence, the character and the extent of the loss for which Your claim is made. That letter must be sent to Us at Our Administrative Office within the time period stated in the next paragraph.

**Proofs of Loss:** When this Policy provides for payment for continuing loss, written proof of the loss must be given to Us within 90 days after the end of each monthly period for which benefits may be payable. For any other loss, written proof must be given to Us within 90 days after such loss. If it was not reasonably possible to give Us written proof in the time required, We shall not reduce or deny a claim for being late if the proof is filed as soon as reasonably possible. Unless the claimant is not legally capable, the required proof must always be given to Us no later than 1 year from the time specified.

## OUR EVALUATION CRITERIA; AND THE CLAIMS PAYMENT PROCESS

**How We Evaluate Claims:** We will obtain information about You by working with You and Your personal physician. We will also consult with any Licensed Health Care Practitioners, agencies and other care providers You used. We will then review that information to determine eligibility for benefits. We reserve the right, as part of the review and at Our expense, to do an assessment or a physical examination of You. Similar reviews may be required, at reasonable intervals, to determine eligibility for continued benefits. We may use outside services to assist in evaluating Your condition.

On an on-going basis, We must receive updates to Your Plan of Care and Current Eligibility Certifications. We will also need a copy of Your Medicare Explanation(s) of Benefits (or similar form for other plans and programs subject to the Non-Duplication provision) to determine which expenses (if any) are excluded from coverage.

**Physical Examinations:** At Our expense, We have the right to require a medical examination when a claim is made and at reasonable intervals while continued benefits are being claimed.

**Time of Payment of Claim:** After We receive the proper written proof of loss, We will pay any benefits then due immediately; and at the end of each monthly period thereafter, when the loss is expected to result in on-going benefits.

**Payment of Claims:** Benefits will be paid to You. Any benefits unpaid at Your death may be paid to Your estate.

If benefits may be paid to Your estate, We may pay a portion of those benefits, up to \$1,000, directly to someone related to You by blood or marriage who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

**Assignment of Claims:** Subject to any written direction by You in the application or otherwise, all or a portion of any indemnities provided by this Policy on account of nursing services may, at Our option and unless You request otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the facility or person rendering such services; but, it is not required that the service be rendered by any particular facility or person.

## APPEALING A CLAIM DECISION

We will inform You in writing if a claim, or any part of a claim, is denied.

**Appeal Process:** If You believe that Our decision on a claim is in error You may appeal; and We will reconsider the claim. If You wish to make such an appeal, You must send Us a brief note (no special form needed) that tells Us why You feel We should change Our decision. You may authorize someone else to act for You in this appeal process.

The note should include the names, addresses and phone numbers of any providers You think We should contact to learn more about the health and the care received by the person on whose behalf the claim was made. This would include the physicians, health care professionals and other care providers who treated You; and the facilities from which You received care, treatment, services, equipment or other items.

We will provide You with a written explanation of the reasons for any claim denial and make available all information directly related to that denial within 60 days of the date of any written claims appeal. We will immediately pay any benefits due as a result of Our reconsideration.

**Dispute Resolution:** As described in the Consumer Participation Agreement, the Partnership monitors claims activity and will advise Us if it determines that We have denied a claim in error. If We continue to deny Your claim, the Partnership will notify You of Your right to request binding arbitration in accordance with its Rules of Arbitration then in effect. If You elect to arbitrate, the decision of the arbiter will be binding on both You and Us; and You waive the right to a lawsuit insofar as the particular claim is concerned.

**Legal Actions:** You cannot sue on any claim before 60 days after proof of claim has been given to Us as required by this Policy. You cannot sue after 3 years from the time the written proof of loss is required to be given.

## BASIC CONTRACT PROVISIONS

### THE CONTRACT

**Entire Contract; Changes:** The entire contract between You and Us is as stated in this Policy, Your application and any papers We attach. No change in this Policy will be effective until approved by one of Our officers. That approval must be noted on or attached to this Policy. No agent has the authority to change this Policy or waive any of its provisions.

### CONTESTING COVERAGE

**Incontestability; Time Limit on Certain Defenses:** We issued this Policy based on information We were provided. Any incorrect or omitted material information in Your application may cause this Policy to be rescinded (voided) or a claim to be denied.

**Misstatements in the Application:** If there has been a misrepresentation, We may rescind (void) this Policy or deny an otherwise valid claim:

- > During the first 6 months this Policy is in force, if the misrepresentation was material to the acceptance of You for coverage; and
- > While this Policy has been in force for at least 6 months but less than 2 years, if the misrepresentation is both: material to the acceptance of You for coverage; and pertains to the conditions for which benefits are sought.

After this Policy has been in force for 2 years it will not be contestable upon the grounds of misrepresentation alone; and may be contested only upon a showing that You knowingly and intentionally misrepresented relevant facts relating to Your health.

If We pay any benefits under this Policy, the benefit payments will not be recovered by Us in the event this Policy is rescinded.

**Pre-Existing Conditions:** Except as permitted above, We will not reduce or deny any claim under this Policy because of a sickness or physical or medical condition that existed before this Policy's Effective Date.

### OTHER PROVISIONS

**Misstatement of Age:** If Your age was misstated in the application for this Policy, We will pay the benefits that the premiums paid would have purchased at Your true age. If, based on that true age, this Policy would not have become effective, We will only be liable for the refund of all premiums paid for this Policy.

**Governing Jurisdiction; Conformity with Statutes:** The laws of the State of New York govern this Policy. Any provision of this Policy which is in conflict with the statutes of such state, is hereby changed to conform with the minimum requirements of those statutes.

**Time Periods:** All time periods begin and end at 12:01 a.m. at Your residence.

**Non-Participating; Dividends Not Payable:** This Policy does not participate in Our profits or surplus earnings; has no cash values; and will not pay dividends at any time.

**No Cash Values, Borrowing, or Use as Collateral:** This Policy does not provide for a cash surrender value, or other money that can be: borrowed; or paid, assigned or pledged as collateral for a loan.

## PREMIUM PROVISIONS

### PAYING PREMIUMS

**Due Dates:** The Premium Payment Mode shown in the Schedule states how often premiums are to be paid. After the First Premium, each premium is due at the end of the period for which the prior premium was paid.

**We have a limited right to change premiums.** Premiums will not change due to a change in Your age or health. Subject to approval of the New York State Insurance Department We can change premiums based on premium class; but only if We change them for all similar policies issued in the same state and on the same form as this Policy. Premium changes will only be made as of a Policy Anniversary Date. We will give You at least 45 days written notice before We change premiums.

**Currency:** All payment by or to Us will be in the lawful money of the United States of America. Any foreign exchange rate will be as determined by Us.

**Unpaid Premiums:** When a claim is paid, any premium due and unpaid will be deducted from the claim payment.

**Refund of Premiums Paid Beyond Your Death:** If the Policy terminates due to Your death, We will refund the pro rata portion of any premium paid for a period after Your death. The refund will be made within 30 days of Our receipt of written notice of Your death. It will be paid to Your estate.

**Limitations on the Refund of Premiums:** All refunds of premium or similar amounts under this Policy shall be applied as a reduction in future premiums or to increase future benefits. This does not apply to any refund on: Your death; a complete surrender of this Policy; or cancellation of this Policy.

### WHAT HAPPENS WHEN PREMIUMS ARE NOT PAID

**Grace Period and Unintentional Lapse Protection:** A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period this Policy shall continue in force before it lapses.

You have the right to designate someone else to receive notice of lapse or termination of this Policy for nonpayment of premium. Your Policy will not lapse or be terminated for nonpayment of premium unless We, at least 30 days before the effective date of the lapse or termination, have given notice to You and to those persons designated by You for the purposes of receiving notice of lapse or termination. Notice will be given by first class United States mail, postage prepaid; and notice may not be given until 30 days after a premium is due and unpaid. Notice shall be deemed to have been given as of five (5) days after the date of mailing.

Your application shows whom You have designated to receive these notices. At any time You can direct Us, in writing, to change Your designation and send the notices to someone else.

**Reinstatement:** This Policy will terminate if a renewal premium is not paid on time.

Later acceptance of all past due premiums by Us (or by an agent duly authorized by Us to accept such payment) without requiring an application for reinstatement will reinstate this Policy as of the date of premium acceptance.

If We or Our duly authorized agent require an application for reinstatement, and give You a conditional receipt for the premium, this Policy will be reinstated upon either: Our approval of the application; or, lacking such approval, the 45th day after the date of the conditional receipt, unless We give You prior written notice of Our disapproval of the application.

The reinstated policy will cover only expenses incurred as a result of covered losses that begin after the date of reinstatement. In all other respects Your rights and Our rights will remain the same; subject to any provisions noted on or attached to the policy as reinstated.

**Continuation for Lapse due to Alzheimer's Disease and Other Forms of Cognitive or Functional Impairment:** We will provide a retroactive continuation of coverage if:

- > This Policy terminates due to non-payment of premiums (lapse); and
- > Within 7 months after termination We are given proof that You met the Eligibility for the Payment of Benefits requirements of this Policy.

We must receive proof of Your impairment or incapacity and all past-due premiums within that 7-month period. Any benefits for which You qualified during the continuation period will be paid to the same extent they would have been paid if this Policy and its riders had remained in force from the date of termination.

SAMPLE

## **CONTINGENT NONFORFEITURE BENEFIT**

*This applies only if this Policy lapses after substantial cumulative premium increases.*

### **WHEN THIS BENEFIT APPLIES**

We will notify You prior to any change in premium rates for this Policy. Anytime the cumulative amount of all such premium increases equals or exceeds the Triggers Indicating a Substantial Premium Increase shown below We will:

- > Offer to reduce Your Policy benefits, without requiring additional underwriting, so that the required premium payments are not increased; and
- > Offer the option to convert Your coverage, without requiring additional underwriting, to a paid-up status with a shortened benefit period as described below. Such option may be elected at any time during the 120-day period following the due date of the premium increase; and
- > Notify the Policyholder that a default or lapse at any time during the 120-day period following the due date of the premium increase will be deemed to be the election of the option to convert coverage as described above.

### **THE SHORTENED BENEFIT PERIOD PLAN**

When coverage is converted to a shortened benefit period plan the Policy will continue automatically with a reduced Lifetime Maximum. It will have the same Benefits, Elimination Period and other payment limits that were in effect at the time of lapse or election to convert. These limits will not change thereafter. The amount of Your reduced Lifetime Maximum will be the greater of:

- > The maximum benefit amount applicable, at the time of default or lapse, under the Nursing Home Benefit for one month (30 days); or
- > 100% of the sum of all premiums actually paid and attributed to You for Your insurance under this Policy and any attached forms, including premiums paid prior to any change in benefits.

It will not be reduced by any benefits paid or payable for expenses incurred prior to the date of lapse.

### **PAYMENT LIMITATIONS**

The total amount payable under this Benefit and the Policy (while it was in force) is limited to the maximum amount that would have been paid if the Policy had remained in premium paying status.

### **TRIGGERS INDICATING A SUBSTANTIAL PREMIUM INCREASE**

Issue <u>Age</u>	Increase Over <u>Initial Premium</u>	Issue <u>Age</u>	Increase Over <u>Initial Premium</u>	Issue <u>Age</u>	Increase Over <u>Initial Premium</u>
Under 30	200%	66	48%	79	22%
30 - 34	190%	67	46%	80	20%
35 - 39	170%	68	44%	81	19%
40 - 44	150%	69	42%	82	18%
45 - 49	130%	70	40%	83	17%
50 - 54	110%	71	38%	84	16%
55 - 59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 & older	10%
65	50%	78	24%		

If this Policy has a Nonforfeiture Benefit, that Benefit will apply whenever this Policy lapses after having been in force for at least 3 years (even if there have been no premium increases).

**CAUTION:** In order to continue to qualify for asset protection under the Partnership, the benefits of Your Policy must be at least equal to the minimum required benefits in effect when You begin using benefits. Extended Medicaid protection provided under the Partnership is NOT available if Your Policy terminates due to lapse; and only the reduced benefits of this Rider are payable.

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**Please keep this Policy in a safe place with Your other important documents.**

## **NONFORFEITURE BENEFIT RIDER**

*This Rider adds the following Nonforfeiture Benefit to the Benefit Provisions of the Policy.*

### **NOTE ABOUT PARTNERSHIP MINIMUMS**

*This is an optional Benefit Rider that is not required for Your Policy to qualify under the Partnership. You have paid an additional premium for this option; and purchased coverage in excess of the minimum requirements.*

### **CAUTION**

**In order to qualify for asset protection under the Partnership, the benefits of Your Policy must be at least equal to the minimum required benefits in effect when You begin using benefits. Extended Medicaid protection provided under the Partnership is NOT available if Your Policy terminates due to lapse; and only the reduced benefits of this Rider are payable.**

## **NONFORFEITURE BENEFIT**

### **THE BENEFIT**

If the Policy terminates due to default in any premium payment (lapses) after the Policy has been in force for at least 3 years, the Policy will continue automatically with a reduced Lifetime Maximum. It will have the same Benefits, Elimination Period and other payment limits that were in effect at the time of lapse or election to convert. These limits will not change thereafter. The amount of Your reduced Lifetime Maximum will be the greater of:

- > The maximum benefit amount applicable, at the time of default or lapse, under the Nursing Home Benefit for one month (30 days); or
- > 100% of the sum of all premiums actually paid and attributed to You for Your insurance under the Policy and any attached forms, including premiums paid prior to any change in benefits.

It will not be reduced by any benefits paid or payable for expenses incurred prior to the date of lapse.

The Policy will then be in a paid up status; with no further premium payments being required.

### **PAYMENT LIMITATIONS**

The total amount We will pay under this Benefit and the Policy (while it was in force) is limited to the maximum amount that would have been paid if the Policy had remained in premium paying status.

### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date. It continues as long as: the Policy is in force; and the required premium has been paid on time.

**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

**New York Optional Rider for CLASSIC SELECT.**  
*For training use only. Not for public use or distribution.*  
**Features may differ based on issue State.**

SAMPLE

## **SURVIVORSHIP BENEFIT RIDER**

*This Rider adds the following Survivorship Benefit to the Benefit Provisions of the Policy.*

### **NOTE ABOUT PARTNERSHIP MINIMUMS**

*This is an optional Benefit Rider that is not required for Your Policy to qualify under the Partnership. You have paid an additional premium for this option; and purchased coverage in excess of the minimum requirements.*

## **SURVIVORSHIP BENEFIT**

### **THE BENEFIT**

If a couple have been insured under this Policy, or under separate policies issued by Us, for at least 10 years when one of them dies, no further premium payments will be required for this Policy if:

- > The survivor is insured under this Policy; and
- > Both persons continuously had long term care insurance coverage in force with Us, other than under a Nonforfeiture Benefit, on the date of the deceased person's death and for at least the prior 10 year period; and
- > Both persons were a couple with coverage that included a similar Survivorship Benefit for the entire period of concurrent coverage; and
- > No long term care benefits were paid or payable by Us for either person for the first 10 years of such concurrent Survivorship Benefit coverage; and
- > We receive due written proof of such death.

This waiver applies to the premium for the Policy and all attached riders in force on the date of such death.

As used above, the terms "long term care insurance coverage" and "long term care benefits" include the four different classifications for this Policy which are Home Care Insurance only; Nursing Home Insurance Only; Nursing Home and Home Care Insurance; and Long Term Care Insurance.

### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date. It continues as long as: the Policy is in force; and the required premium has been paid on time.

**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

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## **ENHANCED SURVIVORSHIP BENEFIT RIDER**

*This Rider adds the following Enhanced Survivorship Benefit to the Benefit Provisions of the Policy.*

### **NOTE ABOUT PARTNERSHIP MINIMUMS**

*This is an optional Benefit Rider that is not required for Your Policy to qualify under the Partnership You have paid an additional premium for this option; and purchased coverage in excess of the minimum requirements.*

### **ENHANCED SURVIVORSHIP BENEFIT**

#### **THE BENEFIT**

If a couple have been insured under this Policy, or under separate policies issued by Us, for at least 7 years when one of them dies, no further premium payments will be required for this Policy if:

- > The survivor is insured under this Policy; and
- > Both persons continuously had long term care insurance coverage in force with Us, other than under a Nonforfeiture Benefit, on the date of the deceased person's death and for at least the prior 7 year period; and
- > Both persons were a couple with coverage that included a similar Enhanced Survivorship Benefit for the entire period of concurrent coverage; and
- > We receive due written proof of such death.

This waiver applies to the premium for the Policy and all attached riders in force on the date of such death.

As used above, the terms "long term care insurance coverage" and "long term care benefits" include the four different classifications for this policy which are Home Care Insurance only; Nursing Home Insurance Only; Nursing Home and Home Care Insurance; and Long Term Care Insurance.

#### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date. It continues as long as: the Policy is in force; and the required premium has been paid on time.

**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

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## **MONTHLY BENEFITS RIDER**

*When Your Policy includes the Increased Home Care Benefits Rider, this Rider makes the payment of Benefits for ongoing care subject to a monthly rather than daily maximum.*

### **NOTE ABOUT PARTNERSHIP MINIMUMS**

*This is an optional Benefit Rider that is not required for Your Policy to qualify under the Partnership. You have paid an additional premium for this option; and purchased coverage in excess of the minimum requirements.*

### **REQUIREMENTS FOR THIS RIDER**

This Rider will apply only while the Policy to which it is attached also includes coverage under the Increased Home Care Benefits Rider.

### **BENEFITS CHANGED BY THIS RIDER**

This Rider applies to the payments made under the following Benefits:

- > The Home Care Benefit; and
- > The Nursing Home Benefit; and
- > The Assisted Living Care Facility Benefit; and
- > The Bed Reservation Benefit.

### **PAYMENT LIMITATIONS**

While this Rider is in force we will pay up to 31 times the Daily Maximum for all expenses covered under those Benefits changed by this Rider that are incurred during any one calendar month. This change shall be in lieu of the calendar day limits stated in the Policy Schedule. Payment is subject to the Elimination Period, the Lifetime Maximum and all other provisions and conditions of the Policy and those Benefits.

### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium for the Policy, this Rider and the Increased Home Care Benefits Rider. It takes effect on the Policy Effective Date. If You terminate the Increased Home Care Benefits Rider, this Rider will automatically terminate at the same time. Otherwise, it can be continued as long as: the Policy remains in force; and the required premium has been paid on time.

**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

**Signed for Genworth Life Insurance Company of New York.**

**New York Optional Rider for CLASSIC SELECT.  
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## **INCREASED HOME CARE BENEFITS RIDER**

*This Rider adds the following to the Benefit Provisions of the Policy to which it is attached.*

### **NOTE ABOUT PARTNERSHIP MINIMUMS**

*This is an optional Benefit Rider that is not required for Your Policy to qualify under the Partnership. You have paid an additional premium for this option; and purchased coverage in excess of the minimum requirements.*

### **RIDER OVERVIEW**

This Rider will increase the maximum amount payable for expenses covered under the Home Care and Assisted Living Care Benefits. This increased coverage will not count against the Lifetime Maximum of the Policy, thus providing greater protection against covered home care expenses without extending the length of time it will take for You to be eligible for the Extended Medicaid Coverage asset protection the Partnership makes available upon depletion of Policy benefits.

### **THE BENEFIT**

**Increased Home Care Daily Maximum:** The following changes apply to the amount payable under the Home Care and Assisted Care Facility Benefits of the Policy for expenses incurred while this Rider is in force:

- > The maximum amount payable under those Benefits will be increased to an amount equal to the Daily Maximum of the Policy; and
- > Any and all amounts paid under the provisions of this Rider will NOT be counted against the Lifetime Maximum of the Policy.

### **RIDER PROVISIONS**

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Policy Effective Date. It continues as long as: the Policy is in force; and the required premium has been paid on time.

**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this Rider will be waived when the Policy premium is waived.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

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## **WAIVER OF HOME CARE ELIMINATION PERIOD RIDER**

*This Rider: (1) waives the Elimination Period for the Home Care Benefit; (2) counts Home Care Benefit days toward satisfying the Elimination Period when a Plan of Care from a Privileged Care Coordinator is used; and (3) enhances the Waiver of Premium Benefit.*

### **NOTE ABOUT PARTNERSHIP MINIMUMS**

*This is an optional Benefit Rider that is not required for Your Policy to qualify under the Partnership. You have paid an additional premium for this option; and purchased coverage in excess of the minimum requirements.*

The following Benefits are added to the Policy. The Enhanced Waiver of Premium Benefit replaces the Waiver of Premium Benefit in the Policy.

### **BENEFIT REMOVING THE HOME CARE ELIMINATION PERIOD**

#### **THE BENEFIT**

The Elimination Period of the Policy is changed so that it:

- > Applies only to the Nursing Home Benefit and the Assisted Living Care Benefit; and
- > Does not apply to the Home Care Benefit; and
- > Can also be satisfied by days for which You receive payment under the Home Care Benefit in accordance with a Plan of Care from a Privileged Care Coordinator.

### **ENHANCED WAIVER OF PREMIUM BENEFIT**

#### **THE BENEFIT**

We will waive the premium payments for each coverage month that begins during a period for which benefits are paid or payable under either:

- > The Nursing Home Benefit or the Assisted Living Care Benefit (after satisfying the Elimination Period);
- > The Home Care Benefit in accordance with a Plan of Care developed by a Privileged Care Coordinator (for which no Elimination Period is required); or
- > The Home Care Benefit after satisfying a qualifying period which is equal to the number of days in the Elimination Period stated in the Schedule. In determining when the qualifying period has been satisfied we will count:
  - Days used to satisfy the Elimination Period that occur while You are confined in a Nursing Home or Assisted Care Facility; and
  - Days for which the Home Care Benefit is paid.

This waiver applies to the entire premium for this Policy and all attachments.

#### **PAYMENT LIMITATIONS**

This waiver stops when You cease to receive Covered Care during a period for which benefits are paid under the Nursing Home Benefit, the Assisted Living Care Benefit, or the Home Care Benefit. When the waiver stops, We will give credit for any premium paid for periods during which the waiver applied, against future premiums when due. You will then be required: to pay the remaining premiums due in accordance with the Policy's previous premium payment mode; and to continue to make future premium payments as they become due.

## RIDER PROVISIONS

**When this Rider is in Force:** This Rider has been issued based on Your application and payment of the required premium. It takes effect on the Effective date of the Policy. It may be continued as long as: the Policy is in force; and the required premium has been paid.

**Premium:** The Policy premium shown in the Schedule reflects the cost of this Rider. The same conditions that apply to changing premiums for the Policy apply to changing premiums for this Rider. The premium for this rider will be waived when the Policy premium is waived based on Your receipt of benefits.

This Rider forms a part of the Policy to which it is attached.

In all other respects the provisions and conditions of the Policy remain the same.

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