

# Genworth Life Insurance Company

Administrative Office: 3100 Albert Lankford Dr.  
Lynchburg, Virginia 24501-4948  
Phone 1-800-456-7766

## LONG TERM CARE INSURANCE OUTLINE OF COVERAGE - POLICY FORM 7044CT

Complete and Retain  
for Your Records

THIS POLICY DOES NOT QUALIFY FOR MEDICAID ASSET PROTECTION.

**FEDERAL TAX CONSEQUENCES.** 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.

**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 will be attached to Your issued Policy. If Your answers are incorrect or untrue, the company has 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 the company at this address: 3100 Albert Lankford Drive, Lynchburg, Virginia 24501-4948.

**NOTICE TO BUYER.** The Policy may not cover all costs associated with long term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.

**1. POLICY DESIGNATION.** This is an individual Policy of insurance to be issued in Connecticut.

**2. PURPOSE OF OUTLINE OF COVERAGE.** This outline of coverage provides a very brief description of the important features of the Policy. You should compare this outline of coverage to outlines of coverage for other policies available to You. This is not an insurance contract, but only a summary of coverage. Only the individual Policy contains governing contractual provisions. This means that the Policy sets forth in detail the rights and obligations of both You and the insurance company. Therefore, if You purchase this coverage, or any other coverage, it is important that You READ YOUR POLICY CAREFULLY.

### 3. TERMS UNDER WHICH THE POLICY OR CERTIFICATE MAY BE RETURNED AND PREMIUM REFUNDED.

**Unconditional 30 Day Free Look:** You have 30 days to return the policy to the company or the agent or office through which it was bought if You are not satisfied with it for any reason. All premiums paid will be returned within 30 days after return of the Policy or denial of the application.

**Unearned Premium Refunds:** The Policy provides for the refund of unearned premium in the event it terminates due to: death; or surrender or cancellation of the Policy.

**4. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company. Neither Genworth Life Insurance Company nor its agents represent Medicare, the federal government or any state government.

**5. LONG TERM CARE COVERAGE.** Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventative, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a Nursing Facility, in the community, or in the Home.

This Policy provides coverage in the form of reimbursement for covered long term care expenses. It is subject to Policy limitations, elimination periods, and other requirements.

### 6. BENEFITS PROVIDED BY THIS POLICY. COVERAGE SELECTION

Shared Coverage  Yes  No

**For Shared Coverage the same choices must be made by both Applicants**

Applicant(s) \_\_\_\_\_

Monthly Maximum \$ \_\_\_\_\_ \$ \_\_\_\_\_

Benefit Multiplier \_\_\_\_\_

Lifetime Maximum \_\_\_\_\_  
With Shared Benefits there is One Limit for both

Elimination Period \_\_\_\_\_ Days \_\_\_\_\_ Days

Nonforfeiture Benefit  Yes  No  Yes  No

Restoration of Benefits  Yes  No  Yes  No

Enhanced Survivorship  Yes  No  Yes  No

**Shared Coverage Provisions:** The following apply when a couple are insured under the same Policy:

- Separate and equal coverage: The Elimination Period and all other maximums and limits for each Benefit will apply separately to each Insured.
- Sharing the Lifetime Maximum: The Lifetime Maximum will be shared and will be exhausted by the combined benefit payments made on behalf of both Insureds.
- Dual Waiver of Premium: The Waiver of Premium Benefit will apply to all premiums, not just the premium attributed to the Insured who is receiving benefits.

There is a Limited Conversion Option available if Your relationship terminates due to divorce or final separation and Shared Coverage is no longer desired.

**BENEFIT ELIGIBILITY:** 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,

PRIVILEGED CHOICE

PRIVILEGED CHOICE

personal physicians and other Licensed Health Care Practitioners.

An *“Activity of Daily Living”* is one of the following: bathing (washing oneself); dressing (putting on and taking off clothes and assistive devices); eating (taking nourishment); continence (control of bowel and bladder functions); toileting (including performing associated personal hygiene tasks); and transferring (moving in and out of a bed, chair or wheelchair).

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 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 Hands-on Assistance or Standby Assistance.

*“Hands-on Assistance,”* is the physical assistance of another person without which You would be unable to perform the Activity of Daily Living.

*“Standby Assistance,”* 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. (This includes such tasks as: being ready to catch You should You fall while getting into or out of the bathtub or shower as part of Bathing; or being ready to remove food from Your throat should You choke while Eating.)

*“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
- Measured by clinical evidence and standardized tests that reliably measure impairment in the person’s: (a) short-term or long-term memory; (b) orientation as to people, places, or time; or (c) deductive or abstract reasoning.

*“Substantial Supervision”* is continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect a person who has Severe Cognitive Impairment 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: (1) the type, frequency and duration of all services required to meet those needs; (2) the providers appropriate to furnish those services; and (3) an estimate of the appropriate cost of such services, regardless of whether or not there is an actual charge for the service.

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

- Are Qualified Long Term Care Services; and
- Meet the requirements for payment in accordance with the Benefits, services, and all other provisions of this Policy; and
- Are received while Your insurance under this Policy is in force; and
- Are consistent with, and received pursuant to, Your Plan of Care as prescribed by a Licensed Health Care Practitioner.

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.

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

The *“Elimination Period”* is the number of days that You must receive Covered Care before benefits are payable under: the Nursing Facility Benefit; and the Assisted Care Facility Benefit. 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 You receive services covered under the Home Care Benefit in accordance with a Privileged Care Coordinator’s Plan of Care, even though benefits are payable for such services; and
- Days You receive Covered Care that is subject to the Elimination Period but is excluded from coverage as stated in the Non-Duplication provision described in Section 7 of this Outline.

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.

A *“Licensed Health Care Practitioner”* is any of the following who is not a family member: a physician, as defined in section 1861(r)(1) of the Social Security Act; a registered professional nurse; a licensed social worker; or any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

The *“Lifetime Maximum”* is the maximum amount of benefits the Policy will pay. This amount will increase over time in accordance with any Benefit Increases that apply. The Lifetime Maximum is

exhausted only when the total of all benefits paid equals the applicable Lifetime Maximum including any Benefit Increases.

The “*Monthly Maximum*” is the combined total amount We will pay for all expenses which are incurred in a calendar month and are covered by: the Nursing Facility Benefit; the Assisted Care Facility Benefit; and the Home Care Benefit. This amount will increase over time in accordance with any Benefit Increases that apply.

A “*Nurse*” is a licensed Registered Graduate Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN).

“*Qualified Long Term Care Services*” are 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.

**PRIVILEGED CARE COORDINATION SERVICES:** *This is an option You may choose to use when You become a Chronically Ill Individual.* These services are intended to help identify care needs and community resources available to deliver care. We will pay for the services described below when a Privileged Care Coordinator provides them to You while Your insurance is in force under this Policy. These payments will be at Our expense; and will NOT count against any payment maximum.

When You use these services, the Privileged Care Coordinator 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 care or service provider, You may request that the Privileged Care Coordinator identify other providers from which to choose.

**Additional Feature:** When Home Care is provided in accordance with a Plan of Care developed by a Privileged Care Coordinator:

- Home Care and Waiver of Premium Benefits do not have to satisfy the Elimination Period; and

We will count days for which Home Care Benefits are paid toward satisfying the Elimination Period.

Payment for these Privileged Care Coordination Services is not subject to, and cannot be used to satisfy, the Elimination Period.

**HOME CARE BENEFIT:** We will pay for expenses You incur for care and support services defined below that, other than Hospice Care, are received while You are living at Home and are provided by someone who normally does not reside in Your Home.

- **Nurse and Therapist Services:** These are health care services provided in Your Home 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.Providers of these services can be independent of, or affiliated with, a home health agency or homemaker home health aide agency.
  - **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 the 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 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 the 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 (has a life expectancy of 6 months or less to live as established by a physician). Hospice Care can be provided in Your Home, or in a separate facility that is licensed or certified to provide Hospice Care by the State in which it is located.

Payment of this Benefit is subject to: the Monthly Maximum; the Lifetime Maximum; and the Elimination Period requirements. No payment will be made under this Benefit for any period for which You are receiving Nursing Facility Benefits, Assisted Care Facility Benefits, or Bed Reservation Benefit. When You use a Privileged Care Coordinator's Plan of Care, We will both: pay this Home Care Benefit without an Elimination Period; and count days of Covered Care under this Benefit toward satisfying the Elimination Period.

**RESPITE CARE BENEFIT:** When You receive Respite Care We will pay benefits under the Nursing Facility Benefit, the Assisted Care Facility Benefit and the Home Care Benefit, without requiring You to satisfy the Elimination Period. Respite Care can be received in Your Home, or during a temporary stay in a Nursing Facility or Assisted Care Facility.

*"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 of this Benefit is subject to the Lifetime Maximum; and not more than the Monthly Maximum will be paid for all such expenses that are incurred during a Policy Year. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

**CAREGIVER TRAINING BENEFIT:** 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 Facility, 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 of this Benefit is subject to: a lifetime maximum equal to 20% of the Monthly Maximum; and the Lifetime Maximum of the Policy. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

**EQUIPMENT BENEFIT:** We will pay for expenses, including installation fees, labor and related costs, You incur for the purchase or rental of Supportive Equipment if:

- The equipment is intended to assist You in living at Home by reducing Your need for direct physical assistance; and
- Your Plan of Care states that it is expected that the equipment will enable You to remain at Home for at least 90 days after the date of purchase or first rental.

*"Supportive Equipment"* is items such as the following:

- Pumps and other devices for intravenous injection;
- Ramps to permit movement from one level of a residence to another;
- Grab bars to assist in toileting, bathing or showering; and
- Stair lifts for going between levels of Your Home.

Supportive Equipment does not include either:

- Equipment that will, other than incidentally, increase the value of the residence in which it is installed; or
- Artificial limbs, teeth, medical supplies, or equipment placed in Your body, temporarily or permanently.

Payment of this Benefit is subject to: a lifetime maximum equal to 2 times the Monthly Maximum; and the Lifetime Maximum of the Policy. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

**NURSING FACILITY 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 Facility 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 Facility. The expenses must be consistent with the level of charges normally made for other inpatients who are not on Medicaid and who are receiving similar care in that facility.

A *"Nursing Facility"* 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 Facility 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 Facility does NOT include any of the following: (a) a hospital or clinic; (b) a sub-acute care or rehabilitation hospital or unit; (c) a place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness; (d) an Assisted Care Facility; (e) 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); or (f) a substantially similar adult residence establishment or environment.

Payment of this Benefit is subject to: the Monthly Maximum; the Lifetime Maximum; and the Elimination Period.

**ASSISTED CARE FACILITY BENEFIT:** We will pay for expenses You incur for care and support services (including room and board, 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 inpatients who are not on Medicaid and who are receiving similar care in that facility.

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 3 (10 if located outside the State of Connecticut) resident inpatients 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 makes available 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) a hospital or clinic; (b) a Nursing Facility; (c) a sub-acute care or rehabilitation hospital or unit; (d) a place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness; (e) 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); or (f) 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 of this Benefit is subject to: the Monthly Maximum; the Lifetime Maximum; and the Elimination Period.

**BED RESERVATION BENEFIT:** We will continue to pay benefits, or give Elimination Period credit, under the Nursing Facility Benefit and the Assisted Care Facility Benefit while You:

- Are temporarily absent during a stay in a Nursing Facility or Assisted Care Facility; 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.

This Benefit is subject to the Lifetime Maximum; and will be payable for no more than 60 days per Policy Year.

**ALTERNATIVE CARE BENEFIT:** *(For expenses not otherwise covered. Prior approval by Us is required.)* 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).
- Equipment in Your Home that is not covered under the

Equipment Benefit.

- Rental or lease of emergency medical response devices.
- Other services designed to help You remain at Home.

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 Lifetime Maximum; and all other provisions and conditions of this Policy.

**WAIVER OF PREMIUM BENEFIT:** We will waive the premium payments for each coverage month that begins during a period for which benefits are paid or payable under: the Nursing Facility Benefit; the Assisted Care Facility Benefit; or the Home Care Benefit. This waiver applies to the entire premium for this Policy and all attachments.

This Benefit stops when You cease to receive Covered Care during any period for which benefits are paid under the Nursing Facility Benefit, the Assisted Care Facility 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 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.

**SURVIVORSHIP BENEFIT:** If a couple have been insured under this Policy, or 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 this Policy and all attached riders in force on the date of such death.

**CONTINGENT NONFORFEITURE BENEFIT:** If the Nonforfeiture Benefit does not apply, You will be given the right to reduce coverage or convert to a limited paid-up benefit only in the event of substantial cumulative premium increases. The amount of the reduced coverage available is the same as described below for the Optional Nonforfeiture Benefits.

**OPTIONAL NONFORFEITURE BENEFIT:** *This is an optional Benefit for which an additional premium is charged.* It provides continued coverage in the event the Policy terminates (lapses) due to a default in the payment of any premium after it has been in force for at least 3 years. If the lapse occurs while this Benefit

is in force, the Policy will be continued (without further premium payments) with a reduced Lifetime Payment Maximum. The amount of the continued reduced coverage will be the greater of: the maximum benefit amount applicable, at the time of lapse, under the Nursing Facility Benefit for one month (30 days); or the total of all premiums actually paid and attributed to You for Your insurance under the Policy and any attached riders. This amount will not be reduced by any benefits payable for expenses incurred prior to the lapse.

**OPTIONAL RESTORATION OF BENEFITS RIDER:** *This is an optional rider for which an additional premium is charged.* It will restore the Policy's Lifetime Maximum to the amount that would have applied if no benefits had been paid under the Policy. Except as limited below, this applies whenever a period of 180 consecutive days elapses during which no Insured required, or received, either:

- Substantial Assistance from another individual in performing at least two (2) Activities of Daily Living due to a loss of functional capacity; or
- Substantial Supervision due to Severe Cognitive Impairment.

This restoration will not apply when the Policy is in force under a Nonforfeiture Benefit. In addition, if the Policy originally covered 2 people who were both Insureds under the Policy on the date of death of one Insured, the restoration will operate to restore only that portion of the Lifetime Maximum that was actually used by the surviving Insured and was not previously restored.

**OPTIONAL ENHANCED SURVIVORSHIP BENEFIT RIDER:** *This is an optional rider for which an additional premium is charged.* It provides that, if a couple have been insured under this Policy, or 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 this Policy and all attached riders in force on the date of such death. It is in lieu of any Survivorship Benefit under the Policy.

## 7. LIMITATIONS AND EXCLUSIONS.

Pre-existing conditions are NOT excluded.

**Non-eligible Facilities/Providers:** A Nursing Facility, Assisted Care Facility, or Out-of-Country Nursing Facility is not covered unless it meets the applicable definition for such a facility.

Your "Home" is Your primary place of residence in an area used

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 Facility, or Assisted Care Facility.

**Non-eligible Levels of Care:** Coverage is not based on the specific level of care; but is for care furnished, for a specific covered reason, by or through the covered facilities and providers. Care from family members is not covered.

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

- Provided by a Family Member, unless: (1) the Family Member is a regular employee of the organization that is providing the services; and such organization receives payment for the services; and the Family Member receives no compensation other than the normal compensation for employees in her or his job category.
- Provided outside of the United States of America, its territories and possessions.
- Provided by or in a federal government facility, unless a valid charge is made for which You are obligated to pay.
- Resulting from war or act of war, whether declared or not.
- Resulting from attempted suicide or an intentionally self-inflicted injury.
- Resulting from 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:** Benefits will be paid only for expenses for Covered Care that are in excess of the amount paid or payable under Medicare (including amounts that would be reimbursable 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.

THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

## 8. RELATIONSHIP OF COST OF CARE AND BENEFITS.

Because the cost of long term care services will likely increase over time, You should consider whether and how the benefits of this plan may be adjusted. You may choose from two options at the time of application that will increase Your benefits. They will be available to pay for expenses incurred on or after the date of the increases and while this Policy is in force. These increases are not reduced by benefit payments. Benefit Increases cease when the Policy terminates.

*5% Equal Increases* means that on each Policy Anniversary Date

Your Monthly Maximum and Lifetime Maximum will each increase by 5% of their original respective amounts applicable on the Policy Effective Date.

*5% Full Compound Increases* means that on each Policy Anniversary Date Your Monthly Maximum and Lifetime Maximum will each increase by 5% of the prior years respective Monthly Maximum and Lifetime Maximum amounts.

If You do not purchase a Benefit Increases option, You will need to provide satisfactory evidence of insurability to later increase coverage. If You elect a Benefit Increase, premiums will be higher; but they will not increase due to a change in age or the automatic benefit increases.

At the end of this outline is a graphic comparison of the benefit levels of policies that increase benefits over the policy period with a policy that does not increase benefits. A similar graphic comparison illustrates premiums for those types of policies.

## 9. TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED.

**Renewability: This Policy is Guaranteed Renewable.** This means 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. We cannot change any of its terms on Our own. However, We may increase the premiums You pay only after approval by the Connecticut Insurance Department. We will provide You with 45 days prior notice of any change in premiums. We may also change the provisions of this Policy to conform to any state or federal law or regulation that applies to this Policy only after approval by the Connecticut Insurance Department.

**Waiver of Premium:** As stated in the Waiver of Premium Benefit, premiums will be waived for each coverage month that begins during a period for which benefits are paid or payable under: the Nursing Facility Benefit, the Assisted Care Facility Benefit; or the Home Care Benefit. There is no refund of unearned premiums paid for periods during which the waiver applies; but when this waiver stops, We will credit those payments against future premiums then due.

## Terms Under Which The Company May Change Premiums:

Premiums will not change due to a change in Your age or health. We have the right to change Your premium rates subject to the approval of the Connecticut Insurance Department. Any increase or decrease will only be made on a class basis. 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.

**Contingent Nonforfeiture:** As described in the Contingent Nonforfeiture Benefit, You will be given the right to reduce coverage or convert to a limited paid-up benefit in the event of substantial cumulative premium increases.

## 10. ALZHEIMER'S DISEASE AND OTHER BRAIN

**DISORDERS.** Once insurance goes into force, coverage is provided if You are clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses and meet the Benefit Eligibility requirements.

**11. PREMIUM.** The following shows the annual premium for: the base Policy and any chosen benefit options; Your premium payment mode; and the corresponding modal premium.

**Applicant(s)** \_\_\_\_\_

**Annual Premium**

Basic Policy with any Benefit Increases \$ \_\_\_\_\_ \$ \_\_\_\_\_

Optional Riders

Nonforfeiture Restoration of Benefits Rider \$ \_\_\_\_\_ \$ \_\_\_\_\_

Enhanced Survivorship \$ \_\_\_\_\_ \$ \_\_\_\_\_

Subtotal Before Discounts \$ \_\_\_\_\_ \$ \_\_\_\_\_

Anticipated Discounts \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Total Annual Payment Mode Premium** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Mode Factor x \_\_\_\_\_ (Factor from table below)

**Modal Premium** \$ \_\_\_\_\_ \$ \_\_\_\_\_

(Annual Payment Mode Premium x Factor)

**Annual Total of Modal Premiums** \$ \_\_\_\_\_ \$ \_\_\_\_\_

(Modal Premium times 1, 2, 4 or 12)

**Premium Payment Mode (Factor)**

Annual (1.0)  Semi-annual (.51)  Quarterly (.26)

Monthly (.09) - requires Electronic Funds Transfer

**How Long Premium Will Be Payable**

Lifetime  10 Years

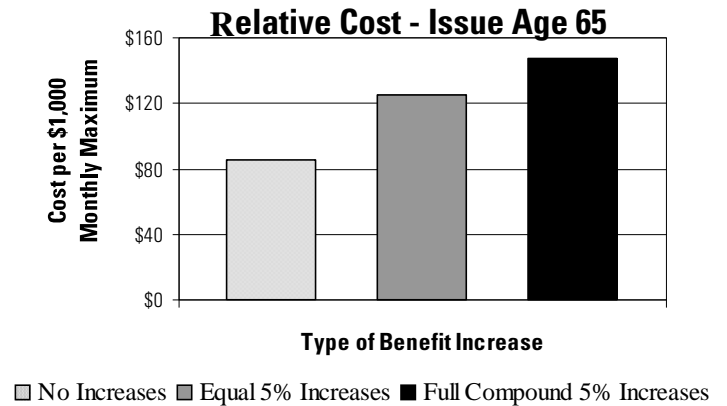
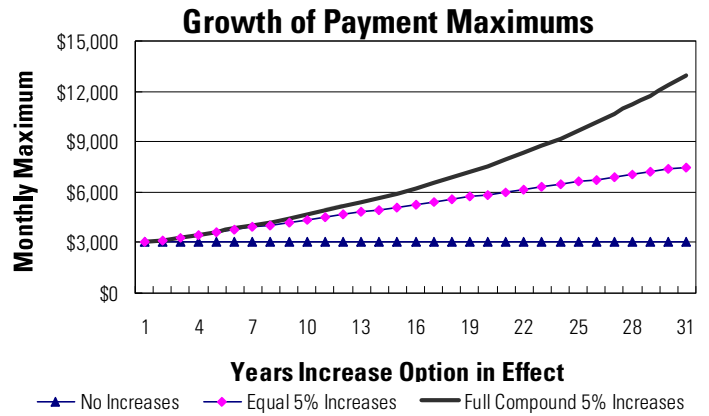
Until the Policy Anniversary coinciding with or next following the date You reach 65 years of age.

**12. ADDITIONAL FEATURES.** Applications are subject to medical underwriting; and are approved only if we are provided evidence of insurability which is satisfactory and acceptable to the company. Insurance is not available to those who are 85 years of age or older when applying.

**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 the Policy terminates due to nonpayment of premiums (lapse) and within 7 months after termination we are given proof that You met the Benefit Eligibility requirements. 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 the Policy and its riders had remained in force from the date of termination.

**For information about other long term care insurance, please call the State's CHOICES program at 1-800-994-9422.**



PRIVILEGED CHOICE

PRIVILEGED CHOICE

# Genworth Life Insurance Company

Administrative Office: 3100 Albert Lankford Drive  
Lynchburg, Virginia 24501  
Phone 1-800-456-7766

## LONG TERM CARE INSURANCE OUTLINE OF COVERAGE - POLICY FORM 7042CT

Complete and Retain  
for Your Records

THIS POLICY DOES NOT QUALIFY FOR MEDICAID ASSET PROTECTION.

**FEDERAL TAX CONSEQUENCES.** 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.

**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 will be attached to Your issued Policy. If Your answers are incorrect or untrue, the company has 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 the company at this address: 3100 Albert Lankford Drive, Lynchburg, Virginia 24501.

**NOTICE TO BUYER.** The Policy may not cover all costs associated with long term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.

**1. POLICY DESIGNATION.** This is an individual Policy of insurance to be issued in Connecticut.

**2. PURPOSE OF OUTLINE OF COVERAGE.** This outline of coverage provides a very brief description of the important features of the Policy. You should compare this outline of coverage to outlines of coverage for other policies available to You. This is not an insurance contract, but only a summary of coverage. Only the individual Policy contains governing contractual provisions. This means that the Policy sets forth in detail the rights and obligations of both You and the insurance company. Therefore, if You purchase this coverage, or any other coverage, it is important that You READ YOUR POLICY CAREFULLY.

### 3. TERMS UNDER WHICH THE POLICY OR CERTIFICATE MAY BE RETURNED AND PREMIUM REFUNDED.

**Unconditional 30 Day Free Look:** You have 30 days to return the policy to the company or to the agent or office through which it was bought, if You are not satisfied with it for any reason. All premiums paid will be returned within 30 days after return of the Policy or denial of the application.

**Unearned Premium Refunds:** The Policy provides for the refund of unearned premium in the event it terminates due to death; or surrender or cancellation of the Policy.

**4. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company. Neither Genworth Life Insurance Company nor its agents represent Medicare, the federal government or any state government.

**5. LONG TERM CARE COVERAGE.** Policies of this category are designed to provide coverage for one or more necessary or

medically necessary diagnostic, preventative, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a Nursing Facility, in the community, or in the Home.

This Policy provides coverage in the form of reimbursement for covered long term care expenses. It is subject to Policy limitations, elimination periods, and other requirements.

## 6. BENEFITS PROVIDED BY THIS POLICY.

### COVERAGE SELECTION

Shared Coverage  Yes  No

**For Shared Coverage the same choices must be made by both Applicants**

Applicant(s) \_\_\_\_\_

Daily Maximum \$ \_\_\_\_\_ \$ \_\_\_\_\_

Benefit Multiplier \_\_\_\_\_

Lifetime Maximum \_\_\_\_\_  
With Shared Benefits there is One Limit for both

Home Care Maximum Expressed as % of the Daily Maximum  
 100%  50%  100%  50%

Elimination Period \_\_\_\_\_ Days \_\_\_\_\_ Days

Benefit Increases  5% Compound  5% Compound  
 5% Equal  5% Equal  
 None  None

Nonforfeiture Benefit  Yes  No  Yes  No

Restoration of Benefits  Yes  No  Yes  No

Survivorship  Yes  No  Yes  No

Enhanced Survivorship  Yes  No  Yes  No

Monthly Benefits  Yes  No  Yes  No

Waiver of Home Care

Elimination Period  Yes  No  Yes  No

**Shared Coverage Provisions:** The following apply when a couple are insured under the same Policy:

- Separate and equal coverage: The Elimination Period and all other maximums and limits for each Benefit will apply separately to each Insured.
- Sharing the Lifetime Maximum: The Lifetime Maximum will be shared and will be exhausted by the combined benefit payments made on behalf of both Insureds.
- Dual Waiver of Premium: The Waiver of Premium Benefit will apply to all premiums, not just the premium attributed to the Insured who is receiving benefits.

There is a Limited Conversion Option available if Your relationship terminates due to divorce or final separation and Shared Coverage is no longer desired.

CLASSIC SELECT

CLASSIC SELECT

**BENEFIT ELIGIBILITY:** 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.

An *“Activity of Daily Living”* is one of the following: bathing (washing oneself); dressing (putting on and taking off clothes and assistive devices); eating (taking nourishment); continence (control of bowel and bladder functions); toileting (including performing associated personal hygiene tasks); and transferring (moving in and out of a bed, chair or wheelchair).

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 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 Hands-on Assistance or Standby Assistance.

*“Hands-on Assistance,”* is the physical assistance of another person without which You would be unable to perform the Activity of Daily Living.

*“Standby Assistance,”* 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. (This includes such tasks as: being ready to catch You should You fall while getting into or out of the bathtub or shower as part of Bathing; or being ready to remove food from Your throat should You choke while Eating.)

*“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
- Measured by clinical evidence and standardized tests that reliably measure impairment in the person’s: (a) short-term or long-term memory; (b) orientation as to people, places, or time; or (c) deductive or abstract reasoning.

*“Substantial Supervision”* is continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect a person who has Severe Cognitive Impairment 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: (1) the type, frequency and duration of all services required to meet those needs; (2) the providers appropriate to furnish those services; and (3) an estimate of the appropriate cost of such services, regardless of whether or not there is an actual charge for the service.

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

- Are Qualified Long Term Care Services; and
- Meet the requirements for payment in accordance with the Benefits, services, and all other provisions of this Policy; and
- Are received while Your insurance under this Policy is in force; and
- Are consistent with, and received pursuant to, Your Plan of Care as prescribed by a Licensed Health Care Practitioner.

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.

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

The *“Daily Maximum”* is the combined total amount We will pay for all expenses which are incurred on a calendar day and are covered by: the Nursing Facility Benefit; and the Assisted Care Facility Benefit. It is also used to determine limits for other Benefits. This amount will increase over time in accordance with any Benefit Increases that apply.

The *“Elimination Period”* is the number of days that You must receive Covered Care before benefits are payable under: the Nursing Facility Benefit; the Assisted Care Facility Benefit; and the Home Care Benefit. The Elimination Period can be satisfied by days for which payment would otherwise be made under those Benefits. It can also be satisfied by days You receive Covered Care that is subject to the Elimination Period but is excluded from coverage as stated in the Non-Duplication provision described in Section 7 of this Outline.

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.

A *“Licensed Health Care Practitioner”* is any of the following who is not a family member: a physician, as defined in section 1861(r)(1) of the Social Security Act; a registered professional nurse; a licensed social worker; or any other individual who

meets such requirements as may be prescribed by the Secretary of the Treasury.

The “*Lifetime Maximum*” is the maximum amount of benefits the Policy will pay. Except when Compound Increases apply, the Lifetime Maximum is exhausted when the total of all benefits paid equals the applicable Lifetime Maximum including any Benefit Increases. When Compound Increases apply, the Lifetime Maximum available reduces as benefits are paid; increases when a Benefit Increase applies; and is exhausted when there is no remaining amount available.

A “*Nurse*” is a licensed Registered Graduate Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN).

“*Qualified Long Term Care Services*” are 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.

**PRIVILEGED CARE COORDINATION SERVICES:** *This is an option You may choose to use when You become a Chronically Ill Individual.* These services are intended to help identify care needs and community resources available to deliver care. We will pay for the services described below when a Privileged Care Coordinator provides them to You while Your insurance is in force under this Policy. These payments will be at Our expense; and will NOT count against any payment maximum.

When You use these services, the Privileged Care Coordinator 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.

Payment for these Privileged Care Coordination Services is not subject to, and cannot be used to satisfy, the Elimination Period.

**HOME CARE BENEFIT:** We will pay for expenses You incur for care and support services defined below that, other than Hospice Care, are received while You are living at Home and are provided by someone who normally does not reside in Your Home.

- **Nurse and Therapist Services:** These are health care services provided in Your Home 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.Providers of these services can be independent of, or affiliated with, a home health agency or homemaker home health aide agency.
- **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 the 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 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 the 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 (has a life expectancy of 6 months or less to live as established by a physician). Hospice Care can be provided in Your Home, or in a separate facility that is licensed or certified to provide Hospice Care by the State in which it is located.

Payment of this Benefit is subject to: the Lifetime Maximum; the Elimination Period; and a calendar day maximum equal to Your Home Care Daily Maximum. No payment will be made under this Benefit for any period for which You are receiving Nursing Facility Benefits, Assisted Care Facility Benefits, or Bed Reservation Benefits.

**RESPIRE CARE BENEFIT:** When You receive Respite Care We will pay benefits under the Nursing Facility Benefit, the Assisted Care Facility Benefit and the Home Care Benefit, without requiring You to satisfy the Elimination Period. Respite Care can be received in Your Home, or during a temporary stay in a Nursing Facility or Assisted Care Facility.

*"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 of this Benefit is subject to the Lifetime Maximum; and this Benefit will be payable for no more than 21 days per Policy Year. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

**CAREGIVER TRAINING BENEFIT:** 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 Facility, 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 of this Benefit is subject to: a lifetime maximum equal to 5 times the Daily Maximum; and the Lifetime Maximum of the Policy. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

**EQUIPMENT BENEFIT:** We will pay for expenses, including installation fees, labor and related costs, You incur for the purchase or rental of Supportive Equipment if:

- The equipment is intended to assist You in living at Home by reducing Your need for direct physical assistance; and
- Your Plan of Care states that it is expected that the equipment will enable You to remain at Home for at least 90 days after the date of purchase or first rental.

*"Supportive Equipment"* is items such as the following:

- Pumps and other devices for intravenous injection;
- Ramps to permit movement from one level of a residence to another;
- Grab bars to assist in toileting, bathing or showering; and
- Stair lifts for going between levels of Your Home.

Supportive Equipment does not include either:

- Equipment that will, other than incidentally, increase the value of the residence in which it is installed; or
- Artificial limbs, teeth, medical supplies, or equipment placed in Your body, temporarily or permanently.

Payment of this Benefit is subject to: a lifetime maximum equal to 50 times the Daily Maximum; and the Lifetime Maximum of the Policy. Payment of this Benefit is not subject to, and days of Covered Care under it cannot be used to satisfy, the Elimination Period.

**NURSING FACILITY 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 Facility 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 Facility. The expenses must be consistent with the level of charges normally made for other inpatients who are not on Medicaid and who are receiving similar care in that facility.

A *"Nursing Facility"* 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 Facility 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 Facility does NOT include any of the following: (a) a hospital or clinic; (b) a sub-acute care or rehabilitation hospital or unit; (c) a place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness; (d) an Assisted Care Facility; (e) 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); or (f) a substantially similar adult residence establishment or environment.

Payment of this Benefit is subject to: the Daily Maximum; the Lifetime Maximum; and the Elimination Period.

**ASSISTED CARE FACILITY BENEFIT:** We will pay for expenses You incur for care and support services (including room and board, 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 inpatients who are not on Medicaid and who are receiving similar care in that facility.

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 3 (10 if located outside the State of Connecticut) resident inpatients 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 makes available 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) a hospital or clinic; (b) a Nursing Facility; (c) a sub-acute care or rehabilitation hospital or unit; (d) a place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness; (e) 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); or (f) 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 of this Benefit is subject to: the Daily Maximum; the Lifetime Maximum; and the Elimination Period.

**BED RESERVATION BENEFIT:** We will continue to pay benefits, or give Elimination Period credit, under the Nursing Facility Benefit and the Assisted Care Facility Benefit while You:

- Are temporarily absent during a stay in a Nursing Facility or Assisted Care Facility; 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.

This Benefit is subject to the Lifetime Maximum; and will be payable for no more than 30 days per Policy Year.

**ALTERNATIVE CARE BENEFIT:** *(For expenses not otherwise covered. Prior approval by Us is required.)* 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).
- Equipment in Your Home that is not covered under the Equipment Benefit.
- Rental or lease of emergency medical response devices.
- Other services designed to help You remain at Home.

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 Lifetime Maximum; and all other provisions and conditions of this Policy.

**WAIVER OF PREMIUM BENEFIT:** We will waive the premium payments for each coverage month that begins during a period for which benefits are paid or payable under: the Nursing Facility Benefit; the Assisted Care Facility Benefit; or the Home Care Benefit. This waiver applies to the entire premium for this Policy and all attachments.

This Benefit stops when You cease to receive Covered Care during any period for which benefits are paid under the Nursing Facility Benefit, the Assisted Care Facility 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 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.

**CONTINGENT NONFORFEITURE BENEFIT:** If the Nonforfeiture Benefit does not apply, You will be given the right to reduce coverage or convert to a limited paid-up benefit only in the event of substantial cumulative premium increases. The amount of the reduced coverage available is the same as described below for the Optional Nonforfeiture Benefits.

**OPTIONAL NONFORFEITURE BENEFIT:** *This is an optional Benefit for which an additional premium is charged.* It provides continued coverage in the event the Policy terminates (lapses) due to a default in the payment of any premium after it has been in force for at least 3 years. If the lapse occurs while this Benefit is in force, the Policy will be continued (without further premium payments) with a reduced Lifetime Maximum. The amount of the continued reduced coverage will be the greater of: the maximum benefit amount applicable, at the time of lapse, under the Nursing Facility Benefit for one month (30 days); or the total of all premiums actually paid and attributed to You for Your insurance under the Policy and any attached riders. This amount will not be reduced by any benefits payable for expenses incurred prior to the lapse.

**OPTIONAL RESTORATION OF BENEFITS RIDER:** *This is an optional rider for which an additional premium is charged.* It will restore the Policy's Lifetime Maximum to the amount that would have applied if no benefits had been paid under the Policy. Except as limited below, this applies whenever a period of 180 consecutive days elapses during which no Insured required, or received, either:

- Substantial Assistance from another individual in performing at least two (2) Activities of Daily Living due to a loss of functional capacity; or
- Substantial Supervision due to Severe Cognitive Impairment.

This restoration will not apply when the Policy is in force under a Nonforfeiture Benefit. In addition, if the Policy originally covered 2 people who were both Insureds under the Policy on the date of death of one Insured, the restoration will operate to restore only that portion of the Lifetime Maximum that was actually used by the surviving Insured and was not previously restored.

**OPTIONAL SURVIVORSHIP BENEFIT:** *This is an optional rider for which an additional premium is charged.* If a couple have been insured under this Policy, or 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 this Policy and all attached riders in force on the date of such death.

**OPTIONAL ENHANCED SURVIVORSHIP BENEFIT RIDER:**

*This is an optional rider for which an additional premium is charged.* It provides that, if a couple have been insured under this Policy, or 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 this Policy and all attached riders in force on the date of such death.

**OPTIONAL MONTHLY BENEFITS RIDER:** *This is an optional rider for which an additional premium is charged.* It is available only if Your Home Care Maximum is 100% of the Daily Maximum.

It provides that while this Rider is in force we will pay up to 30 times the Daily Maximum for all expenses that are incurred during a calendar month and are covered under: the Nursing Facility Benefit, the Assisted Care Facility Benefit; the Bed Reservation Benefit; and the Home Care Benefit.

**OPTIONAL WAIVER OF HOME CARE ELIMINATION PERIOD RIDER:** *This is an optional rider for which an additional premium is charged.* This Rider waives the Elimination Period for the Home Care Benefit. It also provides that, when a Plan of Care from a Privileged Care Coordinator is used: (1) Home Care Benefit days will count toward satisfying the Elimination Period; and (2) the Waiver of Premium Benefit will apply without requiring an Elimination Period.

**7. LIMITATIONS AND EXCLUSIONS.**

Pre-existing conditions are NOT excluded.

**Non-eligible Facilities/Providers:** A Nursing Facility, Assisted Care Facility, or Out-of-Country Nursing Facility is not covered unless it meets the applicable definition for such a facility.

Your "Home" is Your primary place of residence in an area used 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 Facility, or Assisted Care Facility.

**Non-eligible Levels of Care:** Coverage is not based on the specific level of care; but is for care furnished, for a specific covered reason, by or through the covered facilities and providers. Care from family members is not covered.

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

- Provided by a Family Member, unless: (1) the Family Member is a regular employee of the organization that is providing the services; and (2) such organization receives payment for the services; and (3) the Family Member receives no compensation other than the normal compensation for employees in her or his job category.
- Provided outside of the United States of America, its territories and possessions.
- Provided by or in a federal government facility, unless a valid charge is made for which You are obligated to pay.
- Resulting from war or act of war, whether declared or not.
- Resulting from attempted suicide or an intentionally self-inflicted injury.
- Resulting from 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:** Benefits will be paid only for expenses for Covered Care that are in excess of the amount paid or payable under Medicare (including amounts that would be reimbursable 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.

THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

## 8. RELATIONSHIP OF COST OF CARE AND BENEFITS.

Because the cost of long term care services will likely increase over time, You should consider whether and how the benefits of this plan may be adjusted. You may choose from two options at the time of application that will increase Your benefits. They 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.

*5% Equal Increases* means that on each Policy Anniversary Date Your Daily Maximum and Lifetime Maximum will each increase by 5% of their original respective amounts applicable on the Policy Effective Date.

*5% Compound Increases* means that 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.

If You do not purchase a Benefit Increases option, You will need to provide satisfactory evidence of insurability to later increase coverage. If You elect Benefit Increases, premiums will be higher; but they will not increase due to a change in age or the automatic benefit increases. At the end of this outline is a graphic comparison of the benefit levels of policies that increase benefits over the policy period with a policy that does not increase benefits. A similar graphic comparison illustrates premiums for those types of policies.

## 9. TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED.

**Renewability: This Policy is Guaranteed Renewable.** This means 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. We cannot change any of its terms on Our own. However, We may increase the premiums You pay only after approval by the Connecticut Insurance Department. We will provide You with 45 days prior notice of any change in premiums. We may also change the provisions of this Policy to conform to any state or federal law or regulation that applies to this Policy only after approval by the Connecticut Insurance Department.

**Waiver of Premium:** As stated in the Waiver of Premium Benefit, premiums will be waived for each coverage month that begins during a period for which benefits are paid or payable under: the Nursing Facility Benefit, the Assisted Care Facility Benefit; or the Home Care Benefit. There is no refund of unearned premiums paid for periods during which the waiver applies; but when this waiver stops, We will credit those payments against future premiums then due.

## Terms Under Which The Company May Change Premiums:

Premiums will not change due to a change in Your age or health. We have the right to change Your premium rates subject to the approval of the Connecticut Insurance Department. Any increase or decrease will only be made on a class basis. 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.

**Contingent Nonforfeiture:** As described in the Contingent Nonforfeiture Benefit, You will be given the right to reduce coverage or convert to a limited paid-up benefit in the event of substantial cumulative premium increases.

## 10. ALZHEIMER'S DISEASE AND OTHER BRAIN DISORDERS.

Once insurance goes into force, coverage is provided if You are clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses and meet the Benefit Eligibility requirements.

**11. PREMIUM.** The following shows the annual premium for: the base Policy and any chosen benefit options; Your premium payment mode; and the corresponding modal premium.

**Applicant(s)** \_\_\_\_\_

**Annual Premium**

Basic Policy with any Benefit Increases \$ \_\_\_\_\_ \$ \_\_\_\_\_

Optional Riders

Nonforfeiture \$ \_\_\_\_\_ \$ \_\_\_\_\_

Restoration of Benefits \$ \_\_\_\_\_ \$ \_\_\_\_\_

Survivorship Enhanced Survivorship \$ \_\_\_\_\_ \$ \_\_\_\_\_

Monthly Benefits \$ \_\_\_\_\_ \$ \_\_\_\_\_

Waiver of Home Care Elimination Period \$ \_\_\_\_\_ \$ \_\_\_\_\_

Subtotal Before Discounts \$ \_\_\_\_\_ \$ \_\_\_\_\_

Anticipated Discounts \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Total Annual Payment Mode Premium** \$ \_\_\_\_\_ \$ \_\_\_\_\_

Mode Factor x \_\_\_\_\_ (Factor from table below)

**Modal Premium** \$ \_\_\_\_\_ \$ \_\_\_\_\_

(Annual Payment Mode Premium x Factor)

**Annual Total of Modal Premiums** \$ \_\_\_\_\_ \$ \_\_\_\_\_

(Modal Premium times 1, 2, 4 or 12)

**Premium Payment Mode** (Factor)

Annual (1.0)  Semi-annual (.51)  Quarterly (.26)

Monthly (.09) - requires Electronic Funds Transfer

**How Long Premium Will Be Payable**

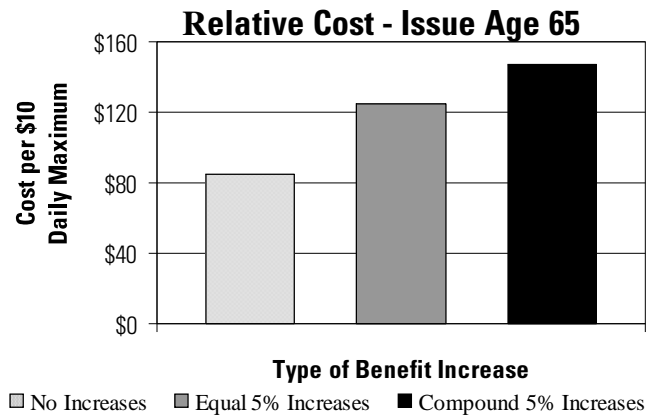
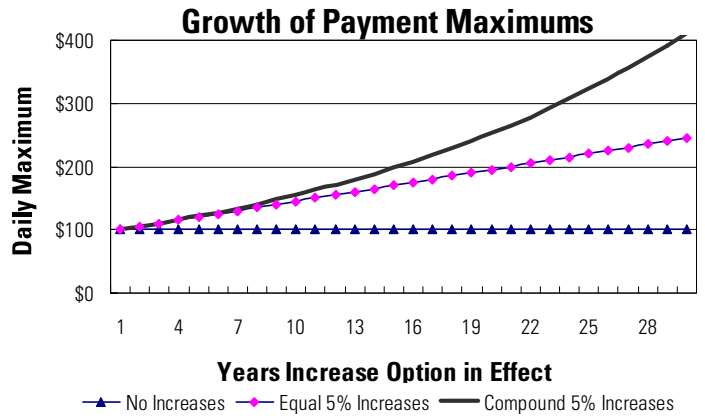
Lifetime  10 Years

Until the Policy Anniversary coinciding with or next following the date You reach 65 years of age.

**12. ADDITIONAL FEATURES.** Applications are subject to medical underwriting; and are approved only if we are provided evidence of insurability which is satisfactory and acceptable to the company. Insurance is not available to those who are 85 years of age or older when applying.

**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 the Policy terminates due to nonpayment of premiums (lapse) and within 7 months after termination we are given proof that You met the Benefit Eligibility requirements. 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 the Policy and its riders had remained in force from the date of termination.

**For information about other long term care insurance, please call the State's CHOICES program at 1-800-994-9422.**



CLASSIC SELECT

CLASSIC SELECT