

LifeSecure Insurance Company 10559 Citation Drive, Suite 300 Brighton, Michigan 48116 1-888-575-8246 www.yourlifesecure.com

# INDIVIDUAL LONG TERM CARE INSURANCE POLICY

Welcome! We thank You for choosing LifeSecure Insurance Company. Your Policy has many important features. Please read it carefully. We look forward to serving You today and in the future.

**LONG TERM CARE INSURANCE.** This is an individual long term care insurance policy that covers Nursing Home Care, Assisted Living Facility Care, Home Care, Hospice Care, and Adult Day Care.

**THIS IS A TAX-QUALIFIED CONTRACT.** 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. If future IRS rulings require a change to Your Policy, You will have the option of accepting the change or keeping Your Policy without the change as a non tax-qualified contract. You should seek the assistance of a tax professional when making tax related decisions about Your Policy, premiums You pay or benefits You receive.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare that is available from Us.

GUARANTEED RENEWABLE FOR LIFE. NT\*0.025 T-12(I)3(i/TT1 -1(t9k)-20( )1(t)-1)19(R)-5(E )-12(SU)-17(PPL()-6(b(

### SECTION 1: DESCRIPTION OF BENEFITS AND FEATURES

#### **Benefit Bank**

Your Schedule of Benefits shows the Benefit Bank You have selected. Your Benefit Bank represents the total dollar benefit amount available to You under this Policy. Your Benefit Bank is reduced by all benefit amounts paid to You whether based on reimbursement for Covered Expenses for Qualified Long Term Care Services and the Flexible Benefit or payments under the International Coverage Benefit.

# **Monthly Benefit**

Your Schedule of Benefits shows the Monthly Benefit You have selected. Your Monthly Benefit represents the dollar amount available to You on a monthly basis for the payment of eligible benefits.

If You are eligible for benefits for fewer than thirty-one (31) days in any one calendar month period, we will calculate the Monthly Benefit based on a pro rata amount reflecting the actual number of days You were eligible.

#### **Benefit Payout Structure**

This Policy will pay benefits for similar services obtained in a state other than Your Policy issue state if benefits for those services are payable in the state of issue. This is regardless of any facility licensing, certification or registration requirement (or similar requirements) differences between the states. For any benefits to be payable, all other requirements of this Policy must be met.

All benefits payable under this Policy must be pursuant to a written Plan of Care.

When You meet the Limitations or Conditions on Eligibility for Benefits provision We will reimburse You for Covered Expenses for Qualified Long Term Care Services, up to Your Monthly Benefit for each

# SECTION 2: BENEFITS ELIGIBILITY AND CLAIMS INFORMATION

# Limitations or Conditions on Eligibility for Benefits We will pay benefits described in this Policy when We



### **Claims Information**

### Notice of Claim

We recommend You tell Us immediately, or as soon as reasonably possible when You think You are eligible for benefits under this Policy. We urge You to notify Us even if You are unsure, and We can help You determine whether or not You are eligible for benefits.

Notice of Claim must be given to Us within 120 days from the date of loss or as soon as reasonably possible. You can notify Us by using the mailing address, phone number or e-mail address as follows:

LifeSecure Administrative Office ATTN: Claims Department P. O. Box 13490 Pensacola, FL 32591-3490 1.888.575.8246 E-mail: claims@YourLifeSecure.com

# SECTION 3: EXCLUSIONS AND LIMITATIONS

This Policy will not pay benefits for care, treatment, services or charges:

for a loss that occurs while this Policy is not in force;

for alcoholism or drug addiction (except for an addiction to a prescribed medication administered on the advice of a Physician);

due to declared or undeclared war or act of war;

due to participation in a felony, riot or insurrection or involvement in an illegal occupation;

due to suicide, attempted suicide or intentionally self-inflicted injury;

that are reimbursable under Medicare, or would be so reimbursable but for the application of a deductible or coinsurance amount;

that are reimbursable or provided under a governmental program (except Medicaid), any state

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SECTION 4: PREMIUM AND RENEWAL PROVISIONS



# **SECTION 5: GENERAL PROVISIONS**

**Coverage Effective Date** You will become covered under the Policy on the Policy Effective Date shown on Your Schedule of Benefits, subject to payment of the first required premium.

# **Coverage Termination Date**



If Your Policy has been in force for at least six (6) months, but less than two (2) years, We may rescind Your Policy or deny a claim due to a misrepresentation that is both material to the acceptance for

# SECTION 6: GLOSSARY

This Section provides the definitions of words and terms used in the Policy that have a special meaning when applied to Your coverage. To help You recognize these special words and terms, each word is capitalized wherever it appears throughout the Policy.

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

Each of the following functions is an Activity of Daily Living:

Bathing: Washing oneself by sponge bath, or 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.

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.

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).

Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

#### **Adult Day Care**

A state licensed or certified program providing social or health-related or both types of services provided during the day in a community group setting. The purpose of the program is to support frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home.

#### Adult Day Care Center

A facility that is licensed, registered or certified, if required by the state in which it operates, to provide Adult Day Care services. If a particular state refers to this type of facility under another name, or if a state does not license, register or certify such a facility, the facility must meet all of the following standards:

it provides Adult Day Care services for six (6) or more individuals in a protective setting and related supportive services that are designed to meet the needs of functionally or cognitively impaired adults through an individualized service plan;

it operates on less than a twenty-four (24) hour basis;

it keeps written record of services for each person; and

it has established procedures for obtaining appropriate aid in the event of a medical emergency.

#### Application

The written or electronic application form provided by Us and completed by You when You apply for coverage.

#### Assessment

An evaluation done by a Licensed Health Care Practitioner to determine or verify that You are Chronically III. The Assessment uses generally accepted tests and instruments that use objective measures and produce verifiable results.

# **Assisted Living Facility**

A facility that is licensed, registered or certified and engaged primarily in providing ongoing care and related services. If a particular state refers to this type of facility under another name, or if a state does not license, register or certify such a facility, the facility must meet all of the following standards: it provides services and care on a continuous twenty-four (24)

# Chronically III

You are Chronically III when You have been certified within the last twelve (12) months by a Licensed Health Care Practitioner as:

being unable to perform, without Substantial Assistance from another person, at least two Activities of Daily Living for a period that is expected to last at least ninety (90) days due to a loss of functional capacity; or

requiring Substantial Supervision to protect You from threats to health and safety due to a Severe Cognitive Impairment.

Substantial Assistance means either Hands-on Assistance or Standby Assistance.

**Hands-on Assistance** means the physical assistance (minimal, moderate, or maximal) of another person without which You would be unable to perform the Activities of Daily Living.

**Standby Assistance** means the presence of another person, within Your arm's reach, that is necessary to prevent by physical intervention Your injury while You are performing the Activities of Daily Living.

**Substantial Supervision** means continual supervision by another person that is necessary to protect You as a Severely Cognitively Impaired person from threats to Your health or safety (such as may result from wandering-8(ul)-9(t)-1(f)-13(r) -44.626 -1.181 Td1518 2(ou)4(H -1.157 Td [( ccn9165-9

#### **Immediate Family**

Your spouse or domestic partner and anyone who is related to You or Your spouse or domestic partner in the following manner (including adopted, in-law and step-relatives): parent, grandparent, child, grandchild, brother, sister, aunt, uncle, first cousin, nephew or niece.

#### Independent Provider

A home health aide, certified nursing assistant, Nurse, or physical, occupational, respiratory or speech therapist who is working independently and is not affiliated with a Home Care Agency or at-



#### **Monthly Benefit**

The dollar amount of benefits available to You on a monthly basis for the payment of eligible benefits. Your Schedule of Benefits shows the Monthly Benefit You have elected.

#### Nurse

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

Nurse does not include You or a member of Your Immediate Family.

#### **Nursing Home**

A facility or distinctly separate part of a hospital or other institution, even if referred to under another name, that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing nursing care to inpatients under a planned program supervised by a Physician. It also:

provides continuous twenty-four (24) hour nursing care by a Nurse under the supervision of a Registered Nurse (RN) or a Physician;

maintains a written daily medical record of each inpatient; and

provides nursing care at skilled, intermediate and custodial levels.

A Nursing Home is not:

Your Home; a hospital or clinic; a place which operates primarily for the treatment of alcoholism, drug addiction, or Mental Disorder; an Assisted Living Facility; an adult residential care home; or a domiciliary care facility;

If a particular state does not license or certify this type of facility, the facility must meet all of the other above criteria. If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as a Nursing Home only if it meets all of the above criteria, is authorized to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

#### Physician

A person who is legally qualified and licensed as a doctor of medicine or doctor of osteopathy by the state in which he or she performs such function or action.

Physician does not include You or a member of Your Immediate Family.

#### Plan of Care

A written individualized plan of services prescribed and approved by a LifeSecure Care Advisor or another Licensed Health Care Practitioner. The Plan of Care specifies Your long term care needs and the type, frequency, and providers of the services appropriate to meet those needs and the costs, if any, of those services.

The Plan of Care will be modified as required to reflect changes in Your functional or cognitive abilities, Your social situation or Your care service needs. We reserve the right to discuss the Plan of Care with the Licensed Health Care Practitioner to determine its appropriateness and consistency with generally accepted standards of care for a Chronically III person.

The Licensed Health Care Practitioner who approved Your Plan of Care may not: be You;



# **3% COMPOUND INFLATION BENEFIT RIDER**

#### PLEASE READ THIS RIDER CAREFULLY

This 3% Compound Inflation Benefit Rider (Rider) is made a part of Your Policy. The effective date and premium for this Rider are shown on the Schedule of Benefits. This Rider is subject to all the provisions of Your Policy unless modified herein.

#### **3% COMPOUND INFLATION BENEFIT**

We will automatically increase Your Monthly Benefit and Benefit Bank on each anniversary the Rider is in effect, even if You are receiving benefits. The dollar amount of Your current Monthly Benefit will increase each year by 3%. The remaining dollar amount of Your Benefit Bank will also increase each year by 3%. All increased amounts will be rounded to the nearest whole dollar.

The premium for this Rider will not change as a result of these annual 3% compound increases.

# **GENERAL PROVISIONS**

This Rider will terminate on the earliest of:

The date Your Policy continues under the terms of the Extension of Benefits provision of Your Policy; The date Your Policy continues under any contingent nonforfeiture benefit or nonforfeiture benefit;

The date You request in writing to cancel this Rider;



# 5% COMPOUND INFLATION BENEFIT RIDER

#### PLEASE READ THIS RIDER CAREFULLY

This 5% Compound Inflation Benefit Rider (Rider) is made a part of Your Policy. The effective date and premium for this Rider are shown on the Schedule of Benefits. This Rider is subject to all the provisions of Your Policy unless modified herein.

### 5% COMPOUND INFLATION BENEFIT

We will automatically increase Your Monthly Benefit and Benefit Bank on each anniversary the Rider is in effect, even if You are receiving benefits. The dollar amount of Your current Monthly Benefit will increase each year by 5%. The remaining dollar amount of Your Benefit Bank will also increase each year by 5%. All increased amounts will be rounded to the nearest whole dollar.

The premium for this Rider will not change as a result of these annual 5% compound increases.

# GENERAL PROVISIONS

This Rider will terminate on the earliest of:

xThe date Your Policy continues under the terms of the Extension of Benefits provision of Your Policy; xThe date Your Policy continues under any contingent nonforfeiture benefit or nonforfeiture benefit; xThe date You request in writing to cancel this Rider; or xThe date Your Policy terminates.

Signed for LifeSecure Insurance Company

President

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# DEATH OF YOUR COVERED PARTNER

In the event of Your Covered Partner's death, the remaining Benefit Bank under his or her Policy will be added to Your Benefit Bank. If You are receiving benefits under Your Covered Partner's Policy at the time of his or her death, You will continue to receive benefits according to the terms of that Policy until the Benefit Bank is exhausted. In the event of Your Covered Partner's death, the premium for Your Policy will no longer include the cost of this Rider.

#### WAIVER OF PREMIUM

If You are eligible for Waiver of Premium under the terms of Your Policy, We will waive the premium for this Rider. However, We will not waive the premium for this Rider if only Your Covered Partner is receiving benefits under Your Policy.

# SHARED CARE RIDER CANCELLATION

You may choose at any time to cancel Your Shared Care Benefit Rider and maintain Your Policy or discontinue both Your Policy and Shared Care Benefit Rider. Your Covered Partner has this same right.

If one Shared Care Benefit Rider is cancelled, the other Shared Care Benefit Rider is automatically cancelled.

#### **GENERAL PROVISIONS**

This Rider will terminate on the earliest of:

xThe date Your Policy continues under the terms of the Extension of Benefits provision;

xThe date Your Policy continues under any contingent nonforfeiture benefit or nonforfeiture benefit;

xThe date Your Covered Partner's Shared Care Rider terminates for any reason except exhaustion of the Benefit Bank;

xThe date Your Policy terminates;

xThe date Coverage for You and Your Covered Partner is not identical, except as allowed under the Exceptions to Eligibility Requirements provision; or

xThe date You request in writing to cancel this Rider.

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Signed for LifeSecure Insurance Company

President



# NONFORFEITURE BENEFIT RIDER

# PLEASE READ THIS RIDER CAREFULLY

This Nonforfeiture Benefit Rider (Rider) is made a part of Your Policy. The effective date and premium for this Rider are shown on the Schedule of Benefits. This Rider is subject to all the provisions of Your Policy unless modified herein.

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# GUARANTEED FUTURE PURCHASE OFFERS ENDORSEMENT

PLEASE READ THIS ENDORSEMENT CAREFULLY This Guaranteed Future Purchase Offers Endorsement (Endorsement)



65	50%	84	16%
66	48%	85	15%
67	46%	86	14%
68	44%		



# LIMITED PAYMENT OPTION CONTINGENT NONFORFEITURE BENEFIT ENDORSEMENT

# PLEASE READ THIS ENDORSEMENT CAREFULLY

This Limited Payment Option Contingent Nonforfeiture Benefit Endorsement (Endorsement) is made a part of Your Policy. The effective date of this Endorsement is the Policy issue date, which is the Policy Effective Date shown on the Schedule of Benefits. This Endorsement is subject to all the provisions of Your Policy unless modified herein.

# LIMITED PAYMENT OPTION CONTINGENT NONFORFEITURE BENEFIT

The Limited Payment Option Contingent Nonforfeiture Benefit is the opportunity to reduce Your coverage so that required premium payments are not increased or to convert Your Policy to a paid-up status if there is a substantial increase in Your premium. The offer to reduce Your coverage or to convert Your Policy to a paid-up status does not require additional underwriting.

The Limited Payment Option Contingent Nonforfeiture Benefit will apply to You if, and only if:

- x there is a substantial increase to Your premium; and
- х

No benefits will be paid in excess of the revised Monthly Benefit and Benefit Bank established by this Endorsement. Also, no benefits will be paid in excess of the Benefit Bank that would have been in effect if

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