

# 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.** You have the right, subject to the terms of this Policy, to continue this coverage as long as You pay the required premiums on time. We cannot change any of the terms of Your coverage or benefits without Your consent.

**PREMIUM CHANGES.** You cannot be singled out for a rate increase due to a change in Your age or health status. We can, however, change premiums, but only if We change the premiums for all similar policies issued in the same state and on the same form as Your Policy. Any premium changes will be effective on the next Premium Due Date following Our notice to You. We must give You at least sixty (60) days written notice before the effective date of a premium change. If we ever increase Your premium, You will have the option to reduce coverage in order to preserve the premium amount You had previously been paying.

**30-DAY FREE LOOK.** If for any reason You decide not to keep this Policy, notify Us or the agent/producer through whom it was purchased within thirty (30) days after You receive it. We will treat the Policy as though it had never been issued. We will refund the full amount of any premium paid within thirty (30) days of Your notification. The premium refund will be sent directly to the payer.

NOTICE TO BUYER: This Policy may not cover all of the costs associated with long term care incurred by You during the period of coverage. We advise You to carefully review all Policy limitations.

CAUTION: The issuance of this Policy is based upon Your responses to the questions on Your Application and medical information You have authorized Us to obtain. A copy of Your Application is attached to this Policy. If Your answers are incorrect or untrue, We have the right to deny benefits or rescind Your Policy. The best time to clear up any questions is now, before a claim arises. If, for any reason, any of Your answers are incorrect, contact Us.

This is a non-participating policy. LifeSecure is a stock company. Secretary President

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A copy of Your Application for this Policy Any appropriate Riders, Endorsements or Notices Schedule of Benefits Refer to the Schedule of Benefits to determine Your benefits, riders, endorsements and applicable coverage details. Enclosed Enclosed

Note: This Policy contains terms that have a special meaning when applied to Your coverage. To help You recognize these terms, each word is capitalized wherever it appears throughout the Policy. These terms either: 1) appear in Section 6 with a corresponding definition; and/or 2) appear in a heading or sub-heading within the Policy with accompanying text providing further explanation.

## 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.

## Covered Expenses

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 calendar month. Covered Expenses include services received in a Nursing Home, Assisted Living Facility, Adult Day Care Center, Hospice Care facility or through a Home Care Agency, or by an Independent Provider or at-Home Hospice Care provider.

#### Flexible Benefit

If You are eligible for benefits and You have incurred less than the full Monthly Benefit for Covered Expenses for Qualified Long Term Care Services for a given calendar month, up to 50% of Your remaining Monthly Benefit will be available to You as a Flexible Benefit. The Flexible Benefit is not restricted by the definition of Covered Expenses. It is designed to provide greater flexibility in the types of care or services You receive under this Policy, such as: care provided by an informal caregiver or Immediate Family member, training for an informal caregiver, installation of a wheelchair access ramp to Your Home, or rental of durable medical equipment for Your Home.

Expenses for large-scale home modifications or the purchase of durable medical equipment which exceed the available Flexible Benefit in a given month may be considered for reimbursement spread over a period of up to three months. Reimbursements which are spread beyond a single month are still limited by the Flexible Benefit amount available to You under this Policy.

Any benefit paid under the Flexible Benefit is subject to Our approval. Benefits payable under the Flexible Benefit cannot be assigned.

**Note**: The definitions of the terms Covered Expenses, Qualified Long Term Care Services and Flexible Benefit are especially important for You to understand. Together, these definitions clarify the various types of care, services and settings which are covered under this Policy. You will find the definitions of each of these terms in Section 6.

#### International Coverage Benefit

If You require care or services covered by this Policy while You are outside the United States, Canada or their territories or possessions, You will be eligible for the International Coverage Benefit. This Benefit is limited to a maximum of 365 days over the lifetime of Your Policy. The International Coverage Benefit will be paid on an indemnity basis, regardless of the actual expenses, as follows:

- 100% of the Monthly Benefit for care provided by an International Coverage Benefit Facility; or
- 50% of the Monthly Benefit for Maintenance or Personal Care Services provided in Your Home or a community based setting.

International Coverage Benefit Facility is an institution that:

- is a legally operated facility that provides services and care on a continuous twenty-four (24) hour basis to all of its residents;
- provides services and care in accordance with the authority granted by a license or similar accreditation acceptable to Us that has been issued by the governing body of the country in which the facility is located; and
- provides the level of care for which benefits would be payable while confined in a Nursing Home, Assisted Living Facility, or Hospice Care facility.

Payment for the International Coverage Benefit is subject to all the following:

- You have met the Limitations or Conditions on Eligibility for Benefits provision;
- all documentation is provided to Us in English at Your own expense. This includes but is not limited to Claim Forms, Proof of Loss and the Plan of Care;
- You are not receiving any other benefits under this Policy, including the Flexible Benefit, or any Riders made part of the Policy;
- benefits are payable in United States dollars only; and
- the service is not prohibited by United States sanctions. Such sanctions may be identified by the Office of Foreign Assets Control of the US Department of the Treasury (or its successor organization).

Benefits payable under the International Coverage Benefit cannot be assigned. The Waiver of Premium and Extension of Benefits provisions do not apply to the International Coverage Benefit.

If You exhaust the International Coverage Benefit, Your Policy will still continue in force, providing there are funds remaining in Your Benefit Bank.

All the terms of this Policy apply to the International Coverage Benefit unless modified by this International Coverage Benefit provision.

# LifeSecure Care Advisor Services

Services of a LifeSecure Care Advisor are available anytime Your Policy is in force. The services are optional and are provided at no cost to You.

A LifeSecure Care Advisor is available to:

- assist in identifying Your specific personal care needs and the long term care services in Your area which may appropriately meet those needs;
- assist in developing a Plan of Care that meets Your needs; and
- help You arrange for care or services.

# SECTION 2: BENEFITS ELIGIBILITY AND CLAIMS INFORMATION

## Limitations or Conditions on Eligibility for Benefits

We will pay benefits described in this Policy when We verify that You meet all of the following conditions:

- You are Chronically III and became so on or after the Policy Effective Date;
- You receive care or services covered under the Policy and provided pursuant to a written Plan of Care;
- coverage under this Policy is in force on the date(s) the care is received;
- You have satisfied the applicable Benefit Wait Period, as shown in Your Schedule of Benefits;
- You have not exhausted Your Benefit Bank or Your applicable Monthly Benefit; and
- You meet the additional Policy requirements for the specific Policy benefits You claim.

## Eligibility for the Payment of Benefits

To be eligible for any benefits provided under this Policy, You must be Chronically III. This means that 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.

If a Licensed Health Care Practitioner has certified that You are Chronically III and You are in a claim status, the certification may not be rescinded. Additional certifications may not be performed until after the expiration of the ninety (90) day period.

Benefits are subject to the Benefit Wait Period, provisions, exclusions, limitations and conditions of this Policy.

#### Benefits Availability and Payments

Once You have met the Benefit Wait Period, benefit payments will be made following receipt of Your claim requests, or receipt of invoices submitted by You or Your providers. All benefits payable by this Policy are pursuant to the written Plan of Care prepared for You.

All benefit amounts are always applied against the Monthly Benefit for the month when such expenses are incurred – not when the claim is actually paid by Us.

If You have not exhausted the Monthly Benefit in any given month, and You are not receiving the International Coverage Benefit, You may be eligible for the Flexible Benefit. The available Flexible Benefit amount is 50% of the remaining Monthly Benefit balance after all actual eligible Covered Expenses are determined for the given month.

# **Note**: If You do not incur any Covered Expenses during a given month, the available Flexible Benefit amount will be equal to 50% of Your Monthly Benefit.

Benefit amounts payable under the Flexible Benefit for care provided by an Immediate Family member or other informal care provider will be determined based on Usual and Customary charges for the geographic region where Your care is received. Such amounts payable will also be based on the skill level for the care or services required by You.

Unused Monthly Benefit amounts do not roll over or accumulate month to month; however, all un-used benefit amounts will remain in Your overall Benefit Bank balance.

# **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

# Claim Forms

Upon receipt of Your Notice of Claim, We will send a claim form to be used to file Proof of Loss. We will send claim forms within fifteen (15) days of Notice of Claim. If You do not receive the form within fifteen (15) days, Proof of Loss can be filed without the form by sending Us a written statement which describes the occurrence, the character and the extent of the loss for which Your claim is made. Your statement must be sent to Us within the time period stated in the Proof of Loss.

## Proof of Loss

Proof of Loss means written documentation acceptable to Us that describes and confirms You are Chronically III. We must receive Proof of Loss within ninety (90) days after the end of each month for which benefits may be paid. If it is not reasonably possible to give proof within such time, Your claim request will still be considered provided such proof is sent as soon as reasonably possible. Unless You are legally incapacitated, proof must be given no later than one year from the time specified.

After We receive the Proof of Loss, We will collect the information needed to determine Your eligibility for benefits. This information may include:

- contacting Your Physician or other care providers;
- reviewing Your medical records;
- arranging for an Assessment, which will be at no cost to You;
- arranging for a Plan of Care to be developed by a LifeSecure Care Advisor or another Licensed Health Care Practitioner

Future Assessments may also be required at reasonable intervals to determine Your continued eligibility for benefits.

## Time Payment of Claims

Once You have satisfied the applicable Benefit Wait Period and after We receive written Proof of Loss, We will pay benefits payable under this Policy as long as Your loss and Our liability continue.

Within thirty (30) days after We receive Notice of Claim and Proof of Loss, We will:

- pay the claim, if We have received all the necessary information and determine that the claim is payable; or
- send You a written notice acknowledging receipt of the claim or provide a status of Your claim.

If We do not pay the claim within thirty (30) days, We will send You a written notice:

- declining to pay all or part of the claim and the specific reason(s) for denial; or
- requesting additional information necessary to determine if all or any part of the claim is payable and what additional information is necessary.

Within thirty (30) days after We receive all of the requested additional information, We will:

- pay the claim; or
- decline to pay all or part of the claim and provide the specific reason(s) for denial.

# Payment of Claims

All benefits are payable in United States dollars only.

All benefits for Covered Expenses for Qualified Long Term Care Services will be payable to You unless You instruct Us to pay them to someone else. This notice of assignment must be sent to Us in writing or electronically. The assignment will be effective on the date You sign the notice, unless otherwise specified by You, subject to any payments made or actions taken by Us before We receive the notice. We do not assume any responsibility for the validity or effect of an assignment. Benefits payable under the Flexible Benefit or the International Coverage Benefit cannot be assigned.

Any benefits unpaid at Your death will be payable to Your Beneficiary of record or Your estate (if no Beneficiary has been designated). If benefits are payable to an estate or to an insured or Beneficiary who is a minor or otherwise not competent to give a valid release, We may pay a portion of those benefits, up to \$5,000, directly to someone related to You by blood or marriage who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

## Unpaid Premium

Any premium due and unpaid may be deducted from the claim payment.

#### How to Appeal a Claim

# This section is subject to the regulations of the state in which Your Policy was issued and that were in effect at the time it was issued.

#### Claims Appeal Process

If You disagree with Our decision regarding Your claim, You or Your Representative may appeal. Your appeal request must be submitted in writing or electronically within 120 days after You or Your Representative have received Our decision. Include the reason for the appeal and any documents You feel are pertinent to the situation. You are responsible for the expense of securing additional information, if applicable, for each instance of reconsideration. We will complete Our review of the appeal within thirty (30) days after We receive all the necessary information. We will send You and Your Representative written notice of the decision. If the decision is to pay the claim, We will pay it promptly. If the appeal is denied, We will state Our reasons and make information relating to the denial available to You.

## Independent Review

You have the right to an independent review if We deny Your appeal because You are not Chronically III. We will send You information about the independent review when We complete the Claims Appeal Process and notify You of Our decision. The information will include a list of state approved or certified Independent Review Organizations (IROs), if the state requires such approval or certification.

**Note**: An independent review is not available if Our denial of Your claim is for some reason other than because You are not Chronically III.

You or Your Representative may request, at no cost to You, an independent review. Such request must be made to Us in writing within 120 days after receipt of Our denial of Your appeal.

The IRO will review the information relevant to the denial of Your claim. The IRO will provide written notice to You and Us of its decision to uphold or reverse Our decision. The IRO's decision is final and binding on Us.

# 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 or federal workers' compensation, employer's liability or occupational disease law;
- provided outside the United States, Canada or their territories or possessions, except as provided under the International Coverage Benefit;
- for which no charge is made in the absence of insurance, except as provided under the Flexible Benefit; or
- provided by an Immediate Family member (except as provided under the Flexible Benefit), unless:
  - he or she is a regular employee of an organization which is providing the care, treatment or service;
  - he or she receives no compensation other than the normal compensation for employees in his or her job category; and
  - > the organization receives the payment for the care, treatment, service or charge.

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# SECTION 4: PREMIUM AND RENEWAL PROVISIONS

#### **Premium Payments**

Your first required premium amount is due on the Policy Effective Date. Your Policy Effective Date and premium information are shown on Your Schedule of Benefits.

To keep Your Policy in force after payment of the first required premium, You must pay each premium due before the end of the Grace Period.

#### **Grace Period**

Your Policy has a sixty-five (65) day Grace Period. If a premium other than the first required premium is not paid within thirty (30) days of the Premium Due Date, We will send a written notice to You explaining that You have missed a payment. If You have designated a person to be notified in case of lapse, We will also send the notice to that person. The notice will be sent to the addresses You provided to Us. You have thirty-five (35) additional days to pay the premium after We mail the notice. Your Policy will stay in effect during the Grace Period. During the Grace Period, We will also provide to You a written reminder of Your right to reduce Your coverage and premium. If We do not receive the premium before the end of the Grace Period, this Policy will terminate.

#### Protection Against Unintentional Lapse

You have the right, at the time of application, to designate at least one person, in addition to Yourself, who is to receive notice of lapse for non-payment of premium. You may change this designation at any time. To do so, You must notify Us in writing or electronically. We will remind You in writing or electronically every two years of this right to change Your designated person.

#### Waiver of Premium

We will waive the payment of premium beginning on the first day for which You receive benefits under this Policy, except for benefits paid under the International Coverage Benefit. We will automatically change Your premium payment mode to monthly and additional premiums will not be required of You while You are receiving benefits. When You are no longer receiving benefits, premiums payments will resume and must be paid by You as they become due. Premiums You paid prior to receiving approval for Waiver of Premium will be credited, on a pro rata basis, for periods in which Waiver of Premium is in effect. Any such credit will be applied to reduce future premiums that may become due.

#### **Refund of Unearned Premiums**

If You die while this Policy is in force, We will refund the pro rata part of any premiums paid for periods beyond Your death. Refund will be made within thirty (30) days of Our receipt of Your certified death certificate. The refund will be paid to Your Beneficiary of record or Your estate.

If You request to have Your Policy cancelled while it is in force, We will refund the pro rata part of any premiums paid for periods beyond the cancellation. Refund will be made to You within thirty (30) days of Our receipt of Your cancellation request.

In the event of an outstanding credit for waived premiums due to the Waiver of Premium provision, the refund will be paid upon the earlier of Your death or Your cancellation of the Policy. In the case of Your death, refund will be paid to Your Beneficiary of record or Your estate. In the case of Your cancellation, the refund will be paid to You.

#### Reinstatement

If Your coverage terminates due to non-payment of premium, You may apply for reinstatement within six (6) months of the termination by:

- paying all the required premium due from Your last Premium Due Date; and
- submitting an Application for reinstatement, if We require one.

If We do not require an Application for reinstatement and accept Your premium, this Policy will be reinstated as of the date We received the premium.

If We require an Application for reinstatement, We will not require any premium at that time. We have the right to require evidence of insurability, and You will be required to pay the costs of any records necessary to provide this evidence. If We approve the Application, this Policy will be reinstated as of the approval date. If We disapprove the Application, We will notify You in writing. If We do not notify You of Our disapproval, this Policy will be reinstated forty-five (45) days after We received the Application.

The Application for reinstatement will be contestable for two years from the date of reinstatement and subject to the standards described in the Incontestability provision. The reinstated Policy will only cover losses that occur after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted or attached to the reinstated Policy.

We reserve the right to charge interest up to 6% on the past due premiums.

#### **Added Protection Against Lapse**

If Your coverage terminates due to non-payment of premiums because You were Chronically III, We will reinstate Your coverage only if:

- We receive Your request for reinstatement within five months of the termination date;
- We receive a certification and Assessment from a Licensed Health Care Practitioner which demonstrates that You were Chronically III before the end of the Grace Period; and
- You pay all the required premium due from Your last Premium Due Date.

We reserve the right to charge interest up to 6% on the past due premiums.

# 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**

Your coverage terminates on the first to occur of:

- the date of Your death;
- the date coverage is cancelled pursuant to Your request;
- the date Your Benefit Bank is exhausted; or
- the last day of the Grace Period.

#### **Right to Reduce Coverage**

If You wish to lower Your premiums in the future, You have the right to reduce Your coverage by requesting a lesser Benefit Bank amount. To request a reduction in coverage, You must notify Us in writing or electronically. The premium for the reduced coverage will be based upon the age and rate class used to determine the premiums for the coverage currently in force. You may not reduce coverage below the minimum benefits offered by Us at the original time of issue.

#### **Change of Beneficiary**

You may change Your Beneficiary at any time by giving written or electronic notice to Us. The Beneficiary's consent is not required for the change, unless the designation of Beneficiary is irrevocable. The effective date of the Beneficiary change will be the date the notice of change is signed by You, unless otherwise specified by You, subject to any payments made or actions taken by Us prior to receipt of the notice.

#### **Extension of Benefits**

If Your Policy terminates due to non-payment of premium, We will recognize Your basis for a claim for Your confinement in a Nursing Home, Assisted Living Facility or Hospice Care facility, which began before the date Your Policy ended in the same manner as if Your Policy was in force. Extension of Benefits stops on the earlier of the date when You no longer meet the Limitations or Conditions on Eligibility for Benefits provision; the date You are no longer Confined in a Nursing Home, Assisted Living Facility or Hospice Care facility; the date Your Benefit Bank is exhausted; or the date You die.

The Extension of Benefits will not apply to the International Coverage Benefit.

#### **Entire Contract**

The entire contract consists of: the Policy, the Schedule of Benefits, any Riders or Endorsements to the Policy that are issued by Us, and Your Application.

#### **Contract Changes**

Any contract change made by Us must be signed by one of Our executive officers. No agent may modify or waive any of the terms of the contract. No change in the contract is effective until You accept the change in writing or electronically, with the following exceptions: a change in the premiums, a change which is required by law or regulation, or a change which does not reduce or eliminate benefits or coverage. These exceptions do not include an increase in benefits or coverage with a like increase in premium. Any change will be without prejudice to any claim incurred for benefits prior to the date of the change.

#### Incontestability

In issuing this Policy, We have relied upon information presented by You in Your Application. If Your Policy has been in force for less than six (6) months, We may rescind Your Policy or deny a claim due to a misrepresentation that is material to the acceptance for coverage.

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

We cannot rescind Your Policy for a claim commencing after Your Policy has been in force for two (2) years, or deny a claim due to misrepresentation alone, except in cases where We can show that You knowingly and intentionally misrepresented relevant facts relating to Your health.

#### **Misstatement of Age**

If Your age was misstated, benefits provided by this Policy will be those that the premium would have purchased at Your correct age as of the Policy Effective Date.

## **Conformity with Internal Revenue Code**

If on the Policy Effective Date, the Policy does not comply with the requirements of Section 7702B(b) of the Internal Revenue Code of 1986, it will be treated as if it had been changed to comply with those requirements. Because the Policy is guaranteed renewable, We will inform You in writing or electronically of any required change in the provisions of this Policy, and You will be given the choice of accepting the change, or retaining the Policy without that change.

# Conformity with the Interstate Insurance Product Regulation Commission (IIPRC) Standards

This Policy was approved under the authority of the Interstate Insurance Product Regulation Commission. It was issued under the IIPRC standards. Any provision of this Policy that, on the provision's effective date, is in conflict with the IIPRC standards for this product type is hereby amended to conform to the IIPRC standards for the provision's effective date.

## Time Periods

All time periods start and end at 12:01 a.m. in the time zone in which You reside.

## **Clerical Error**

Clerical error or delays in making entries on the records by Us or Our designees will not void Your coverage if Your coverage would otherwise have been in effect. Such clerical error will not cause You to become insured if You are otherwise not eligible. Such clerical error will also not extend Your coverage if Your coverage would otherwise have ended or been reduced as provided by the Policy. If a clerical error is found, premiums and benefits will be adjusted based on the true facts and the provisions of the Policy.

## Legal Actions

No action may be brought to recover under this Policy until sixty (60) days after Proof of Loss has been given to Us. No action can be brought more than three (3) years from the date written or electronic Proof of Loss was required to be given. If this provision is in conflict with the requirements of the issue state that were in force on Your Policy Effective Date, the issue state requirements will prevail.

# 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) hour basis sufficient to support the needs resulting from the inability to perform Activities of Daily Living or from a Severe Cognitive Impairment;
- it has trained and ready-to-respond personnel actively on duty in the facility at all times to provide the services and care;
- it makes and keeps records of all care and services provided to each resident;
- it provides at least three (3) meals a day and accommodates special dietary needs;
- it provides residential services and Maintenance or Personal Care Services for at least six (6) inpatients in one location;
- it has formal arrangements with a Physician or Nurse to furnish medical care in case of an emergency; and
- it has appropriate procedures to provide onsite assistance with prescription medications.

Assisted Living Facility also means a facility that is licensed as a specialized Alzheimer's unit in a state where such licensure exists.

An Assisted Living Facility is not:

- Your Home;
- a hospital or clinic;
- a place that operates primarily for the treatment of alcoholism, drug addiction or Mental Disorder,
- a Nursing Home;
- an individual residence; or
- an independent living unit.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as an Assisted Living Facility only if it is engaged primarily in providing care and services that meet all of the above criteria.

## Beneficiary

The person designated by You to receive benefits, if any are payable, under this Policy after Your death, or to receive premiums under the Refund of Unearned Premiums provision, if applicable.

# **Benefit Bank**

The overall maximum benefit amount payable under Your Policy. This amount decreases for benefits paid.

## **Benefit Wait Period**

The total number of days that You remain Chronically III before benefits are payable. The Benefit Wait Period begins on the first day that We verify You are Chronically III. Both the Benefit Wait Period and the first day You are Chronically III must begin on or after the Policy Effective Date. The Benefit Wait Period need only be met once during Your lifetime.

You do not have to be receiving Qualified Long Term Care Services in order to satisfy the Benefit Wait Period. Any day on which We verify that You are Chronically III will count toward the Benefit Wait Period.

# 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). This includes cueing by verbal prompting, gestures or other demonstrations. Supervision that is intermittent or periodic is not considered Substantial Supervision.

## **Confinement or Confined**

A period of time You are a resident in a Nursing Home, Assisted Living Facility or Hospice Care facility during which a room and board charge is made.

## **Covered Expenses**

Costs for Qualified Long Term Care Services received in a Nursing Home, Assisted Living Facility, Adult Day Care Center, Hospice Care facility, or through a Home Care Agency, or by an Independent Provider or at-Home Hospice Care provider.

Covered Expenses for Nursing Home care, Assisted Living Facility care or facility-based Hospice Care include expenses You incur for Qualified Long Term Care Services during Your confinement in a Nursing Home, Assisted Living Facility or Hospice Care facility for:

- room and board (including charges to reserve Your bed when You are absent for any reason except discharge);
- ancillary services;
- patient supplies provided by the Nursing Home, Assisted Living Facility or Hospice Care facility for care of its residents; and
- Hospice Care services.

Covered Expenses for Home Care Agency or Independent Provider care or at-Home Hospice Care include expenses You incur for Qualified Long Term Care Services provided to You by a Home Care Agency, an Independent Provider or at-Home Hospice Care provider for:

- Home Care Services;
- Maintenance or Personal Care Services; and
- Hospice Care Services.

Covered Expenses for any type of provider do not include the cost of drugs.

# **Flexible Benefit**

The benefit available to You if You meet the Limitations or Conditions on Eligibility for Benefits provision and have not depleted the full amount of Your Monthly Benefit for Covered Expenses for Qualified Long Term Care Services incurred in a given calendar month. This benefit is designed to address various forms of care, services and/or products which are recognized to effectively support or serve special needs of a Chronically III individual, but which are not formally defined within this Policy under the term Covered Expenses. Any benefit payable under the Flexible Benefit is subject to Our approval.

This benefit is further described in the Benefit Payout Structure provision and the Benefits Availability and Payments provision.

## Home

The place considered Your primary residence, including independent living quarters in a continuing care retirement community, or similar entity. Home does not include an institutional type-setting, such as, but not limited to: a Nursing Home; an Assisted Living Facility; an Adult Day Care Center; Hospice Care facility; a hospital or rehabilitation facility or hospital; or a facility for the treatment for alcoholism, alcohol abuse, drug addiction or Mental Disorder.

#### **Home Care Agency**

An entity that is regularly engaged in providing Home Care Services, or Maintenance or Personal Care Services for compensation and employs staff who are qualified by training or experienced to provide such care. Even if a particular state refers to this type of provider under another name, the entity must:

- be supervised by a qualified professional such as a Registered Nurse (RN), a licensed social worker, or a Physician;
- keep written clinical records and plan of care records on all patients for each date of service;
- provide ongoing supervision and training to its employees appropriate to the services to be provided; and
- have the appropriate state license or certification, where required, as a Home Care Agency, nurse registry, or other service provider as defined above.

## **Home Care Services**

The following services provided in Your Home:

- part-time or intermittent skilled services provided by licensed nursing personnel;
- physical therapy, respiratory therapy, occupational therapy, speech therapy, or medical or social services;
- home health aide or personal care attendant services, including assistance with or performance of personal hygiene, Activities of Daily Living, medication management or other related supportive services; and
- homemaker services, such as meal preparation, laundry, housekeeping, transportation and shopping when provided in conjunction with any other Home Care Services specified in this provision.

#### **Hospice Care**

Services designed to provide palliative care to someone diagnosed with a Terminal Illness in order to help alleviate that person's physical, emotional and spiritual discomforts during the last phases of life. Hospice Care can be provided in Your Home, or in a separate facility. The provider of Hospice Care services must be licensed or certified by the state in which it is located to provide Hospice Care. The Hospice Care provider does not include a hospital.

**Terminal Illness** means an illness or injury which a Physician certifies is expected to result in a person's death within six (6) months.

## **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-Home Hospice Care provider. Such person must be licensed, registered or certified to provide Home Care Services, Maintenance or Personal Care Services or Hospice Care services by the state in which he or she is providing the services. An Independent Provider does not include a member of Your Immediate Family.

# Licensed Health Care Practitioner

Any of the following:

- a Physician;
- a Registered Nurse;
- a licensed social worker; or
- any other individual who meets requirements prescribed by the United States Secretary of the Treasury.

A Licensed Health Care Practitioner may not

- be You;
- be a member of Your Immediate Family;
- have a financial interest in Your Plan of Care; or
- be in contract with or be an employee of any facility, agency, center or provider administering all or any part of Your Plan of Care.

# LifeSecure Care Advisor

A Licensed Health Care Practitioner designated by Us who is qualified by training and experience to assist in identifying and coordinating the overall care needs of a person who is Chronically III.

## LifeSecure Care Advisor Services

Services of a LifeSecure Care Advisor are available anytime Your Policy is in force. The services are optional and are provided at no cost to You. The advisor will work with You to identify Your specific care needs and establish a Plan of Care that meets those needs. The services may also include implementing and coordinating services provided by the Plan of Care and coordinating revisions to the Plan of Care as appropriate.

## Maintenance or Personal Care Services

Any care the primary purpose of which is the provision of needed assistance with helping You conduct Your Activities of Daily Living while You are Chronically III. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

## Medicaid

Title XIX of the Federal Social Security Act as amended.

## Medicare

Title XVIII of the Federal Social Security Act as amended.

## **Mental Disorder**

Any neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder, as classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. If the DSM is discontinued or replaced, the diagnostic manual in use by the American Psychiatric Association as of the date of Your illness will be used.

# **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;
- be a member of Your Immediate Family;

- have a financial interest in Your Plan of Care; or
- be in contract with or be an employee of any facility, agency, center or provider administering all or any part of Your Plan of Care.

# Policy

The contract between You and Us.

# Policy Effective Date

The date coverage under the Policy begins, subject to payment of the first required premium. The Policy Effective Date is shown on the Schedule of Benefits.

# Premium Due Date

Each date a premium is due, after the first required premium, in accordance with the terms of this Policy.

# **Qualified Long Term Care Services**

Necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services and Maintenance or Personal Care Services which are:

- required by a Chronically III individual; and
- provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

# Representative

A person or entity legally empowered to represent You.

## Severe Cognitive Impairment

A loss or deterioration in intellectual capacity, including Alzheimer's disease and similar forms of irreversible dementia, that is measured by clinical evidence and standardized tests as part of an evaluation that reliably measures impairment of Your:

- short-term or long-term memory;
- orientation as to people, places or time;
- deductive or abstract reasoning; and
- judgment as it relates to safety awareness.

The evaluation shall include utilizing cognitive tests with resulting scores consistent with a diagnosis of Severe Cognitive Impairment.

## Usual and Customary

Amounts customarily charged in a given geographic region for similar forms of care, services and/or products which are recognized to effectively support the long term care needs of a Chronically III individual, as recommended by a Licensed Health Care Practitioner.

## We, Us, Our

LifeSecure Insurance Company or the administrator it designates.

## You, Your, Yourself

The Policyholder named on the Schedule of Benefits.



# **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, or
- The date Your Policy terminates.

Signed for LifeSecure Insurance Company
President
I yany Dalbert



# **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:

- 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; or
- The date Your Policy terminates.

Signed for LifeSecure Insurance Company

President

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# MONEY BACK PROMISE BENEFIT RIDER

# PLEASE READ THIS RIDER CAREFULLY

This Money Back Promise 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.

# MONEY BACK PROMISE BENEFIT

We will refund a portion of the premiums You paid, less any benefits paid, when We receive a certified death certificate proving that Your death occurred while this Rider was in force. The refund amount will be according to the table below:

Years Since Rider Effective Date	Percentage of Premium Refunded
	(less any benefits paid)
Less than 5	0%
5-9	25%
10-14	50%
15 or more	75%

This benefit will be paid in one lump sum to Your Beneficiary of record. If there is no named or living Beneficiary on the date of Your death, the benefit will be paid to Your estate.

NOTE: The Money Back Promise Benefit is not payable if this Rider is in effect for less than five years.

## **GENERAL PROVISIONS**

This Rider will terminate on the earliest of:

- The date Your Policy continues under any contingent nonforfeiture benefit or nonforfeiture benefit;
- The date You request in writing to cancel this Rider; or
- The date Your Policy terminates.

Important Notice Regarding Federal Income Tax Law: Please note that the refund of premiums under this Rider may have federal income tax implications for Your estate or Beneficiary. You are advised to review the benefit provided by this Rider with a qualified tax professional or attorney to determine any such tax impact.

Signed for LifeSecure Insurance Company

President

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# SHARED CARE BENEFIT RIDER

# PLEASE READ THIS RIDER CAREFULLY

This Shared Care 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.

# DEFINITIONS

Covered Partner means the person named as Your spouse or domestic partner in the Application for Your Policy.

<u>Coverage</u> means the long term care insurance in effect under Your Policy or under Your Covered Partner's Policy. For purposes of this Rider, Coverage includes the Policy form, Benefit Bank, Monthly Benefit, Benefit Wait Period, Endorsement(s) and any other Rider(s) purchased.

# ELIGIBILITY REQUIREMENTS

In order to be eligible for the benefits provided by this Rider:

- coverage for both You and Your Covered Partner must be identical in all respects for the entire time both Policies are in effect until the time benefits become payable under this Rider; and
- both You and Your Covered Partner must have a Shared Care Benefit Rider.

# **EXCEPTIONS TO ELIGIBILITY REQUIREMENTS**

The requirement that the coverage for both You and Your Covered Partner be identical does not apply to:

- an increase in benefits due to Your acceptance of guaranteed future purchase offers at a time when Your Covered Partner is not eligible to receive such offers; or
- automatic inflation adjustments to Your or Your Covered Partner's Policy once benefit payments have begun.

## SHARED CARE BENEFIT

This Rider allows You and Your Covered Partner to share benefits. If Your Covered Partner exhausts his or her Benefit Bank, he or she will receive benefits under Your Policy. However, benefits payable to Your Covered Partner will not reduce Your Benefit Bank below an amount equal to 12 times (12x) Your Monthly Benefit immediately prior to your Covered Partner receiving Benefits under Your Policy. Once Your Benefit Bank is reduced to the minimum amount allowed, this Rider will terminate and no additional benefits will be available under Your Policy to Your Covered Partner.

The benefits available to Your Covered Partner under Your Policy will be in accordance with the applicable benefit amounts, terms and conditions in effect under Your Covered Partner's Policy immediately prior to its termination. In no event will the benefits received by Your Covered Partner under Your Policy exceed the Benefit Bank under his or her Policy immediately prior to its termination.

Both You and Your Covered Partner may receive benefits under Your Policy at the same time. If that happens, each of you will be eligible for the Monthly Benefit.

We will send You a written notice when Your Covered Partner begins to receive benefits under Your Policy.

## EFFECT ON YOUR BENEFIT BANK

**NOTE:** The Benefit Bank available to You under Your Policy will be reduced by the amount of benefits Your Covered Partner receives under Your Policy, if any. At the time Your Covered Partner begins to access Your benefits, You will no longer receive offers to increase Your coverage under the Guaranteed Future Purchase Offers Endorsement (if applicable).

# 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:

- The date Your Policy continues under the terms of the Extension of Benefits provision;
- The date Your Policy continues under any contingent nonforfeiture benefit or nonforfeiture benefit;
- The date Your Covered Partner's Shared Care Rider terminates for any reason except exhaustion of the Benefit Bank;
- The date Your Policy terminates;
- The date Coverage for You and Your Covered Partner is not identical, except as allowed under the Exceptions to Eligibility Requirements provision; or
- The date You request in writing to cancel this Rider.

Signed for LifeSecure Insurance Company

President

Ji yany Walbert



# 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.

## NONFORFEITURE BENEFIT

If Your Policy lapses due to non-payment of premium or Your written request to terminate Your Policy on or after the third anniversary of this Rider and before Your Benefit Bank has been exhausted, the Nonforfeiture Benefit will provide a paid-up continuation of Your Policy. This paid-up continuation will have a lesser Benefit Bank. The amount of Your revised Benefit Bank will be equal to the greater of:

- one hundred percent (100%) of the sum of all premiums You have paid, excluding any waived premiums; or
- one times (1x) Your Monthly Benefit in effect at the time of lapse.

The revised Benefit Bank will be reduced by the sum of all benefits previously paid to You. Your Monthly Benefit will remain at the dollar amount in effect at the time of lapse. We will continue to provide coverage, subject to all of the terms and conditions of the Policy in effect at the time of lapse.

No benefits will be paid in excess of the revised Benefit Bank established by this Rider. Also, no benefits will be paid in excess of the Benefit Bank that would have been in effect if You had continued to pay premiums as required.

The revised Benefit Bank established by this Rider may be subsequently adjusted only as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Your Policy approved by the Interstate Insurance Product Regulation Commission (IIPRC).

NOTE: The Nonforfeiture Benefit cannot be triggered until this Rider has been in effect for three full years.

# GENERAL PROVISIONS

This Rider will terminate on the earliest of:

- The date You request in writing to cancel this Rider; or
- The date Your Policy terminates.

Signed for LifeSecure Insurance Company

President

Ji yany Dalbert)



# **GUARANTEED FUTURE PURCHASE OFFERS ENDORSEMENT**

# PLEASE READ THIS ENDORSEMENT CAREFULLY

This Guaranteed Future Purchase Offers Endorsement (Endorsement) is made a part of Your Policy. The effective date of this Endorsement is shown on the Schedule of Benefits. This Endorsement is subject to all the provisions of Your Policy unless modified herein.

# **GUARANTEED FUTURE PURCHASE OFFERS**

Under the Guaranteed Future Purchase Offers, You will have the opportunity to increase Your Monthly Benefit and Benefit Bank every three years, subject to the conditions listed in this Endorsement.

Each offer to increase will be for 15% of the dollar amount of Your current Monthly Benefit and the remaining dollar amount of Your Benefit Bank. This offer will be made beginning on the third anniversary of this Endorsement and every three years thereafter. You may elect to increase Your coverage by the amount offered under this feature without submitting evidence of insurability. All increased amounts will be rounded to the nearest whole dollar.

The premium for the additional amount of coverage will be based on Your attained age. Your original rate class and Our premium rate schedule as of the date the benefit increase offer is made to You.

We will notify You in writing or electronically of the offer at least sixty (60) days prior to the Endorsement anniversary. You may accept or decline the offer within sixty (60) days after We send the notification. If We do not receive Your acceptance of Our offer within the sixty (60) days, We will deem this to be a declination of the offer. You may accept or decline ongoing offers to increase coverage each time an offer is made.

No offers will be made:

- during the Benefit Wait Period:
- if You meet the Limitations or Conditions on Eligibility for Benefits provision of Your Policy;
- if Your Policy is continuing in effect under:
  - the Extension of Benefits provision of Your Policy; or
  - a Contingent Nonforfeiture Benefit or Nonforfeiture Benefit;
- once You attain age 80;
- if Your Covered Partner is receiving benefits from Your Policy under the Shared Care Benefit Rider: or
- if Your Policy is terminated. •

If You recover so that You no longer meet the Limitations or Conditions on Eligibility for Benefits provision, You will again be eligible for Guaranteed Future Purchase Offers when they occur, subject to the above restrictions.

Signed for LifeSecure Insurance Company

President Signary Dalbert



# CONTINGENT NONFORFEITURE BENEFIT ENDORSEMENT

## PLEASE READ THIS ENDORSEMENT CAREFULLY

This 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.

# **CONTINGENT NONFORFEITURE BENEFIT**

The 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 premium increase. The offer to reduce Your coverage or to convert Your Policy to a paid-up status does not require additional underwriting.

The Contingent Nonforfeiture Benefit will apply to You if, and only if, there is a substantial increase to Your premium. If Your Policy lapses any time during the 120-day period following the new premium due date, this lapse shall be deemed to be the election of the offer to convert Your Policy to a paid-up status. The following schedule defines a substantial premium increase as a cumulative amount of all premium rate increases in comparison to your first required premium based on Your original issue age. The percentage increase is cumulative from the Endorsement effective date and does *not* represent a one-time increase.

Sub	stantial Premiur	n	Increase Sched	aule
Issue Ag <mark>e</mark>	Percentage Increase Over First Required Premium		Issue Age	Percentage Increase Over First Required Premium
29 and under	200%		72	36%
30 - 34	190%		73	34%
35 – 39	170%		74	32%
40 - 44	150%		75	30%
45 – 49	130%		76	28%
50 – 54	110%		77	26%
55 – 59	90%		78	24%
60	70%		79	22%
61	66%		80	20%
62	62%		81	19%
63	58%		82	18%
64	54%		83	17%

Substantial Premium Increase Schedule

65	50%	84	16%
66	48%	85	15%
67	46%	86	14%
68	44%	87	13%
69	42%	88	12%
70	40%	89	11%
71	38%	90 and older	10%

References to a premium increase in this Endorsement do not include any increase associated with Your voluntary election of additional or increased benefits or new Policy provisions. Also, if the cumulative premium increase is less than the percentage shown in the Schedule, the Contingent Nonforfeiture Benefit will not apply.

If there is a substantial increase in premium rates, You have the right to:

- reduce Your current level of coverage without evidence of insurability so that the required premium for Your coverage is not increased; or
- convert Your Policy to a paid-up status with a revised Benefit Bank. Under this conversion option, the amount of Your revised Benefit Bank will be equal to the greater of:
  - one hundred percent (100%) of the sum of all premiums You have paid, excluding any waived premiums; or
  - > one times (1x) Your Monthly Benefit in effect at the time of conversion.

The revised Benefit Bank will be reduced by the sum of all benefits previously paid to You. Your Monthly Benefit will remain at the dollar amount in effect at the time of conversion, restricted only by the amount of Your revised Benefit Bank.

If You convert Your Policy to the paid-up status in accordance with the provisions above, We will continue to provide coverage, subject to all of the terms and conditions of the Policy in effect at the time of conversion.

No benefits will be paid in excess of the revised 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 You had continued to pay premiums as required.

## **GENERAL PROVISIONS**

We will notify You in writing at least 60 days before the effective date of a premium increase. In addition, We will notify You that if Your Policy lapses any time during the 120-day period following the effective date of the premium increase, We will automatically convert Your coverage to a paid-up status.

This Endorsement will terminate on the date Your Policy terminates.

Signed for LifeSecure Insurance Company

President

Si yany Dalbert



# 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:

- there is a substantial increase to Your premium; and
- the number of months that premiums have been paid for Your Policy is equal to or greater than 40% of the number of months that premiums are payable.

If Your Policy lapses any time during the 120-day period following the new premium due date, this lapse shall be deemed to be the election of the offer to convert Your Policy to a paid-up status.

The following schedule defines a substantial premium increase as a cumulative amount of all premium rate increases in comparison to your first required premium based on Your original issue age. The percentage increase is cumulative from the Endorsement effective date and does *not* represent a one-time increase.

Issue Age	Percentage Increase
	Over First Required Premium
Under Age 65	50%
65-80	30%
Over Age 80	10%

## Substantial Premium Increase Schedule

References to a premium increase in this Endorsement do not include any increase associated with Your voluntary election of additional or increased benefits or new Policy provisions. Also, if the cumulative premium increase is less than the percentage shown in the Schedule, the Limited Payment Option Contingent Nonforfeiture Benefit will not apply.

The Limited Payment Option Contingent Nonforfeiture Benefit provides for the conversion of Your Policy to a paid-up status with a revised Monthly Benefit and Benefit Bank. Your revised Monthly Benefit and remaining Benefit Bank will be determined by multiplying the amounts prior to the reduction by 90% times the ratio of the number of months that premiums have been paid divided by the number of months that premiums are payable.

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 You had continued to pay premiums as required.

If You are eligible for the Limited Payment Option Contingent Nonforfeiture Benefit and another nonforfeiture benefit, You must choose between the two benefits.

## **GENERAL PROVISIONS**

We will notify You in writing at least 60 days before the effective date of a premium increase.

This Endorsement will terminate when Your Policy terminates.

Signed for LifeSecure Insurance Company

President