

The Prudential  
Insurance Company  
of America

Long-Term  
Care Insurance



Prudential Financial

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

The Prudential Insurance Company of America  
751 Broad Street, Newark, New Jersey 07102

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## Sponsored Long Term Care Insurance Policy

Your Sponsor chose Prudential's Long Term Care Insurance Policy to help address the financial impact of your future long-term care needs. This is your Policy.

**READ YOUR POLICY CAREFULLY.** Prudential will provide the coverage described in this Policy, subject to all stated terms, conditions, limitations and exclusions. Your coverage consists of this Policy, any optional Benefit Riders and any Amendatory Riders attached to it. Please refer to your Policy's Glossary for definition.

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY.** If you are eligible for Medicare, review the *Guide to Health Insurance for People with Medicare* that you received at the time of application.

**YOUR POLICY DOES NOT CONTAIN  
A PRE-EXISTING CONDITIONS LIMITATION.**

**Using Your Policy:** Call the Prudential Long Term Care Customer Service Center at 1-800-732-0416 for information concerning the claim process. You are encouraged to call Prudential before you begin using Long Term Care services so that you know in advance whether your benefits will be available. Either you or your representative may call.

Prudential  Financial

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# Prudential Financial

**CORPORATE ADDRESS:** The Prudential Insurance Company of America  
751 Broad Street, Newark NJ 07102-3777

**CONTACT ADDRESS:** The Prudential Long Term Care Customer Service Center  
P. O. Box 8519, Philadelphia, PA 19176

In your Policy, The Prudential Insurance Company of America is referred to as Prudential, we, our, or us. The insured is referred to as you, your, or yours.

Thank you for choosing a Prudential Long Term Care Insurance Policy. Your Policy is a contract between you and Prudential. The coverage begins as stated herein at 12:01 A. M., Standard Time, if the first full modal premium is paid.

**TAX STATUS:** Your 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 a change to this law, or other Federal regulation affecting the tax status of your coverage occurs, your Policy may be modified upon agreement between you and Prudential. Your Policy is also intended to qualify for purposes of the New York State Tax Law, Section 612(c)(31) and the City of New York Administrative Code Section 11-1712(c)(31).

**RENEWABILITY:** Your Policy is guaranteed renewable. It begins on the Original Effective Date shown in the **Schedule of Policy Benefits**. You can continue your Policy as long as the full modal premium is paid on time and the Lifetime Maximum has not been exhausted. Prudential cannot change the terms of your Policy on its own, except it may change the premiums. (See "Premiums" provisions.)

The Sponsor may end its sponsorship of Prudential's Long Term Care Insurance policy by giving at least [90] days written notice to Prudential. If this occurs, your Policy will remain in force, subject to the terms of the prior paragraph. Termination of sponsorship does not affect your rights and obligations under your Policy.

**IMPORTANT 30-DAY REVIEW:** You have 30 days from receipt of your Policy to review it. If you decide you do not want the Policy, you may return it, during these 30 days, to your Agent or to Prudential at the Contact Address shown above. Your Policy will be deemed void from its original Effective Date and any premium paid will be returned to you.

**CAUTION:** Your Policy was issued in consideration of your answers on your Application. Please review the copy of your Application that is enclosed. Write to us at the Contact Address shown above as soon as possible if, for any reason, your answers are incomplete, incorrect or untrue. If your answers are incomplete, incorrect or untrue, Prudential may have the right to deny benefits or void your Policy. The best time to clear up any questions is now, before a claim arises!

**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. You are advised to carefully review all Policy limitations.

  
Secretary

  
Chairman of the Board

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# YOUR LONG TERM CARE INSURANCE BENEFITS

This Policy provides benefits for Qualified Long Term Care Services. Benefit descriptions are stated below. Not all charges are covered. Please refer to the **Policy Exclusions** section.

The actual amount payable depends on the benefits you have chosen. Daily benefits, calendar year limits, lifetime benefits and the Lifetime Maximum are shown in the **Schedule of Policy Benefits**. These benefits are subject to change if you have elected optional inflation protection. Prudential will pay benefits for Eligible Charges up to the stated daily, monthly, calendar year and/or lifetime benefit that applies for the charges incurred, after all terms and conditions of coverage have been met. Limits on specific benefits are stated in the **Benefit Descriptions** section.

Please refer to **The Claims Process** provisions. Prudential will pay benefits if the conditions described in these provisions are met. Benefits for Eligible Charges are provided once the Elimination Period, if any, has been satisfied. All benefits are subject to the Elimination Period unless the **Benefit Descriptions** section states otherwise.

## BENEFIT DESCRIPTIONS

### FACILITY CARE

#### **NURSING HOME, ADULT FOSTER HOME OR BOARD AND CARE FACILITY, ASSISTED LIVING FACILITY, OR RESIDENTIAL HEALTH CARE FACILITY**

Your Policy provides benefits for Eligible Charges you receive as a resident of a Nursing Home, an Adult Foster Home or Board and Care Facility, Assisted Living Facility or Residential Health Care Facility up to the Facility Daily Benefit.

Benefits for these Eligible Charges, including room and board, will be paid up to your Facility Daily Benefit for each day you are a resident in one of the above listed facilities.

These benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

Benefits will not be paid for Facility Care and Home Care incurred on the same day.

#### **BED RESERVATION**

Your Policy provides benefits for Bed Reservation charges you incur if you are absent from the facility for any reason. Charges for Bed Reservation are Eligible Charges if:

- 1) The charge is a customary facility charge; and
- 2) You would be required to pay the charge in the absence of insurance.
- 3) The charge is incurred while you are receiving benefits for care in a Nursing Home, Adult Foster Home, Board and Care Facility, Assisted Living Facility or Residential Health Care Facility.

Benefits for these Eligible Charges will be paid up to the Facility Daily Benefit. This benefit is subject to the Bed Reservation

Calendar Year limit. See the **Schedule of Policy Benefits**.

Benefits will not be paid for Home Care for the same day on which a Bed Reservation benefit is paid.

Bed Reservation benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

## **HOSPICE CARE**

Your Policy provides benefits for Eligible Charges for Hospice Care. Benefits for these Eligible Charges will be paid up to the Facility Daily Benefit for each day you receive Hospice Care as a resident in a facility or in your Home.

Hospice Care benefits reduce your Lifetime Maximum but are not subject to the Elimination Period. Since Hospice Care is not subject to the Elimination Period, days in which those covered services are received do not count toward meeting your Elimination Period.

## **RESPIRE CARE**

Your Policy provides benefits for Eligible Charges for Respite Care. Respite Care can include care you receive as a resident of a Nursing Home, an Adult Foster Home or Board and Care Facility, Assisted Living Facility or Residential Health Care Facility or Home Health Care, Homemaker Services or Personal Care Services.

Benefits for these Eligible Charges will be paid up to the Facility Daily Benefit for each day you receive Respite Care. This benefit is subject to the Respite Care Calendar Year limit. See the **Schedule of Policy Benefits**.

Respite Care benefits reduce your Lifetime Maximum but are not subject to the Elimination Period. Since Respite Care is not subject to the Elimination Period, days in which those covered services are received do not count toward meeting your Elimination Period.

## **HOME CARE**

### **ADULT DAY CARE, HOME HEALTH CARE, HOMEMAKER SERVICES, AND PERSONAL CARE SERVICES**

Your Policy provides benefits for Eligible Charges you receive as Home Health Care, Homemaker Services or Personal Care Services, up to the Home Care Daily Benefit. Such services must be received from a Home Health Care Agency, Referral Agency, Nurse Registry, or provided by an Independent Health Care Professional. This Policy also provides coverage when you receive Adult Day Care.

These benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

Benefits for these Eligible Charges will be paid up to your Home

Care Daily Benefit for each day you receive Qualified Long Term Care Services.

Benefits will not be paid for Facility Care and Home Care incurred on the same day.

**CASH  
ALTERNATIVE  
BENEFIT**

Under this provision, at your option, your Policy will pay a monthly fixed benefit to you in lieu of reimbursement for Eligible Charges for Home Care as stated above.

The Cash Alternative Daily Benefit is payable for each day in the month in which you are Chronically Ill, after you satisfy the Elimination Period. The Cash Alternative Daily Benefit is subject to the following:

- 1) You must meet the Benefit Eligibility Criteria.
- 2) You can only elect this benefit on a monthly basis. This election is made on the claim form.
- 3) It is in lieu of any other Facility Care or Home Care benefits payable for that month.

These benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

**NOTICE:** Since the Cash Alternative Benefit is made without regard to costs incurred by you, part of the benefits could be considered taxable income. If the benefits paid under this provision are in excess of the per diem limit as prescribed by law, they could be considered taxable income. This per diem limit is indexed for inflation. You should consult with a tax advisor for more information concerning the tax implications.

## **ADDITIONAL POLICY FEATURES**

**HOME SUPPORT  
SERVICES**

Your Policy provides benefits for goods or services that help you remain independent in your Home and relate to your Qualified Long Term Care Service needs. These goods or services must be ordered by a Licensed Health Care Practitioner and be part of your Plan of Care. Eligible Charges are listed below.

**Assistive Devices or Technology** means adaptive tools, devices or technology that helps you function independently in your Home. Examples of such items include but are not limited to, specially adaptive eating and dressing utensils, a “Health Buddy” prompting device, “smart shoes” with GPS (global positioning system), or “Wander Mats.”

**Caregiver Training** means a training program provided by a Home Health Care Agency, Nursing Home, hospital or other similarly licensed medical facility meeting the standards of an

eligible program which provides instruction to Primary Informal Caregivers in basic care giving techniques which will allow you to remain in your Home. Such training is to help your Primary Informal Caregiver tend to your specific long term care needs. The Primary Informal Caregiver may be a relative or someone chosen by you, but in no event will we pay for training provided to someone who will be paid to care for you.

**Durable Medical Equipment** means reusable equipment you rent or purchase that is designed to be used in your Home to assist you in performing Activities of Daily Living. Examples include walkers, hospital-style beds, crutches and wheelchairs and those items routinely considered Durable Medical Equipment under the Medicare Program. Durable Medical Equipment does not include prescription drugs, athletic equipment, equipment placed in your body or items commonly found in a household.

**Emergency Medical Response System** means a communication system that is installed in your Home and used to call for assistance in the event of a medical emergency. It does not include a home security system or normal telephonic equipment or service.

**Home Modifications** means modifications to your Home that are primarily being made to improve your ability to perform Activities of Daily Living and to allow you to live safely and independently in your Home. Examples of Home Modifications include the following.

- 1) Installation of ramps for wheelchair access.
- 2) Installation of grab bars.
- 3) Widening doorways.
- 4) Other similar accessibility modifications.

Home Modifications do not include hot tubs, swimming pools, home repair or maintenance or other similar modifications. This benefit will not cover normal home modification that would only provide an incidental benefit to your being Chronically Ill.

**Transportation Services** means transportation provided by a licensed transportation carrier, which carries passengers for a fare, from your Home directly to a Provider for services included in your Plan of Care.

Benefits for Home Support Services are subject to the Home Support Services Lifetime Benefit. These benefits reduce your Lifetime Maximum but are not subject to the Elimination Period.

## **ALTERNATE PLAN OF CARE**

Your Policy provides coverage for a broad range of services including Facility and Home Care. Because there are new emerging trends in the delivery of long term care services,

Prudential will consider a claim for services designed to help you function independently in your home or for stays in facilities not otherwise covered by your Policy. Determination of Eligible Charges and your benefits will be based on the type of services received. Depending upon the nature of the services, either the Facility or Home Care Daily Benefit shall apply.

Eligible Charges must be for a service that meets the following requirements.

- 1) It must be considered a Qualified Long Term Care Service within the terms of Internal Revenue Code Section 7702B.
- 2) It must be clearly specified in your Plan of Care.
- 3) It must be agreed to by you, your Licensed Health Care Practitioner and Prudential as an appropriate alternative to services covered by your Policy. It must be either an appropriate alternative to services covered by your Policy or to supplement to services covered by your Policy. However, you may choose to stop the covered alternative services at any time and use other services covered by your Policy.

Alternate Plan of Care benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

## **INFORMATION SERVICES**

The following information resources are available for your use.

**Prudential Benefit & Resource Information Service** - Your Policy gives you access to information on long term care resources in your community. Prudential's Long Term Care Customer Service Center can help provide this information. You do not need to meet the Benefit Eligibility Criteria in order to use this service. Call 1-800-732-0416 for assistance.

Prudential Benefit & Resource Information Services are not subject to the Elimination Period and do not reduce your Lifetime Maximum.

**Private Care Consultant** – Your Policy provides benefits when you use a Private Care Consultant. You must first meet the Benefit Eligibility Criteria in order to use this benefit. Eligible Charges can include, but are not limited to, charges by a Private Care Consultant for the following types of services.

- 1) Advocacy for your care with respect to appropriate use of your own as well as community resources.
- 2) Development of your Plan of Care.
- 3) Arrangement for delivery of Qualified Long Term Care Services appropriate to your needs.

- 4) Counseling, support and education with respect to your long term care needs and resources.

Benefits for these Eligible Charges will be paid up to the Private Care Consultant Calendar Year Benefit.

Private Care Consultant benefits are not subject to the Elimination Period and will not reduce your Lifetime Maximum.

## **INTERNATIONAL COVERAGE**

Your Policy provides benefits for Qualified Long Term Care Services you receive outside the United States and its possessions as:

- 1) A resident in an Out-of-Country Nursing Home;
- 2) Home Health Care, Homemaker Services or Personal Care Services.

Benefits for these Eligible Charges you receive outside the United States and its possessions will be paid up to your International Coverage Facility Daily Benefit or International Coverage Home Care Daily Benefit, according to the services you use.

The Cash Alternative Benefit is not available for Home Health Care, Homemaker Services or Personal Care Services you receive outside the United States and its possessions.

Payment of International Coverage benefits is limited to 365 days during which Eligible Charges are incurred over the lifetime of the Policy. When the International Coverage benefits are exhausted, any Eligible Charges incurred for Qualified Long Term Care Services received inside the United States will be considered under your Policy.

These benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

**Coverage is provided for Nursing Home and Home Care benefits for Eligible Services rendered outside of the United States and its possessions.**

**There is no International Coverage benefit for Bed Reservation, Hospice Care, Respite Care, Home Support Services, Alternate Plan of Care or Private Care Consultant when provided or charges are incurred outside of the United States and its possessions.**

## **RESTORATION OF BENEFITS**

Your Lifetime Maximum can be restored to the amount that would be in effect if no claims had been paid under your Policy. All conditions stated below must be met.

- 1) You must be reassessed by a Licensed Health Care Practitioner so Prudential can verify you are no longer Chronically Ill.

- 2) That status must be continuous for at least six consecutive months from the date of the reassessment and confirmed by Prudential.
- 3) You do not receive nor claim benefits under your Policy, for six consecutive months, beginning with the date of Assessment.
- 4) Your Lifetime Maximum has not been exhausted.
- 5) Your Lifetime Maximum may only be restored once during your lifetime.
- 6) If you claim benefits at any time for the above six-month period, any amount of your Lifetime Maximum that has been restored will be null and void.

This benefit is not applicable if you have elected an unlimited (lifetime) Lifetime Maximum.

## **WAIVER OF PREMIUMS**

After you meet the Benefit Eligibility Criteria and satisfy any applicable Elimination Period, the premiums for your Policy will be waived.

Waiver of premiums is subject to these rules.

- 1) Waiver begins on the day following the date you satisfy your Elimination Period.
- 2) Waiver ends on the date you are no longer Chronically III.

If premiums for your Policy are paid in advance at the time of waiver, Prudential will refund the pro-rated portion of the advanced premium. Premiums will again become due as of the first day after the date you are no longer Chronically III.

Premiums will not be waived if you are only receiving Hospice Care, Respite Care, Home Support Services or Information Services.

## **LIFETIME MAXIMUM**

The Lifetime Maximum that you chose is indicated in your Schedule of Policy Benefits. This amount is determined from the length of time and the Facility Daily Benefit that you selected. The benefits paid under your Policy are deducted from this amount. If Eligible Charges are less than the applicable Daily Benefit you chose, only the amount of the benefit payment for the Eligible Charge is deducted from your Lifetime Maximum. The difference will extend the length of time your Lifetime Maximum will provide coverage. Benefit payments will not be less than the New York Required Benefits shown below.

Certain benefits in your Policy are required pursuant to New York regulations for Long Term Care Insurance. Your Policy provides coverage for all mandated benefits under current New York law on its Effective Date. It also provides additional benefits. With the exception of Private Care Consultant, all benefits paid under your

Policy will reduce your Lifetime Maximum.

**Please Note: You need to manage the use of your Policy benefits carefully if you wish to retain the minimum regulatory Lifetime Maximum. The required and additional benefits are outlined below:**

<b>New York Required Benefits</b>	<b>Your Policy Benefits – Mandated</b>	<b>Your Policy Benefits - Additional</b>
Nursing Home Care, Metropolitan area, \$100.00 per day	Facility Daily Benefit covers Nursing Home Care. Available options meet the New York required minimum benefit.	Facility Care also includes Adult Foster Home or Board and Care Facility, Assisted Living Facility and Residential Health Care Facility, Hospice Care, Respite Care and Bed Reservation
Nursing Home Care, outside the Metropolitan area, \$70.00 per day	Facility Daily Benefit covers Nursing Home Care. Available options meet the New York required minimum benefit.	Same as above.
Home Care, at 50% of the Facility Daily Benefit for Nursing Home Care	Home Care Benefit covers Home Health Care. Available options meet the New York required minimum benefit.	Home Care Benefit includes Homemaker Services, Personal Care Services and Adult Day Care
Not mandated		Home Support Services Alternate Plan of Care Prudential Benefit and Resource Information Service (no charge) Private Care Consultant. International Coverage Restoration of Benefits Waiver of Premium
Required Minimum Benefit Period: 24 Months or \$73,000 for the Metropolitan area and \$51,100 for outside the Metropolitan area	Required Minimum Benefit Periods. Available options exceed the New York required minimum benefit.	

The Metropolitan area is defined as the area within the corporate limits of the counties of Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Rockland, and Westchester.

## THE CLAIMS PROCESS

In accordance with the provisions below, this section describes what Prudential needs to determine if benefits are payable under your Policy. You must be Chronically Ill while Your Policy is in force. You must undergo an Assessment and be certified by a Licensed Health Care Practitioner as being Chronically Ill. A Licensed Health Care Practitioner must then develop a Plan of Care, consistent with the certification. Prudential must be provided with satisfactory proof of loss, including a completed claim form and other documentation. Once these requirements are met, Prudential will review your claim and determine whether benefits are payable.

### LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR PAYMENT OF BENEFITS

#### BENEFIT ELIGIBILITY CRITERIA

Before incurring Eligible Charges and submitting a claim, you must undergo an Assessment and be certified by a Licensed Health Care Practitioner as being Chronically Ill. Being Chronically Ill means meeting either definition below.

- 1) A loss of the ability to perform, without Substantial Assistance, at least two Activities of Daily Living due to a loss of functional capacity. This inability must be expected to continue for at least 90 consecutive days. This expectation is not a waiting period. Activities of Daily Living are Bathing, Continence, Dressing, Eating, Toileting and Transferring.
- 2) A severe Cognitive Impairment that requires Substantial Supervision to protect you from threats to health and safety.

A Plan of Care must then be developed by a Licensed Health Care Practitioner.

#### NOTICE OF CLAIM

If you think you are Chronically Ill and expect your condition to last at least 90 days, you should call the Prudential Customer Service Center at 1-800-732-0416. Either you or your representative may call. This notice should be given to Prudential within 20 days of the onset of being Chronically Ill, or as soon as reasonably possible. Notice may be given to The Prudential Insurance Company of America at its Long Term Care Customer Service Center. The notice should include your name and policy number. The address for the Customer Service Center appears on the first page of your Policy.

#### CERTIFICATION PROCESS

Prudential will arrange for an Assessment to determine if you are Chronically Ill. As part of the Assessment process, you will be interviewed. The Assessment will be based on objective standards of measurement. The Assessment must be made at a time when the chronic nature of the condition can be determined.

You must be certified by a Licensed Health Care Practitioner. After you are certified as being Chronically Ill, a Plan of Care

must be developed consistent with your needs. Prudential reserves the right to verify that all of the Benefit Eligibility Criteria have been satisfied and determine if you are eligible for benefits. You will be sent a written notice to confirm the date you become eligible. If you are not eligible, you will be sent a written notice explaining the reasons you are not eligible.

You can select your own Licensed Health Care Practitioner to certify that you are Chronically Ill. If you wish to do so, you should notify us when you call our Long Term Care Customer Service Center. Prudential will send you an Assessment form that your Licensed Health Care Practitioner must complete and return together with the Plan of Care to us prior to submitting proof of loss. Prudential must receive proof that a Licensed Health Care Practitioner has certified, in writing, that you are Chronically Ill. Prudential must receive such proof within 12 months of the certification date. The certification must occur on or after your Effective Date. Prudential reserves the right to verify that all of the Benefit Eligibility Criteria have been satisfied and determine if you are eligible for benefits.

## **CLAIM FORMS**

When Prudential is notified, you will be sent a claim form. It will be sent no later than 10 working days following the date of your notice. If you do not receive the claim form within this time, you may send us the documentation identified in the Proof of Loss section of your Policy.

## **PROOF OF LOSS**

For reimbursement of Eligible Charges, your Proof of Loss must include the Provider's bill, together with the completed claim form. Any bill must include all of the following.

- 1) The name of the person who received the service.
- 2) The name and address of the Provider who rendered the service.
- 3) The date(s) of service.
- 4) Each type of service rendered.
- 5) The charge for that service.

At your own expense, you must obtain and submit all required documentation to us in English.

If you are submitting Proof of Loss for the International Coverage benefit, you must also submit a copy of your passport, airline ticket or other proof acceptable to Prudential that you are outside the United States and its possessions..

A Provider's bill does not need to be submitted for a claim under the Cash Alternative Benefit. A copy of your assessment form if you arrange your own assessment and a copy of your Plan of Care satisfy the Proof of Loss provision for claims under the Cash

## Alternative Benefit Provision.

This proof of loss should be sent within 90 days of the date loss begins. Failure to furnish such proof within the time required will not invalidate or reduce any claim if both of the following apply.

- 1) It was not reasonably possible to furnish the proof within that time; and
- 2) Proof is furnished as soon as reasonably possible.

Except in the absence of legal capacity, the required proof must be given no later than one year from the time specified.

## **PHYSICAL EXAMINATION**

You may be required to have a physical examination to be eligible for benefits. Prudential may do this when and as often as is reasonable, while your claim is pending, at its own expense.

## **TIME OF CLAIM PAYMENT**

If the Cash Benefit Rider is a part of your Policy, please refer to that Rider for an explanation of the Time of Payment of Claims. That Rider modifies this provision.

Benefits are payable as soon as Prudential receives satisfactory proof of loss. An explanation of benefits notice that explains the resolution of your claim will be sent to you.

Benefits will be calculated in United States currency.

## **PAYMENT OF CLAIMS**

You can choose whether you want to receive the benefit payments or have them paid directly to the service Provider. Benefits paid under the Cash Alternative Benefit Provision and the Cash Benefit Rider will be paid directly to you. Benefits are paid immediately when Prudential receives satisfactory proof of loss. A benefit unpaid at your death will be paid to your estate except as otherwise required or authorized by law or judicial decree to be paid to another person or entity. Any payment made in good faith will fully release Prudential of its responsibility to the extent of the payment.

## **LATE PAYMENTS**

If benefits are not paid in a timely fashion, Prudential will pay interest on any such late claim payments in accordance with the laws then in effect.

## **REASSESSMENT**

You will be reassessed periodically to determine if you are still eligible for benefits. To comply with federal income tax requirements, you must be certified by a Licensed Health Care Practitioner at least once in a 12-month period. Prudential

reserves the right to verify that all of the Benefit Eligibility Criteria have been satisfied and determine if you continue to be eligible for benefits.

## **APPEALS**

You have the right to appeal decisions made about your eligibility for benefits or a claim.

If your claim or benefit is denied, Prudential will explain the procedure you must follow if you choose to appeal a claim decision.

Prudential will send you a written acknowledgement of your appeal within 10 days of receipt. If no additional information is required and the appeal is denied, the acknowledgment will include an explanation of the reasons for the denial. If additional information is required, we will explain what information is needed. If we do not receive the requested data within 21 days, we will notify you in writing. Within 30 days of the receipt of the required information, Prudential will notify you in writing of the decision concerning your claim.

The Appeals process does not in any way negate or reduce your rights under the Legal Actions provision.

If you believe this decision is unfair, you may contact the Prudential with your complaint. To contact the Prudential, write or call:

The Prudential Insurance Company of America  
Long Term Care Customer Service Center  
P.O. Box 8519  
Philadelphia, PA 19176

Phone: 800-732-0416

## **LEGAL ACTIONS**

No action at law or in equity can be brought against Prudential to recover benefits from this Policy until 60 days after the required proof of loss is furnished to Prudential. No such action shall be brought more than three years after the expiration of the period within which proof of loss is required to be furnished.

## **ELIMINATION PERIOD**

The Elimination Period must be satisfied once during your lifetime before benefits are paid. The number of calendar days for your Elimination Period is stated in the **Schedule of Policy Benefits**.

Prudential will begin to count days to satisfy your Elimination Period with the date you are certified by a Licensed Health Care Practitioner, within the last 12 months, as being Chronically Ill. Each day of the period you remain Chronically Ill will count toward the satisfaction of your Elimination Period.

If your period of being Chronically Ill ends before the Elimination Period is satisfied, the number of days that elapsed during that

time will be used to satisfy the lifetime Elimination Period for that number of days.

Since Hospice Care and Respite Care are not subject to the Elimination Period, days in which those covered services are received do not count toward meeting your Elimination Period.

We do not pay benefits during the Elimination Period.

## **POLICY EXCLUSIONS**

Your Policy is designed to provide benefits to pay for your Qualified Long Term Care Services. Your Policy does not provide benefits for any of the following.

- 1) Illness, treatment or medical conditions arising out of
  - a) War or an act of war, whether declared or undeclared, while you are insured; or
  - b) Your participation in a felony, riot or insurrection; or
  - c) Alcoholism and drug addiction.
- 2) Treatment provided in a government facility, unless payment of the charge is required by law or services provided by any law or governmental plan under which you are covered. This does not apply to a state plan under Medicaid or to any law or plan when, by law, its benefits are excess to those of any private insurance program or other non-governmental program.
- 3) Charges for services or supplies for which no charge would be made in the absence of insurance.
- 4) Charges for care or treatment provided outside the United States and its possessions except as described in the International Coverage benefit.

## **NON-DUPLICATION OF MEDICARE BENEFITS**

Benefits under your Policy are not payable for expenses for Qualified Long Term Care Services to the extent that:

- 1) Such expenses are reimbursed under Medicare; or
- 2) Such expenses would be reimbursed under Medicare but for the application of a deductible or coinsurance amount.

This provision does not apply if following situations apply.

- 1) Such expenses are reimbursed by Medicare as a secondary payer.
- 2) Claim is under the Cash Alternative Benefit, Cash Benefit Rider or Flexible Cash Benefit Rider, if any.

# PREMIUMS

## PREMIUM PAYMENT OPTIONS

The Premium Payment Option that applies to your Policy is shown in your **Schedule of Policy Benefits**. This option determines the length of time you will pay premiums. There are four options and they are described below.

### LIFETIME PREMIUM PAYMENT OPTION

If you have the Lifetime Premium Payment Option, your premiums are payable when due while your Policy is in force.

### 10 YEAR PAID UP PREMIUM PAYMENT OPTION

If you have the 10 Year Paid Up Option, your premiums are payable when due until the 10<sup>th</sup> Policy Anniversary Date. At that time, no further premiums are required to be paid, nor can your Policy lapse.

### PAID UP AT AGE 65 PREMIUM PAYMENT OPTION

If you have the Premium Payments to Age 65 Option, your premiums are payable when due until the Policy Anniversary that coincides with or next follows your 65<sup>th</sup> birthday. At that time, no further premiums are required to be paid, nor can your Policy lapse..

### PREMIUM REDUCTION AT AGE 65

If you have the Premium Reduction at Age 65 Option, your premiums will be reduced by half of the then current premium on the Policy Anniversary that coincides with or next follows your 65<sup>th</sup> birthday.

Please note: Premiums can only be increased prior to the end of your paid up period. Additionally, under no circumstances will Prudential allow a decrease in the benefit levels of your Policy after your paid up period has been reached.

## PREMIUM PROVISIONS

### AMOUNT OF PREMIUM

Your age at the time you purchase a benefit is used to rate that benefit. The amount of your premium is calculated using this rate for the benefits you have chosen. Premiums will not automatically increase as you become older. Premiums will not automatically increase because benefits are paid.

### CHANGES IN PREMIUMS

Premiums for your Policy are shown in the **Schedule of Policy Benefits**. Your premium is based on the rates in effect on the Effective Date of your insurance. Prudential has the right to change rates only if both items 1) and 2) occur.

- 1) The change occurs after the First Anniversary Date.
- 2) The change applies to all insureds in your premium class.

Any change in rates is subject to review by the appropriate state regulatory agency. We will not change premiums rates more

frequently than once a year. We will notify you at least 60 days before a change in the premium rates.

The premium for your Policy can also change under the following circumstances.

- 1) You change your benefit amounts or plan options.
- 2) You accept a Guarantee Purchase Option Offer, if available under your Policy.

**PREMIUM  
PAYMENT**

Premiums must be paid to *Prudential* within the time required. At its option, the Sponsor may remit premiums to Prudential for your Policy. Although you are responsible for all premiums for this insurance, the Sponsor may also contribute to the cost of your Policy. The Sponsor can revoke its sponsorship of this Policy form or end contributions to the cost of your Policy at anytime.

**MISSTATEMENT  
OF INFORMATION**

If Prudential relied on information provided by you to apply a discount to your premium and it is later discovered that you were not eligible for the discount, then the premium rate will be adjusted prospectively with the next premium due.

**GRACE PERIOD**

Your first full modal premium must be paid for your Policy to take effect. A grace period does not apply to the first premium. Your renewal premium is due on or before the premium due date.

Your Policy provides a 31-day grace period for your renewal premiums. This means that if a renewal premium is not paid on or before the due date, it may be paid during the following grace period. During the grace period, your Policy will stay in effect. If the full modal premium is not received within the grace period, Prudential will mail a late payment notice to request payment within 31 days to you and your designee (if applicable). The notice will be deemed to have been given 5 days after the date mailed.

If we do not receive payment within 31 days of the date the late payment notice is given, your Policy will lapse (end) as of the premium due date.

**PROTECTION  
AGAINST  
UNINTENTIONAL  
LAPSE**

You have the right to name a person, in addition to yourself, to receive notice that your Policy will lapse because your full modal premium was not received. You may exercise or waive this right at the time you apply for your Policy or any time thereafter. At least every two years, Prudential will notify you of your right to name a person for this purpose or to change the person currently named.

**REINSTATEMENT**

If your full modal premium is not paid within the time required, your Policy will lapse. To reinstate your Policy, all of the following must occur.

- 1) You must request reinstatement within 90 days from the date the last notice of unpaid premium is given by Prudential.

- 2) You must complete a reinstatement application.
- 3) Prudential must approve the reinstatement application.
- 4) You must pay all past due premium as of the date of reinstatement.

If Prudential or its agent accepts payment for the past due and unpaid premiums without requesting a reinstatement application, your Policy will be reinstated.

You will be given a conditional receipt for any premium paid with your request for reinstatement. If Prudential approves the reinstatement, your Policy will be reinstated as of the approval date.

If an application of reinstatement is required, and a conditional receipt is issued for the premium tendered, your Policy will be reinstated on the 45th day after the date of the conditional receipt unless we previously wrote you of its disapproval. If a reinstatement application is required and approved, the reinstated policy will only cover the period you are Chronically Ill that starts after your date of reinstatement.

If your Policy lapsed as a result of you being Chronically Ill, you or your representative may request reinstatement, without a reinstatement application, if both of the following items apply.

- 1) The request is made within five months of the premium due date.
- 2) The period you were Chronically Ill is certified by a Licensed Health Care Practitioner and existed on the premium due date.

Your Policy will be reinstated as of the premium due date provided all past due premium has been received.

In all other respects, your rights and Prudential's rights will remain the same. You will have the same level of coverage you had before your Policy lapsed. All benefits paid before the reinstatement count towards your Lifetime Maximum under the reinstated policy.

Call the Long Term Care Customer Service Center at 1-800-732-0416 to determine if your Policy can be reinstated.

## **SUSPENSION PROVISION**

If you are a member of a Reserve component of the Armed Forces of the United States, including the National Guard, you are entitled, upon written request, to have your coverage suspended during a period of active duty. You are entitled to suspension if:

- 1) You voluntarily or involuntarily enter active duty (other than for the purpose of determining physical fitness or for training).
- 2) You have had your active duty voluntarily or involuntarily extended during a period when the President is authorized to order units of the ready reserve or members of a reserve component to

active duty, provided that such additional active duty is at the request and for the convenience of the federal government.

3) You serve no more than five years of active duty.

Prudential will refund any unearned premiums for the period of such suspension.

You may resume coverage upon written application and payment of the required premium within sixty days after the date of termination of the period of active duty. Coverage shall be retroactive to the date of termination of the period of active duty.

For a limited period, benefits will not be paid for charges incurred in connection with a condition that arose during the period of active duty and the condition has been determined by the Secretary of Veterans Affairs to be a condition incurred in the line of duty. This limited period extends for six months after the date your coverage is resumed.

## **REFUND OF UNEARNED PREMIUM**

Unless satisfactory proof is provided to Prudential to indicate a third party has the legal right to a refund of premiums made in connection with this policy, all premium refunds shall be made to the insured or the insured's estate.

Upon proper notice of the cancellation of your Policy after the 30-day period described on page one, Prudential will refund on a pro-rata basis any part of the premium paid in advance that applies to the period after cancellation.

Upon receipt of proper notice of your death, Prudential will refund to your estate on a pro-rata basis any part of the premium paid in advance that applies to the period of time after death.

## [CONTINGENT NON-FORFEITURE PROVISIONS]

If the Non-Forfeiture Benefit Rider is not a part of your Policy, these Contingent Non-Forfeiture provisions apply. These provisions change your Long Term Care insurance to provide options to you in the event your Policy ends due to non-payment of premium after a Substantial Premium Increase.

A Substantial Premium Increase is one that results in a cumulative increase to your Annual Premium that is equal to or exceeds a certain percentage of that premium. It does not include premium increases that result from a voluntary purchase of additional coverage. The limits of cumulative increase as a percentage of your Annual Premium are based on your age as of the Policy's Original Effective Date shown in your **Schedule of Policy Benefits**. The table below shows the cumulative increase that will trigger the Contingent Non-Forfeiture Provision.

<b>SUBSTANTIAL PREMIUM INCREASE TABLE</b>			
<b>PREMIUM AGE</b>	<b>PERCENT OF INCREASE</b>	<b>PREMIUM AGE</b>	<b>PERCENT OF INCREASE</b>
Less than 30	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%
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 over	10%

**Contingency Options:** You will be notified of any Substantial Premium Increase at least 60 days prior to the change to your premium. The notice will include the amount of the premium and its due date, and the following contingency options in the event of lapse.

- 1) Reduced benefits at the premium in effect prior to the increase, without undergoing medical underwriting.
- 2) A lesser Lifetime Maximum, with no further premium payment required. You will have 120 days following the premium due date to elect this option. Under this option, the same Daily Benefit amounts in effect at the time of lapse will be payable, but the Lifetime Maximum will be equal to the greater of the following items.
  - a) The total amount of premiums paid for your Policy.
  - b) 30 times the Facility Daily Benefit at the time of lapse.

The total of all benefits paid under your Policy will not exceed the Lifetime Maximum that would have been payable if your Policy did not lapse.

Option 2 will automatically take effect if both of the following apply.

- 1) Your Policy lapses within 120 days of the premium due date for the Substantially Increased Premium.
- 2) You have not made an election.]

## GENERAL INFORMATION

### TAX STATUS OF PREMIUMS AND BENEFITS

Your Policy is intended to be a **Qualified Long Term Care Insurance Contract as defined by the Internal Revenue Code Section 7702B(b)**. The benefits you may receive under your Policy should not be considered taxable income. In addition, some or all of the premiums you pay for your Policy may be tax deductible as a medical expense subject to certain limitations. Consult a tax advisor for more information concerning this deduction.

Public guidance issued by the Internal Revenue Service or Treasury Department may provide that a provision of your Policy does not comply with the requirements of Code Section 7702B. In this event, your Policy may be modified upon agreement between Prudential and you.

Please be advised that if you do not agree with the suggested modification, your Policy may no longer qualify as a federally tax-qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

### ENTIRE CONTRACT

The entire contract between you and Prudential consists of your Policy, all attached pages, any optional Riders and your Application. A change in this contract will be valid only when approved by a Prudential officer and made a part of the contract. An agent may not change the contract or waive any part of it.

### DIVIDENDS

Your policy is non-participating. It will not share in Prudential's profits or surplus earnings. Prudential will pay no dividends on it.

### CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes

### COMMUNICATION THROUGH ELECTRONIC MEANS

Prudential reserves the right to designate the form and means for all communications or notices required by your Policy.

With our prior consent, communications made by you or your representative pursuant to or in connection with your Policy, using electronic means or technologies, may be made to us.

With your prior consent, communications made by Prudential pursuant to or in connection with your Policy, using electronic means or technologies, may be made to you.

The transmittal of information, that is authorized or not otherwise prohibited by state or federal law, by electronic means or technology, is intended to have the same legal effect, validity, and enforceability as it would if the information were provided in other than an electronic form.

**OTHER GOODS  
AND SERVICES**

From time to time, Prudential may offer or provide certain goods and services to you in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation beneficiary financial counseling services, estate guidance and employee assistance programs) to you. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to you. Further, Prudential shall not be liable to you for the negligent provision of the goods and services by third party vendors.

**OWNERSHIP**

You are the owner of your Policy.

## WHEN YOUR POLICY ENDS

### TERMINATION OF YOUR POLICY

Your Policy and any applicable Riders will end at 12:01 A. M., Standard Time on the earliest of the following dates.

- 1) The premium due date if you fail to pay the full modal premium required for your Policy when due or in accordance with the Grace Period provision. This will not apply if the premium is being waived under the Waiver of Premiums provision.
- 2) The date you have exhausted your Lifetime Maximum.
- 3) The date of your death.
- 4) The date we receive written notice requesting cancellation of your Policy or the date requested in such notice, if later.

Termination of your Policy will be without prejudice to benefits payable for your care in a Nursing Home, an Adult Foster Home, an Assisted Living Facility, or a Residential Health Care Facility if such care began while your Policy was in force and continues without interruption after your Policy ends. Benefits will be extended until the earlier of the following.

- 1) The date on which you no longer incur Eligible Charges for such care.
- 2) The date your Lifetime Maximum has been exhausted.

As to other benefits, you must continue to meet the **Benefit Eligibility Criteria** and be in need of Long Term Care from the date the charge is incurred in order for Prudential to provide benefits.

Benefits will be extended until the earlier of:

- 1) The date on which you no longer incur Eligible Charges for such care;
- 2) The date you no longer meet the **Benefit Eligibility Criteria**; or
- 3) The date benefits up to your Lifetime Maximum Benefit have been paid.

If you are receiving benefits when the Policy terminated, you will be considered covered under your Policy for purposes of the Waiver of Premiums provision.

### INCONTESTABILITY PROVISIONS

Your Policy was issued based on information given in your application. All statements made in your Application are considered to be to the best of your knowledge and belief. Such statements will be deemed representations and not warranties. A statement will not be used in a contest to avoid this insurance or

reduce benefits unless both of the following apply.

- 1) It is a written statement signed by you.
- 2) A copy of that statement is or has been furnished to you or your representative.

During the first six months your Policy is in force, if:

- 1) Information on your Application misrepresented any information about you or your health or medical history; and
- 2) As a result, we offered you insurance that you otherwise would not have been offered,

Prudential can rescind your Policy or deny an otherwise valid claim.

After your Policy has been in effect for six months, but less than two years, if:

- 1) Information on your Application misrepresented any information about you or your health or medical history; and
- 2) As a result, we offered you insurance that you otherwise would not have been offered; and
- 3) The misrepresentation pertains to the condition for which benefits are claimed,

Prudential can rescind your Policy or deny an otherwise valid claim.

After your Policy has been in effect for two years, if:

- 1) Relevant facts relating to your health were knowingly and intentionally misrepresented on your Application; and
- 2) As a result, we offered you insurance that you otherwise would not have been offered,

Prudential can rescind your Policy or deny an otherwise valid claim.

These provisions also apply if you provide additional evidence of insurability to purchase additional coverage after your Policy Effective Date. However, the incontestability time frames begin anew only for any statements on the application for the additional coverage. The time frames from the initial application for policy coverage are not renewed.

## GLOSSARY

This section defines certain of the terms used in your Policy. These definitions apply to the terms used in your Policy and any other attached forms.

### ACTIVITIES OF DAILY LIVING (ADLs)

**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.

**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).

**Dressing** - Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

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

**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.

### ADULT DAY CARE

A formal community based program for six (6) or more individuals, providing social and health related services during the day, to functionally and/or cognitively impaired adults. It must be licensed and/or certified as Adult Day Care according to the laws of the jurisdiction in which it is located. If licensure and/or certification is not required, then the Adult Day Care must satisfy all of the following requirements:

- 1) It must have a structured program that includes a variety of health, social and other related support services in a protective setting during daytime hours, but less than 24-hour care.
- 2) It must have established procedures for obtaining emergency medical services for clients.
- 3) It must maintain a written record of services provided to each client.
- 4) It must provide personal assistance with meals, toileting, continence and transferring.

### ADULT FOSTER HOME OR BOARD AND CARE FACILITY

A family home or other facility in which residential care is provided to five or fewer adults in a home-like environment for compensation. Residents must be unrelated to the Provider by blood or marriage and be elderly or physically disabled. It must be licensed and/or certified as an Adult Foster Home or Board

and Care Facility according to the laws of the jurisdiction in which it is located.

Adult Foster Home does not include any house, institution, hotel or other similar living arrangement that supplies room or board only, if you do not receive any Qualified Long Term Care Services as a resident of the facility.

## **ASSESSMENT**

An evaluation performed by a Licensed Health Care Practitioner to determine or verify that you are Chronically Ill. The Assessment will be based on objective standards of measurement using generally accepted tests to produce verifiable results. The Assessment must be made at a time when the chronic nature of the condition can be determined.

## **ASSISTED LIVING FACILITY OR RESIDENTIAL HEALTH CARE FACILITY**

It must be licensed and/or certified as an Assisted Living Facility or Residential Health Care Facility according to the laws of the jurisdiction in which it is located. For facilities located in a jurisdiction that does not license or certify Assisted Living Facilities or Residential Health Care Facilities, it is a facility that provides ongoing services to a minimum of three residents in one location and is determined by Prudential to meet the following minimum criteria.

- 1) It is a group residence that maintains records for services to each resident.
- 2) It provides services and oversight on a 24 hour a day basis.
- 3) It provides a combination of housing, supportive services, and personal assistance designed to respond to the resident's need for help with Activities of Daily Living and instrumental activities of daily living.
- 4) It provides, at a minimum, assistance with Bathing, Dressing and help with medications.
- 5) It is not licensed as a Nursing Home.

The above criteria are based on established, national industry standards such as those developed by The Assisted Living Quality Coalition, The Assisted Living Federation of America, The American Association of Homes and Services for the Aging, and The Joint Commission on the Accreditation of Health Organizations.

## **BED RESERVATION**

The retention of your bed by a Nursing Home, an Assisted Living Facility, or Residential Health Care Facility, that occurs if you are a resident in such a facility and you are absent for any reason for 24 hours or more.

## **CALENDAR YEAR**

During the first year your Policy is in force, the Calendar Year begins with your original Policy Effective Date and ends

December 31 of the same year. Each Calendar Year thereafter, starts with January 1 and ends December 31 of the same year.

**CHRONICALLY ILL-**

An illness or disability certified by a Licensed Health Care Practitioner in which there is at least one of the following.

- 1) The loss of the ability to perform, without Substantial Assistance, at least two Activities of Daily Living due to a loss of functional capacity. This inability must be expected to continue for at least 90 consecutive days. This expectation is not a waiting period. The Activities of Daily Living are defined and listed above.
- 2) A Severe Cognitive Impairment that requires Substantial Supervision to protect you from threats to health or safety.

**DAILY BENEFIT**

The maximum amount payable per day for Eligible Charges according to the benefits you have chosen.

**DOMESTIC PARTNER**

A person of the same or opposite sex who meets all the criteria listed below.

- 1) Is someone other than your Spouse.
- 2) Has lived with you for at least six months and intends to remain a member of your household for the period of Coverage.
- 3) He or she has a serious and committed relationship with you.
- 4) He or she is financially interdependent with you.
- 5) Is not related to you in a way that would prohibit legal marriage nor legally married nor a Domestic Partner to anyone else.
- 6) The partners are both eighteen years of age or older and are mentally competent to contract.
- 7) Neither individual has been registered as a member of another domestic partnership within the last six months.

Domestic Partner is subject to confirmation, either by proof of registration where such a registry exists, or for Domestic Partners residing where registration does not exist, by a notarized Affidavit of Domestic Partnership.

**ELIGIBLE CHARGES**

The charges for your Qualified Long Term Care Services that are used as the basis for a claim determination by Prudential except under the Cash Alternative Benefit and Cash Benefit Rider.

- 1) while your Policy is in force.
- 2) after the Elimination Period, if any, is satisfied.

3) after the date you are certified as being Chronically Ill.

Eligible Charges must be incurred for services and supplies described in **Your Long Term Care Insurance Benefits** section. Eligible Charges must be incurred from Providers who meet the criteria defined by your Policy. A charge is considered incurred on the date you receive the service or supply. A charge is not an Eligible Charge if it is described in the **Policy Exclusions** section. Eligible Charges do not include charges incurred during the Elimination Period even after it is satisfied.

**ELIMINATION PERIOD**

The number of calendar days that you are Chronically Ill that must elapse before your Policy benefits may be payable. The Elimination Period applies to all benefits unless the Benefit Description states otherwise. The Elimination Period is shown in the **Schedule of Policy Benefits**.

**FAMILY MEMBER**

Your Spouse, your Domestic Partner or persons related to you, your Spouse or your Domestic Partner, including adopted, in-law and step relatives, such as a parent, grandparent, child, grandchild, brother or sister.

**GRADUATE NURSE**

A person who has completed a post-secondary nursing care training program and has a current license to provide skilled nursing care to sick or infirm individuals under the direction of a licensed Physician.

**HOME**

Your house, apartment or room, that is the primary place where you live.

**HOME HEALTH AIDE**

A person whose function is to provide Personal Care Services or Homemaker Services. A Home Health Aide must be licensed or certified according to the laws of the jurisdiction in which care is rendered.

When licensing or certification is not required, a person will be deemed a Home Health Aide if he or she meets both of the following criteria.

- 1) He or she meets the minimum training qualifications recognized by the Foundation for Hospice & Home Care, National League of Nursing or Centers for Medicare and Medicaid Services.
- 2) He or she is employed through an eligible Home Health Care Agency, or is an Independent Health Care Professional.

**HOME HEALTH CARE AGENCY**

An organization that meets at least one of these three tests.

- 1) It is an agency licensed as a home health care agency in the jurisdiction in which the Home Health Care is delivered.

- 2) It is a home health care agency as defined by Medicare.
- 3) It is an agency or organization that provides a program of Home Health Care that meets all these tests.
  - a) It is licensed to provide the services for Home Health Care in the Plan of Care.
  - b) It maintains written records of services provided to patients.
  - c) Its staff includes at least one Registered Nurse or nursing care by a Registered Nurse is available to it.

**HOME HEALTH CARE**

Medical and non-medical services, provided to ill, disabled or infirm persons in their Home.

**HOMEMAKER SERVICES**

Services that are designed to maintain your ability to function independently in your Home. Homemaker Services include but are not limited to the following.

- 1) Shopping.
- 2) Planning menus, preparing meals, and delivering meals to your Home.
- 3) Laundry and light house cleaning and maintenance. Light house cleaning includes vacuuming, dusting, dry mopping, dishwashing, cleaning the kitchen and bathroom and changing beds.

**HOSPICE**

A public agency or private organization providing palliative medical care (care which seeks to reduce pain and provide comfort, rather than provide a cure) to Terminally Ill individuals. The agency or organization must meet federal certification requirements as a Hospice, or be licensed according to the laws of the jurisdiction in which it is located.

**HOSPICE CARE**

Services and supplies provided through a Hospice to meet the special physical, psychological, spiritual and social needs for a Terminally Ill person and his or her immediate family. Hospice Care provides palliative and supportive medical, nursing and other health services through home and inpatient care during the illness to one or both of the following.

- 1) A Terminally Ill person who has no reasonable prospect of cure as estimated by a Physician.
- 2) The immediate family or Primary Informal Caregiver of the person described in 1) above.

Hospice Care includes the following.

- 1) Part-time nursing care by or supervised by a Registered

Nurse.

- 2) Counseling, including dietary counseling, for the Terminally Ill person.
- 3) Family counseling for the immediate family and the Primary Informal Caregiver before the death of the Terminally Ill person.
- 4) Medical supplies, equipment, and medication required to maintain the comfort and manage the pain of the Terminally Ill person.

**INDEPENDENT  
HEALTH CARE  
PROFESSIONAL**

A Home Health Aide, Registered Nurse, Licensed Practical Nurse or Therapist independently providing Home Health Care services within the scope of his or her license.

**LICENSED HEALTH  
CARE  
PRACTITIONER**

A Physician, a Registered Nurse, a licensed social worker, or another professional individual who meets the requirements prescribed by the United States Secretary of the Treasury, or another professional individual who meets the requirements prescribed by the state in which he or she is licensed as appropriate to a tax-qualified policy..

**LICENSED  
PRACTICAL NURSE**

A professional nurse legally designated "LPN" who, where licensing is required, holds a valid license according to the laws of the jurisdiction in which the nursing service is performed. The term licensed practical nurse (LPN) shall include a licensed vocational nurse (LVN) and any other similarly designated nurse in those jurisdictions in which a professional nurse is designated as other than an LPN and for whom licensing is required.

**LICENSED SOCIAL  
WORKER**

A person who has a Baccalaureate, Master's or Doctoral degree in Social Work from a program accredited by the Council on Social Work Education and is appropriately licensed or certified, if licensing and certification is required, in the United States' jurisdiction where the social work is performed.

**LIFETIME  
MAXIMUM**

The maximum lifetime benefit payable for Eligible Charges according to the benefits you have chosen. Your initial Lifetime Maximum is the amount available for all benefits payable under your Policy as of the Policy's Original Effective Date. Benefits paid are deducted from the Lifetime Maximum, unless the benefit description states otherwise. If Eligible Charges are less than your Daily Benefit, only the amount of the benefit payment for the Eligible Charge is deducted from your Lifetime Maximum.

**MEDICAID**

Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time.

**MEDICARE**

The program under The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 or Health Insurance for the Aged Act (42 U.S.C.A. §1495- 1495ccc).

**NURSE REGISTRY**

An organization that meets the following requirements.

- 1) Its main function is to provide a referral service for Registered Nurses or Licensed Practical Nurses specialized in providing Home Health Care services.
- 2) It is appropriately licensed according to the laws of the jurisdiction in which the services are provided, if the jurisdiction in which the Nurse Registry is located requires licensure.

**NURSING HOME**

A facility that provides skilled, intermediate or custodial care and meets one of the following criteria.

- 1) It is Medicare-approved as a Provider of skilled nursing care services.
- 2) It is licensed and operated according to the laws of the jurisdiction in which it is located as a skilled nursing home, an intermediate care facility or a custodial care facility.
- 3) It meets all the following criteria.
  - a) Its main function is to provide skilled, intermediate or custodial nursing care.
  - b) It is engaged in providing continuous room and board accommodations for three or more persons.
  - c) It has a Physician on staff or available to it under contract.
  - d) It is under the supervision of a Registered Nurse or Licensed Practical Nurse.
  - e) It maintains medical records for each patient.
  - f) It maintains control of and records of all medications dispensed.

A nursing home shall not include a facility that is primarily a facility for the treatment of alcoholism or chemical dependency.

**OUT-OF-COUNTRY  
NURSING HOME**

An institution, not excluded below, that meets the following criteria.

- 1) It is located outside the United States, its territories and possessions.
- 2) It is a legally operated facility that is engaged primarily in providing skilled, intermediate or custodial nursing care for at least 10 people.
- 3) It provides such care in accordance with the authority granted

by a license or similar accreditation, acceptable to Prudential, that has been issued by the national or requisite political subdivision of the country in which it is located to provide the levels of care for which benefits would be payable under the Policy's Facility Care benefits.

- 4) It provides continuous room and board accommodations for all of its residents.
- 5) It employs at least one full-time Graduate Nurse, with a Graduate Nurse on duty or on call in the facility at all times.
- 6) It has an awake employee on duty in the facility who is trained and ready to provide residents with scheduled and unscheduled care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment and who is aware of the whereabouts of the residents.
- 7) It provides three meals a day and accommodates special dietary needs.
- 8) It has arrangements with a duly licensed physician or Graduate Nurse to furnish medical care and services in case of an emergency.
- 9) It has methods and procedures to provide necessary assistance to residents in managing prescribed medications.

The following facilities are excluded.

- 1) A facility whose primary function is not to provide Qualified Long Term Care Services.
- 2) A hospital or clinic, sub-acute care or rehabilitation hospital or unit.
- 3) A place that operates primarily for the treatment of alcoholism, drug addiction or mental illness.
- 4) Your Home or place of residence in an area used principally for independent residential living, including hotels, motels, spas, retirement homes, boarding homes and adult foster care facilities.
- 5) A substantially similar adult residence establishment or environment.

## **PERSONAL CARE SERVICES**

The provision of hands-on services needed to assist a person who is Chronically Ill. Such care can provide assistance with simple health care tasks, personal hygiene, and other supportive tasks, including use of the telephone, managing medications, moving about outside, preparing meals, shopping for essentials,

and transportation to and from health care Providers. Personal Care can be provided by a skilled or unskilled person.

**PHYSICIAN**

Any person licensed by a United States jurisdiction as a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) practicing within the scope of his or her license.

**PLAN OF CARE**

A written plan that has been developed to meet your long term care needs. The Plan of Care must meet the following requirements.

- 1) It is developed and approved by a Licensed Health Care Practitioner based on review of your health status, medical records and information from the Licensed Health Care Practitioner responsible for your care.
- 2) It names the type, frequency and duration of services you need.
- 3) It names the types of Providers that are needed.
- 4) It is in accordance with accepted medical and nursing standards of practice.

Your Plan of Care must be updated as your condition and care needs change. We must be provided with a revised Plan of Care each time it is updated.

**POLICY YEAR**

A twelve consecutive month period that begins with the Policy Anniversary date.

**PRIMARY INFORMAL CAREGIVER**

An unpaid person who regularly provides one of the following.

- 1) Substantial Assistance when you are unable to perform at least two of the Activities of Daily Living.
- 2) Substantial Supervision when you have a Severe Cognitive Impairment.

**PRIOR POLICY YEAR**

The twelve consecutive month period that immediately precedes the Policy Anniversary date while your Policy is in effect.

**PRIVATE CARE CONSULTANT**

A Licensed Health Care Practitioner, not associated with Prudential, who is qualified to coordinate your necessary medical care, long term care, Personal Care and social services. Qualifications are based on training and experience and can include health care industry, state or national standards.

**PROVIDER**

A licensed or certified professional or entity that provides Qualified Long Term Care Services.

**QUALIFIED LONG TERM CARE**

Necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or

<b>SERVICES</b>	Personal Care services, provided in a setting other than an acute care unit at a hospital which began while your Policy is in-force.
<b>REFERRAL AGENCY</b>	<p>An agency that meets the following requirements.</p> <ol style="list-style-type: none"> <li>1) Its main function is to provide a referral service for Registered Nurses, Licensed Practical Nurses, Therapists or licensed Home Health Aides providing Home Health Care.</li> <li>2) It is licensed according to the laws of the jurisdiction in which it is located to provide such services. If licensing is not required, the agency must be accredited by the Joint Commission on Accreditation of Health Care Organizations, the National Care Organizations, the Community Health Accreditation Program, the Foundation for Hospice and Home Care or the National League of Nurses.</li> </ol>
<b>REGISTERED NURSE</b>	A professional nurse legally designated "RN" who, where licensing is required, holds a valid license according to the laws of the United States jurisdiction in which the nursing service is performed.
<b>RESPITE CARE</b>	Short-term care provided by a third party to relieve your Primary Informal Caregiver from care giving responsibilities.
<b>SEVERE COGNITIVE IMPAIRMENT</b>	<p>A loss or deterioration in intellectual capacity that is:</p> <ol style="list-style-type: none"> <li>1) Comparable to (and includes) Alzheimer's Disease and similar forms of irreversible dementia, and</li> <li>2) Measured by clinical evidence and standardized tests that reliably measure impairment in the individual's <ol style="list-style-type: none"> <li>a) Short-term or long term memory,</li> <li>b) Orientation as to people, places, or time and</li> <li>c) Deductive or abstract reasoning.</li> </ol> </li> </ol>
<b>SPONSOR</b>	An organization that has agreed to the plan design features of the Prudential LTC3 <sup>SM</sup> Long Term Care Insurance Policy as an appropriate form of long term care insurance for persons who are eligible to participate in such a plan.
<b>SUBSTANTIAL ASSISTANCE</b>	<p>Hands-on assistance and stand-by assistance.</p> <ol style="list-style-type: none"> <li>1) Hands-on assistance is the physical assistance of another person without which an individual would be unable to perform an Activity of Daily Living.</li> <li>2) Stand-by assistance is the presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury to an individual while the individual is performing an Activity of Daily Living.</li> </ol>

**SUBSTANTIAL SUPERVISION**

Continual oversight that may include cueing by verbal prompting, gestures or other demonstrations by another person, and that is necessary to protect you from threats to your health or safety.

**TERMINALLY ILL**

A medical prognosis given by a Physician that your life expectancy is six months or less.

**THERAPIST**

A physical therapist, occupational therapist, respiratory therapist, speech pathologist or audiologist who is licensed according to the laws of the jurisdiction in where the services are performed.

**UNITED STATES**

The United States of America, its territories and possessions.

## SCHEDULE OF POLICY BENEFITS

### LTC-3 Insurance

POLICY NUMBER: GRP 113772	ORIGINAL EFFECTIVE DATE: [01/01/2006]
	CHANGE EFFECTIVE DATE: [01/01/2006]
	PREMIUM AGE: [65]
INSURED: [John Doe]	RATE CLASS: [Standard 1]
Address Line 1	POLICY ANNIVERSARY DATE:
Address Line 2	[01/01/2006 and each 01/01]
City, State Zip Code	thereafter
SPONSOR: ABC Company, Inc.	
ELIMINATION PERIOD	[90 days]
FACILITY DAILY BENEFIT	Up to \$[250] per day
BED RESERVATION CALENDAR YEAR LIMIT	Up to 60 days per Calendar Year
RESPIRE CARE CALENDAR YEAR LIMIT	Up to 21 days per Calendar Year
HOME CARE DAILY BENEFIT	Up to \$ [250] per day
CASH ALTERNATIVE DAILY BENEFIT	\$[100] per day
HOME SUPPORT SERVICES LIFETIME BENEFIT	Up to \$[5,000] per lifetime
PRIVATE CARE CONSULTANT CALENDAR YEAR BENEFIT	Up to \$ XX,XXX per Calendar Year
INTERNATIONAL COVERAGE	
FACILITY DAILY BENEFIT	Up to \$ [187.50] per day
HOME CARE DAILY BENEFIT	Up to \$ [187.50] per day
LIFETIME BENEFIT	365 Days per lifetime
LIFETIME MAXIMUM (does not reflect claims paid or payable)	\$ [273,750.00]

### THIS POLICY INCLUDES THE FOLLOWING OPTIONAL BENEFIT RIDERS

OPTIONAL RIDER	EFFECTIVE DATE OF RIDER
INFLATION RIDER: [NONE,	[01/01/2006]
GUARANTEED PURCHASE OPTION RIDER (GPO Factor: 2, 3, 4, 5, 6, 10)	
<b>AUTOMATIC SIMPLE INFLATION BENEFIT RIDER</b> -	
INFLATABLE DAILY BENEFITS:	
STANDARD      INTERNATIONAL	
FACILITY DAILY BENEFIT:    \$[250.00]      \$[187.50]	
HOME CARE DAILY BENEFIT: \$[250.00]      \$[187.50]	
INFLATABLE LIFETIME MAXIMUM: \$[273,750.00]]	
AUTOMATIC COMPOUND INFLATION BENEFIT RIDER – 2X MAXIMUM	
AUTOMATIC COMPOUND INFLATION BENEFIT RIDER – NO MAXIMUM	
• CASH BENEFIT RIDER	

- FLEXIBLE CASH BENEFIT RIDER
- MONTHLY BENEFIT RIDER
- RETURN OF PREMIUM UPON DEATH RIDER
- NON-FORFEITURE BENEFIT RIDER
- SURVIVOR WAIVER OF PREMIUMS BENEFIT RIDER
- JOINT WAIVER OF PREMIUMS BENEFIT RIDER
- SHARED CARE BENEFIT RIDER  
SHARED CARE PARTNER

See next page for Premium Information.

## SCHEDULE OF POLICY BENEFITS (Continued)

### LTC-3 Insurance

POLICY NUMBER: XXXXXXXXXXXX

INSURED: First Name Last Name

### PREMIUM INFORMATION

PREMIUM PAYMENT OPTION	[Lifetime, 10 Year Paid Up, Paid Up at Age 65, Premium Reduction at Age 65]	
Basic Benefits Annual Premium		\$ XX, XXX.XX
Optional Benefit Riders Premium		\$ XX, XXX.XX
Optional Inflation Rider	\$ X, XXX.XX	
Monthly Benefit Rider/Cash Benefit Rider/Flexible Cash Benefit Rider	\$ X, XXX.XX	
Return of Premium Upon Death Rider	\$ X, XXX.XX	
Non-Forfeiture Benefit Rider	\$ X, XXX.XX	
Joint Waiver of Premiums Benefit Rider	\$ X, XXX.XX	
Survivor Waiver of Premiums Benefit Rider	\$ X, XXX.XX	
Shared Care Benefit Rider	\$ X, XXX.XX	
Annual Premium Including All Optional Riders		\$ XX, XXX.XX
Total of Available Discounts	XX%	
(List discounts applied here: Partner Discount, Affiliation Discount, Employer Sponsored Discount)		
Total Annual Premium Including Optional Riders and Less Discounts		<b>\$ XX, XXX.XX</b>
Modal Premiums		
Annual		\$XX,XXX.XX
Semi-Annual*		\$XX,XXX.XX
Quarterly		\$XX,XXX.XX
Monthly – EFT		\$XX,XXX.XX
*This is the modal premium you have elected. The total annual cost of your coverage will vary both by the frequency of premium payment (mode) as well as the method of payment chosen. The more frequent the premium payment mode the higher the annual cost.		

[ALTERNATE BILLING ADDRESS (if other than the insured)  
ABC Company, Inc. Attention: First Name, Last Name  
Address City, State, ZIP Code]

Telephone Number: XXX-XXX-XXXX

Agent: First Name, Last Name  
Address City, State, ZIP Code

Telephone Number: XXX-XXX-XXXX



**Long Term Care Insurance  
Optional Rider  
MONTHLY BENEFIT**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider provides an alternative payment option for your Policy's Home Care benefits as described below. It permits payment of Eligible Charges for Home Care up to a monthly maximum, in lieu of reimbursement of Eligible Charges for Home Care on a daily maximum basis.

The following provision is added to subsection entitled **HOME CARE** under the section entitled **BENEFIT DESCRIPTIONS**.

**MONTHLY  
BENEFIT**

In lieu of receiving reimbursement of Eligible Charges for Home Care subject to the Home Care Daily Benefit, benefits will be payable for Eligible Charges for Home Care received during a calendar month, subject to the Monthly Benefit.

The Monthly Benefit is equal to the number of days in the month times the Home Care Daily Benefit.

Such services must be received from a Home Health Care Agency, Referral Agency, Nurse Registry, or provided by an Independent Health Care Professional. This Policy also provides coverage when you receive Adult Day Care.

These benefits are subject to the Elimination Period and reduce your Lifetime Maximum. If your Elimination Period is satisfied on other than the first day of the month, the Monthly Benefit will be pro-rated based on the remaining number of days in that month.

If Eligible Charges are less than the Facility Daily Benefit you chose, the difference will extend the length of time your Lifetime Maximum will provide coverage. Benefit payments will not be less than the New York Required Benefits described on page 11 in your Policy.

The following provision is added to the section of your Policy entitled **WHEN YOUR POLICY ENDS**.

**Termination of  
Monthly Benefit  
Rider**

This Rider will terminate if any of the following events occur.

- 1) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 2) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified in the written request.

Except as modified above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary

**Long Term Care Insurance  
Optional Rider  
CASH BENEFIT**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Capitalized terms are defined. Please refer to the **Glossary** in your Policy for definitions.

With the exception of services rendered in an eligible facility, this Rider provides an alternative benefit to your Policy's Home Care benefits. It revises your Policy as described below, so that a fixed monthly benefit can be paid to you, in lieu of reimbursement for Eligible Charges you incur for Home Care.

The following provision is added to the section entitled **ADDITIONAL POLICY FEATURES**.

**CASH BENEFIT**

If you elect this benefit payment option at time of claim, Prudential will pay a monthly benefit to you while you are Chronically Ill. This Cash Benefit replaces benefits payable for Eligible Charges under the **Home Care** provision of your Policy.

The Cash Benefit payment is equal to the number of days you are Chronically Ill during a calendar month, after you satisfy the Elimination Period, times the Home Care Daily Benefit, as described in the **Schedule of Policy Benefits**.

All references in your Policy to benefits being payable up to the Home Care Daily Benefit do not apply when the Cash Benefit payment method is chosen.

These benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

The following paragraph is added to the subsection entitled **Cash Alternative Benefit** under the section entitled **HOME CARE**.

If you are insured under the Cash Benefit Rider, the option of electing payment under the Cash Alternative benefit is revoked.

The following paragraph is added to the subsection entitled **Proof of Loss** under the section entitled **THE CLAIMS PROCESS**.

Under the Cash Benefit Rider, charges for Qualified Long Term Care services do NOT need to be incurred and with the exception of the exclusion, **Charges for Services or Supplies for which no charge would be made in the absence of insurance**, and any **Policy Exclusions** related to incurring charges shall not apply. However, in order to receive the Cash Benefit, you must be certified as being Chronically Ill as set forth in **THE CLAIMS PROCESS** provisions of your Policy.

Under the Cash Benefit Rider, benefits will be calculated and paid in United States currency.

The following paragraph is added to the subsection entitled **Time of Claim Payment** under the section entitled **THE CLAIMS PROCESS**.

Subject to due written proof of loss, all benefits payable under the Cash Benefit Rider will be paid monthly.

The following provision is added to the section of your Policy entitled **GENERAL INFORMATION**.

**Important Tax Notice**

Benefits payable under the Cash Benefit Rider are made without regard to costs incurred by you. Therefore, part of the benefits could be considered taxable income if the benefits paid under this Rider are in excess of the per diem limit prescribed by law. You should consult with a tax advisor for more information concerning the tax implications.

The following provision is added to the section of your Policy entitled **WHEN YOUR POLICY ENDS**.

**Termination of Cash Benefit Rider**

This Rider will terminate if any of the following events occur.

- 1) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 2) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified in the written request.

Except as modified above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary

**Long Term Care Insurance  
Optional Rider  
FLEXIBLE CASH BENEFIT**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider provides an alternative benefit to your Policy's Home Care benefits. It revises your Policy as described below, so that a portion of your Home Care benefits can be paid to you as a fixed monthly benefit, in combination with reimbursement for Eligible Charges you incur for Home Care.

The following provision is added to the section entitled **ADDITIONAL POLICY FEATURES**.

**FLEXIBLE CASH  
BENEFIT**

If you elect this benefit payment option at time of claim, Prudential will pay you a portion of your Home Care benefits in cash, in lieu of being reimbursed for Eligible Charges. You must make an election to receive the cash portion on the Claim Form. If you elect this payment option, it applies to the entire month and may not be revoked for that month.

Prudential will pay you a cash benefit for each day in the month you are certified as being Chronically Ill. This Flexible Cash Benefit payment is equal to the number of days during the month you are certified as being Chronically Ill, after you satisfy the Elimination Period, times 50% of the Home Care Daily Benefit.

In addition to the cash portion, you may also be reimbursed for Eligible Charges incurred for Home Care in the same calendar month you elect to receive the cash portion. 50% of the Home Care Daily Benefit is available to reimburse you for Eligible Charges you incur for Home Care. Eligible Charges for Home Care will be reimbursed if you are certified as being Chronically Ill on the date the charge was incurred.

Total combined benefits paid per day are limited to the Home Care Daily Benefit. In no event will the total of your monthly benefit exceed 100% of the Home Care Daily Benefit times the number of days during the month you are certified as being Chronically Ill.

Eligible Charges incurred outside of the United States will be considered under the **International Coverage** subsection of your Policy, not under this Flexible Cash Benefit Rider.

These benefits are subject to the Elimination Period and reduce your Lifetime Maximum.

The following paragraph is added to the subsection entitled **Cash Alternative Benefit** under the section entitled **HOME CARE**.

If you are insured under the **Flexible Cash Benefit Rider**, the option of electing payment under the Cash Alternative benefit is revoked.

The following paragraph is added to the subsection entitled **Proof of Loss** under the section entitled **THE CLAIMS PROCESS**.

Under the Flexible Cash Benefit Rider, charges for Qualified Long Term Care services do NOT need to be incurred to receive the cash portion of the benefit. **Charges for Services or Supplies for which no charge would be made in the absence of insurance**, and any **Policy Exclusions** related to incurring charges shall not apply to the cash portion. However, in order to receive the cash portion, your being Chronically Ill as must be certified as set forth in **THE CLAIMS PROCESS** provisions of your Policy.

To claim benefits for Eligible Charges for Home Care, the standard Proof of Loss section shall apply.

The following paragraph is added to the subsection entitled **Time of Claim Payment** under the section entitled **THE CLAIMS PROCESS**.

Subject to due written proof of loss, benefits payable under the Flexible Cash Benefit Rider accrue on a daily basis and will be paid monthly, provided you have elected this payment method.

The following provision is added to the section entitled **GENERAL INFORMATION**.

**Important Tax Notice**

A portion of the benefits payable under the **Flexible Cash Benefit Rider** are made without regard to costs incurred by you. Therefore, part of the benefits could be considered taxable income if the benefits paid under this Rider are in excess of the per diem limit prescribed by law. You should consult with a tax advisor for more information concerning the tax implications.

The following provision is added to the section entitled **WHEN YOUR POLICY ENDS**.

**Termination of Flexible Cash Benefit Rider**

This Rider will terminate if any of the following events occur.

- 1) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 2) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified in the written request.

Except as modified above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

*Kathleen M. Gibson*  
Secretary



**Long Term Care Insurance  
Optional Inflation Rider  
AUTOMATIC SIMPLE INFLATION BENEFIT**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider amends your Policy to increase the benefit levels as described below, by 5% annually.

The following provision is added to the section entitled **ADDITIONAL POLICY FEATURES**.

**AUTOMATIC  
EQUAL  
INCREASES**

Your benefits will automatically increase on each Policy Anniversary. The first increase will take effect on the Policy Anniversary that follows the Effective Date of this Rider. The increase will occur even if you are receiving benefits. The increase amount will be the same each year if your benefits do not change as a result of your request.

Your premium will not increase solely due to increases to your benefit amounts under this Rider.

**Increases to  
your Facility  
and Home Care  
Daily Benefits**

Your increased Facility and Home Care Daily Benefits will be determined as follows.

- 1) Your current Facility and Home Care Daily Benefits will be increased by 5% of the respective Standard Inflatable Daily Benefits shown on the **Schedule of Policy Benefits**.
- 2) Amounts are rounded to the nearest dollar.

**Increases to  
your Lifetime  
Maximum**

Your increased Lifetime Maximum will be determined as follows.

- 1) The Lifetime Maximum remaining as of the Prior Policy Anniversary will be increased by 5% of the Inflatable Lifetime Maximum shown on the **Schedule of Policy Benefits**.
- 2) Amounts are rounded to the nearest dollar.
- 3) Benefits paid under your Policy, if any, during the Prior Policy Year will be deducted from this amount.

**Increases to  
your Home  
Support  
Services  
Lifetime  
Benefit**

Your increased Home Support Services Lifetime Benefit will be determined as follows.

- 1) The Home Support Services Lifetime Benefit remaining as of the Prior Policy Anniversary will be increased by 5% of the Standard Inflatable Facility Daily Benefit shown on the **Schedule of Policy Benefits**, times 50.

- 2) Amounts are rounded to the nearest dollar.
- 3) Home Support Services benefits paid under your Policy, if any, during the Prior Policy Year will be deducted from this amount.

**Increases to your Private Care Consultant Calendar Year Benefit**

Your increased Private Care Consultant Calendar Year Benefit will be determined as follows.

- 1) The Standard Inflatable Facility Daily Benefit shown on the Schedule of Policy will be increased by 5% times 20.
- 2) Amounts are rounded to the nearest dollar.

If your Policy is effective on a day other than the first day of the year, this benefit will be prorated.

**Increases to your International Coverage Benefit**

Your increased International Coverage Benefit will be determined as follows.

- 1) Your current International Coverage Facility and Home Care Daily Benefits will be increased by 5% of the respective International Inflatable Daily Benefits shown on the **Schedule of Policy Benefits**.
- 2) Amounts are rounded to the nearest dollar.

The following provisions are added to the section entitled **WHEN YOUR POLICY ENDS**.

**Termination of Automatic Simple Inflation Benefit Rider**

This Rider will terminate if any of the following events occur.

- 1) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 2) You send a written request to terminate this Rider. It will end as of the date the request is received, unless a later date is specified.

**Effect of Lapse and Termination of Automatic Simple Inflation Benefit Rider**

If your Policy ends and is later reinstated, automatic equal increases will be made as if your Policy had remained in effect.

If your Policy lapses for non-payment of premium and coverage continues under the Non-Forfeiture Benefit Rider, no increase will be made after the due date of the unpaid premium.

If you elect a lesser Lifetime Maximum under the Contingent Non-Forfeiture provision, no additional increases will be made.

Except as modified above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

*Kathleen M. Gibson*  
Secretary

**Long Term Care Insurance  
Optional Inflation Rider  
AUTOMATIC COMPOUND INFLATION BENEFIT - 2X MAXIMUM**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider amends your Policy to increase the benefit levels as described below by 5% compounded annually, until your initial Facility and Home Care Daily Benefits have doubled.

The following provision is added to the section entitled **ADDITIONAL POLICY FEATURES**.

**AUTOMATIC  
COMPOUND  
INCREASES**

Your benefits will automatically increase on each Policy Anniversary. The first increase will take effect on the Policy Anniversary that follows the Effective Date of this Rider. The increase will occur even if you are receiving benefits.

Increases will occur each year until your Facility and Home Care Daily Benefits in effect on the original Effective Date of this Rider have doubled. Thereafter, no increases will occur.

Your premium will not increase solely due to increases under this Rider.

**Increases to  
your Facility  
and Home Care  
Daily Benefits**

Your increased Facility and Home Care Daily Benefits will be determined as follows.

- 1) Your current Facility and Home Care Daily Benefits will be increased by 5%. But the increased benefits will not exceed two times the Facility and Home Care Daily Benefits in effect on the Effective Date of this Rider.
- 2) Amounts will be rounded to the nearest dollar.

Increases will occur each year until your Facility and Home Care Daily Benefits in effect on the original Effective Date of this Rider have doubled. Thereafter, no increases will occur.

**Increases to  
your Lifetime  
Maximum**

Your increased Lifetime Maximum will be determined as follows.

- 1) The Lifetime Maximum remaining as of the Prior Policy Anniversary will be increased by 5%
- 2) Amounts are rounded to the nearest dollar.
- 3) Benefits paid under your Policy, if any, in the Prior Policy Year will be deducted from this amount.

Increases will occur each year until your Facility and Home Care Daily

**Increases to  
your Home  
Support  
Services  
Lifetime  
Benefit**

Benefits in effect on the original Effective Date of this Rider have doubled. Thereafter, no increases will occur.

Your increased Home Support Services Lifetime Benefit will be determined as follows.

- 1) The Home Support Services Lifetime Benefit in effect on the Prior Policy Anniversary will be increased by 5%
- 2) Amounts are rounded to the nearest dollar.
- 3) Home Support Services Lifetime Benefit paid under your Policy, if any, during the Prior Policy Year will be deducted from this amount.

Increases will occur each year until your Facility and Home Care Daily Benefits in effect on the original Effective Date of this Rider have doubled. Thereafter, no increases will occur.

**Increases to  
your Private  
Care  
Consultant  
Calendar Year  
Benefit**

Your increased Private Care Consultant Calendar Year Benefit will be equal to your increased Facility Daily Benefit times 20.

If your Policy is effective on a day other than the first day of the year, this benefit will be prorated.

**Increases to  
your  
International  
Coverage  
Benefit**

Your increased International Coverage Facility and Home Care Daily Benefits will be determined as follows.

- 1) Your current International Coverage Facility and Home Care Daily Benefits will be increased by 5% But the increased benefits will not exceed two times the International Coverage Facility and Home Care Daily Benefits in effect on the Effective Date of this Rider.
- 2) Amounts will be rounded to the nearest dollar.

Increases will occur each year until your International Coverage Facility and Home Care Daily Benefits in effect on the original Effective Date of this Rider have doubled. Thereafter, no increases will occur.

The following provisions are added to the section entitled **WHEN YOUR POLICY ENDS**.

**Termination of  
Automatic  
Compound  
Inflation  
Benefit – 2X  
Maximum  
Rider**

This Rider will terminate if any of the following events occur.

- 1) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 2) You send a written request to terminate this Rider. The Rider will end as of the date the request is received, unless a later date is specified.

**Effect of Lapse  
and  
Termination of  
Automatic  
Compound  
Inflation  
Benefit – 2X  
Maximum  
Rider**

If your Policy ends and is later reinstated, automatic inflation increases will be made as if your Policy had remained in effect.

If your Policy lapses for non-payment of premium and coverage continues under the Non-Forfeiture Benefit Rider, no increase will be made after the due date of the unpaid premium.

If you elect a lesser Lifetime Maximum under the Contingent Non-Forfeiture provision, no additional increases will be made.

Except as mentioned above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary



**Long Term Care Insurance  
Optional Inflation Rider  
AUTOMATIC COMPOUND INFLATION BENEFIT - NO MAXIMUM**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider amends your Policy to increase the benefit levels as described below, by 5% compounded annually.

The following provision is added to the section entitled **ADDITIONAL POLICY FEATURES**.

**AUTOMATIC  
COMPOUND  
INCREASES**

Your benefits will automatically increase on each Policy Anniversary. The first increase will take effect on the Policy Anniversary that follows the Effective Date of this Rider. The increase will occur even if you are receiving benefits.

If you have purchased additional benefits after the Effective Date of this Rider, increases will also occur for those benefits, in accordance with the terms and conditions described herein.

Your premium will not increase solely due to increases under this Rider.

**Increases to  
your Facility  
and Home Care  
Daily Benefits**

Your increased Facility and Home Care Daily Benefits will be determined as follows.

- 1) Your current Facility and Home Care Daily Benefits will be increased by 5%
- 2) Amounts are rounded to the nearest dollar.

**Increases to  
your Lifetime  
Maximum**

Your increased Lifetime Maximum will be determined as follows.

- 1) The Lifetime Maximum remaining as of the Prior Policy Anniversary will be increased by 5%
- 2) Amounts are rounded to the nearest dollar.
- 3) Benefits paid under your Policy, if any, during the Prior Policy Year will be deducted from this amount.

**Increases to your Home Support Services Lifetime Benefit**

Your increased Home Support Services Lifetime Benefit will be determined as follows.

- 1) The Home Support Services Lifetime Benefit in effect on the Prior Policy Anniversary will be increased by 5%
- 2) Amounts are rounded to the nearest dollar.
- 3) Home Support Services benefits paid under your Policy, if any, during the Prior Policy Year will be deducted from this amount.

**Increases to your Private Care Consultant Calendar Year Benefit**

Your increased Private Care Consultant Calendar Year Benefit will be equal to your increased Facility Daily Benefit times 20.

If your Policy is effective on a day other than the first day of the year, this benefit will be prorated.

**Increases to your International Coverage Benefit**

Your increased International Coverage Facility and Home Care Daily Benefits will be determined as follows.

- 1) Your current International Coverage Facility and Home Care Daily Benefits will be increased by 5%
- 2) Amounts are rounded to the nearest dollar.

The following provisions are added to the section of your Policy entitled **WHEN YOUR POLICY ENDS**.

**Termination of Automatic Compound Inflation – No Maximum Rider**

This Rider will terminate if any of the following events occur.

- 1) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 2) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified.

**Effect of Lapse and Termination of Automatic Compound Inflation – No Maximum Rider**

If your Policy ends and is later reinstated, automatic inflation increases will be made as if your Policy had remained in effect.

If your Policy lapses for non-payment of premium and coverage continues under the Non-Forfeiture Benefit Rider, no increase will be made after the due date of the unpaid premium.

If you elect a lesser Lifetime Maximum under the Contingent Non-Forfeiture provision, no additional increases will be made.

Except as modified above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary

**Long Term Care Insurance  
Optional Inflation Rider  
GUARANTEED PURCHASE OPTION**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider adds a provision to your Policy that allows you to increase your benefit levels as described below, by 5% compounded annually without proof of good health.

The following provision is added to the section entitled **ADDITIONAL POLICY FEATURES**.

**GUARANTEED  
PURCHASE  
OPTION**

Every three years on your Rider's anniversary, while your coverage is in effect, Prudential will increase your Policy Benefits. You will be notified of this increase at least 60 days prior to your Policy Anniversary. You will not have to provide proof of good health to receive this increase.

All increases will occur even if you meet the **Benefit Eligibility Criteria** at the time of the increase.

These increases will occur without taking any action. If you want to decline any increase, you must notify Prudential in writing, within 30 days of receipt of the notification.

The following provision is added to the section entitled **ADDITIONAL POLICY FEATURES**.

**Increases to your  
Policy Benefits**

With each increase, your Policy Benefits that provide coverage for Eligible Charges up to a specified dollar amount per day, per Calendar Year or per lifetime will be increased by 5% compounded annually over the three-year period. Amounts are rounded. The number of days during a Calendar Year for which benefits are payable for Bed Reservation and Respite Care shall remain the same. The number of days during a lifetime for which benefits are payable for International Coverage shall remain the same.

You will receive a new **Schedule of Policy Benefits** following each increase, listing your increased Policy Benefits.

**Increases to your  
Lifetime Maximum**

With each increase, your Lifetime Maximum will be determined as follows.

- 1) If the Lifetime Maximum shown on the **Schedule of Policy Benefits** is Unlimited, your Lifetime Maximum will not change.
- 2) If your Lifetime Maximum shown on the **Schedule of Policy**

**Benefits** is other than Unlimited, your Lifetime Maximum will be determined as follows.

- a) Your Lifetime Maximum remaining as of the Prior Policy Anniversary; **PLUS**
- b) 365 **times** the increase to your Facility Daily Benefit **times** the factor shown on the **Schedule of Policy Benefits**. (The factor is based on the number of years selected for the Lifetime Maximum of your Policy.) **LESS**
- c) Benefits paid under your Policy, if any, in the Prior Policy Year.

The following provisions are added to the section of your Policy entitled **WHEN YOUR POLICY ENDS**.

**Termination of  
Guaranteed  
Purchase Option  
Rider**

This Rider will terminate if any of the following events occur.

- 1) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 2) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified.

**Effect of Lapse and  
Termination of  
Guaranteed  
Purchase Option  
Rider**

If your Policy ends and is later reinstated, increases will be made as if your Policy had remained in effect.

If your Policy lapses for non-payment of premium and coverage continues under the Non-Forfeiture Benefit Rider, no increases will be made after the due date of the unpaid premium.

If you elect a lesser Lifetime Maximum under the Contingent Non-Forfeiture provision, no additional increases will be made.

Except as modified above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary

**Long Term Care Insurance  
Optional Rider  
SHARED CARE RIDER**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider allows your Shared Care Partner to access the benefits available under your Policy once your Shared Care Partner's Policy Lifetime Maximum is exhausted. Furthermore, if your Shared Care Partner dies, we will increase your Lifetime Maximum by the amount of the deceased Shared Care Partner's remaining Lifetime Maximum, if any.

The following provision is added to the section **ADDITIONAL POLICY FEATURES**.

**SHARED CARE  
BENEFIT**

A Shared Care Partner is your Spouse or Domestic Partner whom you have designated on your application as your Shared Care Partner at the time of purchase. Your Shared Care Partner may access any available benefits under your Policy if the following conditions are met.

- 1) Your Shared Care Partner also has the Shared Care Rider in effect and you are the designated Shared Care Partner on his or her Policy.
- 2) You and your Shared Care Partner must have and maintain identical Policy Benefits, including Optional Benefit Riders.
- 3) You and your Shared Care Partner must have elected and maintain the same Premium Payment Option.
- 4) You keep this Rider in force.

If your Shared Care Partner exhausts his or her Lifetime Maximum, we will provide benefits for his or her Eligible Charges under your Policy. Benefits will be paid for your Shared Care Partner in accordance with applicable calendar year limits and lifetime benefit limits of his or her Policy. However, your Shared Care Partner will access benefits in accordance with the then current daily benefits of your Policy in force as of the date your Shared Care Partner's Lifetime Maximum is exhausted.

You and Your Shared Care Partner may receive benefits under your Policy at the same time. In no event will we pay benefits that exceed the Lifetime Maximum of both Policies, unless benefits have been restored in accordance with the Restoration of Benefits provision.

## **Shared Care Partner Death**

If your Shared Care Partner dies while this Policy is in force, we will increase your Lifetime Maximum by the amount of the Shared Care Partner's remaining Lifetime Maximum, if any, as of the date of your Shared Care Partner's death.

This addition to your Lifetime Maximum will not be accessible until your Policy's Lifetime Maximum is exhausted. The amount that is added to your Lifetime Maximum is not subject to any inflation increases, nor can it be restored in accordance with the Restoration of Benefits provision.

Benefits will be available in accordance with all Policy limits, including daily benefits, calendar year limits and lifetime benefits of your Policy.

If your Shared Care Partner dies after your Policy's Lifetime Maximum is exhausted, your coverage will be extended by the amount of the Shared Care Partner's remaining Lifetime Maximum, if any. This amount is not subject to any inflation increases, nor can it be restored in accordance with the Restoration of Benefits provision. Benefits will be available in accordance with all Policy limits, including daily benefits, calendar year limits and lifetime benefits of your Policy that existed on the date your Policy's Lifetime Maximum was exhausted. There is no additional premium due once your coverage has been extended.

## **Exhaustion of Benefits**

If your Shared Care Partner exhausts your Policy's Lifetime Maximum, you may purchase a new policy from Prudential on a guaranteed issue basis. Your Shared Care Partner will not have access to the benefits of this new policy.

You may only purchase a policy with a two year Lifetime Maximum. You may elect a Facility and Home Care Daily Benefit up to that which existed on the date your Policy's Lifetime Maximum was exhausted. Your new policy can include any Optional Riders that were in force on the date your Policy's Lifetime Maximum was exhausted, with the exception of the Shared Care Rider. Your age at the time you purchase this new policy is used to rate that policy and any Optional Riders. The amount of your premium is calculated using the rates then in effect for the benefits you chose.

You may not elect to purchase this new policy if the following conditions apply.

- 1) You met the Benefit Eligibility Criteria during the two year period prior to the day your Policy's Lifetime Maximum was exhausted.
- 2) You are age 91 or older on the day your Policy's Lifetime Maximum was exhausted.

We will notify you of your right to purchase a new policy. We must receive written application for this new policy from you within 45 days of the date of our notice.

**Waiver of Premium**

The premiums for your Policy will be waived only after you meet the Benefit Eligibility Criteria and satisfy any applicable Elimination Period. Your Shared Care Partner cannot activate the Waiver of Premium provision of your Policy.

**Restoration of Benefits**

Your Lifetime Maximum can only be restored by your satisfaction of the conditions stated in your Policy. Your Shared Care Partner cannot activate the restoration of benefits provision of your Policy.

The following provision is added to the section of your Policy entitled **WHEN YOUR POLICY ENDS**.

**Termination of Shared Care Rider**

This Rider will terminate if any of the following events occur.

- 1) The relationship with your Shared Care Partner ends. This Rider will end as of the date we receive notice that the relationship ended.
- 2) Your Policy lapses for non-payment of premium. This Rider will end as of the due date of the unpaid premium.
- 3) The Policy in effect for your Shared Care Partner lapses for non-payment of premium. This Rider will end as of his or her Policy due date of the unpaid premium and your premium will be adjusted accordingly.
- 4) Your Shared Care Partner dies. This Rider will end as of the date of your Shared Care Partner's death.
- 5) You send a written request to terminate this Rider. This Rider will end as the date the request is received, unless a later date is specified.
- 6) The Lifetime Maximum under both your Policy and your Shared Care Partner's Policy has been exhausted.
- 7) Your Policy lapses for non-payment of premium and coverage continues under the Non-Forfeiture Benefit Rider.
- 8) You elect a lesser Lifetime Maximum under the Contingent Non-forfeiture provision.

Except as mentioned above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary



**Long Term Care Insurance  
Optional Rider  
JOINT WAIVER OF PREMIUMS BENEFIT**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider adds a provision that waives the premium as described below, for your spouse's or Domestic Partner's Individual Long Term Care Insurance Policy issued by Prudential, under the same conditions that your premiums are waived.

All references within your Policy to Premium Payment are amended by this provision.

The following provision replaces the subsection entitled **Waiver of Premiums** under the Section entitled **ADDITIONAL POLICY FEATURES**.

**JOINT WAIVER OF  
PREMIUMS**

After you meet the Benefit Eligibility Criteria and satisfy any applicable Elimination Period, the premiums for your Policy will be waived.

Waiver of premiums is subject to these rules.

- 1) Waiver begins on the day following the date you satisfy your Elimination Period.
- 2) Waiver ends on the date your period of being Chronically Ill ends.

Premiums will not be waived if you are only receiving Hospice Care, Respite Care, Home Support Services or Information Services

Premiums will also be waived on the Long Term Care Insurance Policy issued by Prudential to your spouse or Domestic Partner. Both policies must meet these two conditions.

- 1) They must be issued at the same time or within 6 months of the earliest to be issued.
- 2) They must be in effect on the date you are certified as being Chronically Ill.

The **JOINT WAIVER OF PREMIUMS** benefit is subject to these rules.

- 1) Waiver for both policies begins on the first day after the date you satisfy the Elimination Period.
- 2) Waiver of the premiums for your spouse's or Domestic Partner's policy applies only to coverage in effect on the date

you are certified as being Chronically Ill. Waiver for both policies ends on earliest of these dates.

- a) The date you are no longer Chronically Ill.
- b) The date your Lifetime Maximum is exhausted.

Premiums for both policies will again become due on the first day after the date you are no longer Chronically Ill. If, however, the Premium Payment Option for that Policy or both Policies is other than Lifetime, and the premium payment period ends during the time premiums are waived under this provision, no further premiums for that Policy will be required.

If modal premiums are paid beyond the date that waiver of premium will begin, we will pro-rate the portion of the modal premium that applies for the time after waiver begins, and refund that portion of the premium.

The following provision is added to the section of your Policy entitled **WHEN YOUR POLICY ENDS**.

**Termination of  
Joint Waiver of  
Premiums Benefit  
Rider**

This Rider will terminate if any of the following events occur.

- 1) You, your spouse or Domestic Partner dies. This Rider will end as of the date of death.
- 2) The spousal relationship ends in a divorce or annulment, or, when the Domestic Partner no longer qualifies as a Domestic Partner. This Rider will end as of the date we receive written notice that the relationship ended.
- 3) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 4) Your Policy lapses for non-payment of premium and coverage continues under the Non-Forfeiture Benefit Rider.
- 5) You elect a lesser Lifetime Maximum under the Contingent Non-Forfeiture provision.
- 6) The policy in effect for your spouse or Domestic Partner lapses for non-payment of premium. This Rider will end as of the due date of the unpaid premium.
- 7) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified.
- 8) The policy in effect for your spouse or Domestic Partner becomes paid up.
- 9) The policy in effect for your spouse or your Domestic Partner ends because the Lifetime Maximum is exhausted.

Except as modified above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

*Kathleen M. Gibson*  
Secretary



**Long Term Care Insurance  
Optional Rider  
SURVIVOR WAIVER OF PREMIUMS BENEFIT**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for definitions.

This Rider adds a waiver of premiums benefit as described below, in the event your Spouse or Domestic Partner dies.

All references within your Policy to Premium Payment are amended by this provision.

The following provision is added to the subsection entitled **Waiver of Premiums** under the Section entitled **ADDITIONAL POLICY FEATURES**.

**SURVIVOR  
WAIVER OF  
PREMIUMS**

Prudential will waive premium for your Policy in the event your Spouse or Domestic Partner dies. For waiver of premium to begin, all of the following conditions must be met.

- 1) A Prudential Individual Long Term Care Insurance Policy must be in effect for both you and your Spouse or Domestic Partner.
- 2) Both policies and this Rider must be in effect for at least 10 years.
- 3) Both policies and this Rider must be in effect at the time of death of your Spouse or Domestic Partner.
- 4) Long Term Care Insurance benefits have not been paid under either policy during the first 10 years the policies and this Rider were in-force, prior to the death of your Spouse or Domestic Partner.

The **SURVIVOR WAIVER OF PREMIUMS** benefit is subject to these rules.

- 1) Premiums are waived for coverage in effect under your Policy on the date of death of your Spouse or Domestic Partner.
- 2) Waiver begins on the first day after the date of death of your Spouse or Domestic Partner.
- 3) Waiver continues until your Policy would otherwise end if your Premium Payment Option is Lifetime.
- 4) If the Premium Payment Option for your Policy is other than Lifetime, and the premium payment period ends during the time premiums are waived under this provision, no further

premiums for your Policy will be required.

If modal premiums are paid beyond the date that waiver of premium will begin, we will pro-rate the portion of the modal premium that applies for the time after waiver begins. We will refund the pro-rated portion of the premium.

The following provision is added to the section of your Policy entitled **WHEN YOUR POLICY ENDS**.

**Termination of  
Survivor Waiver of  
Premiums Benefit  
Rider**

This Rider will terminate if any of the following events occur.

- 1) You or your Spouse or Domestic Partner receives benefits during the first 10 years the policies and this Rider are in-force.
- 2) Your Policy becomes paid up under the Premium Payment Option you have selected.
- 3) Your Spouse or Domestic Partner dies prior to the 10<sup>th</sup> Policy Anniversary. This Rider will end as of the date of death.
- 4) The Spousal relationship ends in a divorce or annulment, or, when the Domestic Partner no longer qualifies as a Domestic Partner. This Rider will end as of the date we receive notice that the relationship ended.
- 5) Your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 6) Your Policy lapses for non-payment of premium and coverage continues under the Non-Forfeiture Benefit Rider.
- 7) You elect a lesser Lifetime Maximum under the Contingent Non-Forfeiture provision.
- 8) The Policy in effect for your Spouse or Domestic Partner lapses. This Rider will end as of the due date of the unpaid premium.
- 9) The policy in effect for your Spouse or your Domestic Partner ends because the Lifetime Maximum is exhausted.
- 10) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified in the written request.

Except as mentioned above, all other terms and conditions of your Policy remain the same.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary

**Long Term Care Insurance  
Optional Rider  
NON-FORFEITURE BENEFIT**

This Rider is issued in consideration of your Application and payment of the full modal premium. It becomes a part of your Policy. It takes effect on the Effective Date stated for this Rider in the **Schedule of Policy Benefits**. Please refer to the **Glossary** in your Policy for the definitions.

This Rider adds a provision to your Policy that extends coverage as described below, for a shortened benefit period if your Policy ends due to non-payment of premium. Your Policy and this Rider must have the same effective date.

The **Contingent Non-Forfeiture Provisions** in the **PREMIUMS** section of your Policy is replaced by the following.

**NON-FORFEITURE  
BENEFIT**

If your Policy ends due to non-payment of premium, your coverage will be extended as a Non-Forfeiture Benefit unless either of the following occurs.

- 1) Your Policy ends before its third anniversary.
- 2) You have already received benefits that equal or exceed the total amount of premiums paid for your Policy.

**Shortened Benefit  
Period**

Under the Non-Forfeiture Benefit, benefits will be payable based on the Facility and Home Care Daily Benefits in effect on the date your coverage would otherwise have ended. However, there will be a reduced Lifetime Maximum. A reduced Lifetime Maximum means that your benefits will be payable for a shorter length of time. The reduced Lifetime Maximum will be equal to the greater of items 1) or 2).

- 1) 30 times the Facility Care Daily Benefit in effect at the time your Policy ends, up to the Lifetime Maximum in effect on the date your Policy would otherwise have ended.
- 2) The total amount of premiums paid for your Policy, and any optional Riders, less the sum of all benefits paid on your behalf, while your Policy is in effect.

**Effect on Optional Riders**

If your Policy includes Optional Riders other than the **Cash Benefit Rider**, **Flexile Cash Benefit Rider** or the **Monthly Benefit Rider**, those other Riders will end on the due date of the unpaid premium.

If your Policy includes an Optional Inflation Rider, Inflation increases will not occur for coverage under this Non-Forfeiture Benefit.

The following provisions are added to the section entitled **WHEN YOUR POLICY ENDS**.

**Non-Forfeiture Benefit**

If your Policy would have ended due to non-payment of premium because you fail to pay the full modal premium required for your Policy when due or in accordance with the Grace Period provision, your coverage shall be extended in accordance with the provisions of the **Non-Forfeiture Benefit Rider**.

**Termination of Non-Forfeiture Benefit Rider**

This Rider will terminate if any of the following events occur.

- 1) Before your third Policy Anniversary, your Policy lapses because you fail to pay the full modal premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.
- 1) Your Policy becomes paid up under the Premium Payment Option you have selected.
- 2) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified in the written request.

Except as modified above, all other terms and conditions of your Policy remain the same.

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