

Date: 12/29/09

As recommended by the Product Standards Committee

Highlighting reflects disposition of public comments received 11/17 and 12/17

SELF-CERTIFICATION STANDARDS FOR FORMS REQUIRED TO BE USED WITH AN INDIVIDUAL LONG TERM CARE INSURANCE APPLICATION

- SUITABILITY FORMS
- POTENTIAL RATE INCREASE DISCLOSURE FORM
- REPLACEMENT NOTICE
- HIPAA MEDICAL AUTHORIZATION

Scope: These standards are intended to apply to the forms that are required to be used with individual long term care applications. ~~These forms may be filed on a self-certification basis in accordance with the Interstate Insurance Product Regulation Commission's Rule for such filings. Any deviation from the standards prescribed shall require prior approval.~~ References to Appendices A, B, C or D in these standards shall be deemed to only require companies to comply with the requirements as they are applicable to individual long term care insurance forms.

Mix and Match: These standards are not available to be used in combination with State Product Components as described in Section 110(b) of the Operating Procedure for the Filing and Approval of Product Filings.

Self-Certification: At the time of its review, the Product Standards Committee recognizes that, pending adoption of an operating procedure for a self-certification process, forms filed under these standards may be filed on a self-certification basis. Any substantive deviation from the standards prescribed shall require prior approval.

As used in these standards the following definitions apply:

"Issue age rate schedules" are rate schedules where premiums are based on issue age and where premiums are not expected to change during the premium-paying period due to attained age or duration since issue. Single premium and limited pay plans (e.g. 20-pay policy) are allowed under this definition. The addition of increases in the benefit level that require additional premium, based on the issue age rate schedule applied at an insured's current age at the time of each increase in the benefit level, are allowed under this definition.

"Modified rate schedules" are rate schedules where premiums are based on issue age and where premiums are scheduled to increase during the premium-paying period according to a specified pattern due to attained age or duration since issue as permitted by Section 2B(6) of the Rate Filing Standards for Individual Long Term Care Insurance—Modified Rate Schedules. Limited pay policies (e.g. 20-pay policy) and noncancellable policies are allowed under this definition.

"Premium rate schedule increase" shall mean an increase to either of the above two rate schedules approved to apply to in-force policies.

"Similar policy forms" means all of the long-term care insurance policies and certificates issues by the company in the same long-term care benefit classification as the policy being considered. For purposes of determining similar policy forms, long-term care benefit classifications are defined as follows: institutional long-term care benefits only, non-institutional long-term care benefits only, or comprehensive long-term care benefits.

"Model Act" means the NAIC Long-Term Care Insurance Model Act (#640) as adopted by the NAIC on September 1, 2000 and as subsequently amended.

"Model Regulation" means the NAIC Long-Term Care Insurance Model Regulation (#641) as adopted by the NAIC on September 1, 2000 and as subsequently amended.

§ 1. FORM REQUIREMENTS

A. SUITABILITY FORMS

(1) *Long Term Care Insurance Personal Worksheet.*

- (a) The standards for the Personal Worksheet shall be, at a minimum, those prescribed in Appendix A of these standards. ~~in not and the text used shall not be~~ less than 12-point type.
- (b) The company may request the applicant to provide additional information to comply with its suitability standards. ~~will be those prescribed in Section 24, Suitability, and Appendix B, Personal Worksheet, of the Model Regulation.~~
- (c) The Rate Increase History section of the Personal Worksheet shall accurately list each premium increase the company has instituted on this or similar policy forms in any state during the last 10 years. The list shall provide the policy form, the calendar years the form was available for sale, and the calendar year and the amount (percentage) of each increase. The company shall provide minimum and maximum percentages if the rate increase is variable by rating characteristics. The company may provide, in a fair manner, additional explanatory information as appropriate. Supporting documentation for each state validating the Rate Increase History section of the Personal Worksheet shall also be included with the filing.

Drafting Note: Standard based on Section 24, Suitability, and Appendix B, Personal Worksheet, of the Model Regulation.

- (2) ***Things You Should Know Before You Buy Long Term Care Insurance.*** The standards for this disclosure ~~will shall~~ be those prescribed in ~~Section 24, Suitability, and Appendix C, Disclosure Form, of the Model Regulation~~ Appendix B of these standards. ~~in not and the text used shall not be~~ less than twelve (12) point type.

Drafting Note: Standard based on Section 24, Suitability, and Appendix C, Disclosure Form, of the Model Regulation.

B. POTENTIAL RATE INCREASE DISCLOSURE FORM

- (1) The standards for this disclosure ~~will shall~~ be those prescribed in ~~this subsection and Appendices A and C~~ Appendix C of these standards.
- (2) This disclosure is not applicable to noncancellable policies, including single premium policies.
- (3) The company shall provide a Potential Rate Increase Disclosure Form that shall contain:
 - (a) A statement that the policy may be subject to ~~rate premium rate schedule~~ increases in the future;
 - (b) An explanation of potential future premium rate ~~schedule~~ revisions, and the applicant's option(s) in the event of a premium rate ~~schedule~~ revision;
 - (c) The premium rate schedule applicable to the applicant that will be in effect until a request is made for an increase;
 - (d) A general explanation for applying premium rate schedule adjustments that shall include:

- (i) A description of when premium rate schedule adjustments will be effective (e.g., next anniversary date, next billing date, etc.); and
- (ii) The right to a revised premium rate schedule as provided in Item (3)(f)(4)(e) if the premium rate schedule is changed;
- (e) (i) Information regarding each premium rate schedule increase on this policy form or similar policy forms over the past 10 years nationwide that, at a minimum, identifies:
 - (I) The policy forms for which premium rate schedule has been increased;
 - (II) The calendar years when the form was available for purchase; and
 - (III) The amount or percent of each premium rate schedule increase. The percentage may be expressed as a percentage of the premium rate prior to the increase, and may also be expressed as minimum and maximum percentages if the rate increase is variable by rating characteristics.
- (ii) The company may, in a fair manner, provide additional explanatory information related to the premium rate schedule increases.
- (iii) The company may exclude from the disclosure premium rate schedule increases that only apply to blocks of business acquired from other nonaffiliated companies or long-term care policies acquired from other nonaffiliated companies when those increases occurred prior to the acquisition.
- (f) If an acquiring company files for a premium rate schedule increase on a long-term care policy form or forms acquired from nonaffiliated companies or a block of policy forms acquired from nonaffiliated companies, on or before the later of the effective date of this section or the end of within a twenty-four-month period following the acquisition of the block or policies the policy form or forms.
 - (i) The acquiring company may exclude that premium rate schedule increase from the disclosure; and
 - (ii) The nonaffiliated selling company shall include the disclosure of that premium rate schedule increase.
- (g) If the acquiring company in Item (43)(f) files for a subsequent premium rate schedule increase, even within the 24-month period, on the same policy form or forms acquired from nonaffiliated companies or block of policy forms acquired from nonaffiliated companies referenced in Item (43)(f) the acquiring company shall make all disclosures required by Item (43)(e), including disclosure of the earlier premium rate schedule increase referenced in Item (43)(f).

Drafting Note: Section 10 requires that the commissioner be provided with any information to be disclosed to applicants. Information about past rate increases needs to be reviewed carefully. If the company expects to provide additional information (such as a brief description of significant variations in policy provisions if the form is not the policy form applied for by the applicant or information about policy forms offered during or before the calendar years of forms with premium rate schedule increases), the Interstate Insurance Product Regulation Commission should be satisfied that the additional information is fairly presented in relation to the information about premium rate schedule increases.

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~~**Drafting Note:** It is intended that the disclosures in Section 9B Item (4) be made to the employer in those situations where the employer is paying all the premium, with no contributions or coverage elections made by individual employees. In addition, if the employer has paid the entire amount of any premium increases, there is no need for disclosure of the increases to the applicant for a new certificate.~~

~~**Drafting Note:** States should be aware of and review situations where a group policy is no longer being issued but new certificates are still being added to existing policies.~~

~~C.(5) The form may include a section for the applicant to sign an acknowledgement of receipt of the disclosure. An The applicant shall sign an acknowledgement at the time of application, unless the method of application does not allow for signature at that time, that the insurer company made the disclosure required under Subsection B(1) and (5) Items (4)(a) and (e). If due to the method of application the applicant cannot sign an acknowledgement at the time of application, the applicant shall sign no later than at the time of delivery of the policy or certificate.~~

~~D. An insurer shall use the forms in Appendices A and C to comply with the requirements of Subsections B and C of this section.~~

Drafting Note: Standard based on Section 9, Required Disclosure of Rating Practices to Consumer and Appendix F, Potential Rate Increase Disclosure Form, of the Model Regulation.

C. NOTICE TO APPLICANT REGARDING REPLACEMENT OF INDIVIDUAL ACCIDENT AND SICKNESS OR LONG-TERM CARE INSURANCE

(1) If it is determined that a sale will involve replacement, the company shall provide a Notice to Applicant Regarding Replacement of Individual Accident and Sickness or Long-Term Care Insurance in the manner prescribed in Appendix D of these standards.

Drafting Note: Standard based on ~~The standards for this notice will be those prescribed in~~ Section 14, Requirement for Application Forms and Replacement Coverage, of the Model Regulation.

D. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA) MEDICAL AUTHORIZATION

(1) The standards for the authorization shall be those prescribed in the Act and as later prescribed in the HIPAA Privacy Rule 45 C.F.R. 164.500, et al.

§ 2. ADDITIONAL SUBMISSION REQUIREMENTS

A. GENERAL

The following additional filing submission requirements shall apply:

- (1) All forms filed shall be included with the filing. Changes to a previously approved form shall be highlighted.
- (2) If a filing is being submitted on behalf of a company, include a letter or other document authorizing the firm to file on behalf of the company.:-
- ~~(3) Include a certification signed by a company officer that the form has a minimum Flesch score of 50.~~
- (4) Include a statement of the types of policy forms which will be used with the form.

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- (5) Include a statement of how the form will be used, such as paper or electronic. For electronic uses, the company shall describe the procedures that will be used to verify the authenticity of the transaction.

B. VARIABILITY OF INFORMATION

- (1) The company may identify items that will be considered variable in the forms, but such variability shall be limited to that permitted in the respective Model Regulation and Model Act.
- (2) If the form contains variable items, each item shall be bracketed or otherwise marked to denote variability. The submission shall include a Statement of Variability that will discuss both the conditions under which each variable item may change as well as the alternative content to which the item may change language that may be used. The Statement of Variability shall present reasonable and realistic illustrations of how the item may change. The submission shall also include a certification that any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section.
- (3) Notwithstanding paragraph (1) above, items such as the company address and telephone number may be denoted as variable and changed without notice or prior approval.

C. COVER PAGE OR FIRST PAGE

- (1) The full corporate name, including city and state of the company shall appear in prominent print on the cover page or first page of the form. "Prominent print" means, for example, all capital letters, contrasting color, underlined or otherwise differentiated from the other type on the form.
- (2) A marketing name or logo may also be used on the cover page or first page of the form provided that the marketing name or logo does not mislead as to the identity of the company.
- (3) Each company's complete mailing address shall appear on the cover page or first page of the form.
- (4) A form identification number shall appear at the bottom of the form in the lower left hand corner of the form. The form number shall be adequate to distinguish the form from all others used by the company. The form number shall include a prefix of ICCxx (where xx represents the appropriate year the form was submitted for filing) to indicate it has been approved by the Interstate Insurance Product Regulation Commission.

APPENDIX A

**Long Term Care Insurance
Personal Worksheet**

Drafting Note: References to group policies in these standards shall not apply to applications for individual long term care insurance forms.

People buy long-term care insurance for many reasons. Some don't want to use their own assets to pay for long-term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long term care insurance may be expensive, and may not be right for everyone.

By state law, the insurance company must fill out part of the information on this worksheet and ask you to fill out the rest to help you and the company decide if you should buy this policy.

Premium Information for Issue Age Rate Schedules

Policy Form Numbers _____

The premium for the coverage you are considering will be [\$ _____ per month, or \$ _____ per year.]
[a one-time single premium of \$ _____.]

Type of Policy (noncancellable/guaranteed renewable): _____

The Company's Right to Increase Premiums: _____
[The company cannot raise your rates on this policy.] [The company has a right to increase premiums on this policy form in the future, provided it raises rates for all policies in the same class in this state.]
[Insurers shall use appropriate bracketed statement. Rate guarantees shall not be shown on this form.]]

Premium Information for Modified Rate Schedules

Policy Form Numbers _____ [If the company uses different form numbers for modified rate schedule.]

The premium for the coverage you are considering will be [\$ _____ per month, or \$ _____ per year.]
for the first year. The premium for your policy is scheduled to increase every [year, _____ years] until you reach age { ____ }. It is not scheduled to increase thereafter. A complete description of each premium you are scheduled to pay will be provided with your policy.

Type of Policy (noncancellable/guaranteed renewable): _____

The Company's Right to Increase Premiums: _____
[The company cannot increase the premium schedule on this policy.] [The company has a right to increase the premium rate schedule on this policy form in the future, provided it raises rates for all policies in the same class in this state.] [Insurers/Companies shall use appropriate bracketed statement. Rate guarantees shall not be shown on this form.]]

Drafting Note: Insurers shall use appropriate bracketed statement. Rate guarantees shall not be shown on this form.

Rate Increase History

The company has sold long-term care insurance since [year] and has sold this policy since [year]. [The company has never raised its rates for any long-term care policy it has sold in this state or any other state.]
[The company has not raised its rates for this policy form or similar policy forms in this state or any other

Comment [BMCELDUF1]: The PSC determined that using one personal worksheet in the standards would ensure that an applicant gets all the information needed to make a rate schedule decision in one place, without having duplicative information on multiple forms filed for approval or presented to applicants. The applicant will have the option of selecting issue age or modified rate schedule rates, so the options should be presented in the same place for comparison.

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state in the last 10 years.] [The company has raised its premium rates on this policy form or similar policy forms in the last 10 years. Following is a summary of the rate increases.]

Drafting Note: A company may use the first bracketed sentence above only if it has never increased rates under any prior policy forms in this state or any other state. The issuer company shall list each premium increase it has instituted on this or similar policy forms in this state or any other state during the last 10 years. The list shall provide the policy form, the calendar years the form was available for sale, and the calendar year and the amount (percentage) of each increase. The insurer company shall provide minimum and maximum percentages if the rate increase is variable by rating characteristics. The insurer company may provide, in a fair manner, additional explanatory information as appropriate.

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APPENDIX A, Continued

Questions Related to Your Income

How will you pay each year's premium?

From my Income From my Savings/Investments My Family will Pay

Have you considered whether you could afford to keep this policy if the premium schedule you were initially shown went up, for example, by 20-30%?

Since you have selected a modified premium rate schedule, have you considered whether you could afford to keep this policy at the future scheduled premium rates, and even if the future scheduled premium rates went up, for example, by 30%?

Comment [BMCELDUF2]: The PSC added this additional bracketed question to be specific to applicants considering modified rate schedule.

Drafting Note: The company is not required to use the bracketed sentence if the policy is fully paid up or is a noncancellable policy.

What is your annual income? (check one) Under \$10,000 \$10-20,000 \$20-30,000 \$30-50,000 Over \$50,000 or over

Drafting Note: The company may choose the numbers to put in the brackets to fit its suitability standards.

How do you expect your income to change over the next 10 years? (check one)

No change Increase Decrease

If you will be paying premiums with money received only from your own income, a rule of thumb is that you may not be able to afford this policy if the premiums will be more than 7% of your income.

Will you buy inflation protection? (check one) Yes No

If not, have you considered how you will pay for the difference between future costs and your daily benefit amount?

From my Income From my Savings/Investments My Family will Pay

The national average annual cost of care in [insert year] was [insert \$ amount], but this figure varies across the country. In ten years the national average annual cost would be about [insert \$ amount] if costs increase 5% annually.

Comment [BMCELDUF3]: The PSC decided not to add a drafting note about the fact that inflation protection is included in a modified rate schedule product. The difference should be handled in the application and selection process rather than making the worksheet more complex.

Drafting Note: The projected cost can be based on federal estimates in a current year. In the above statement, the second figure equals 163% of the first figure.

What elimination period are you considering? Number of days _____ Approximate cost \$ _____ for that period of care.

How are you planning to pay for your care during the elimination period? (check one)

From my Income From my Savings/Investments My Family will Pay

Questions Related to Your Savings and Investments

Not counting your home, about how much are all of your assets (your savings and investments) worth? (check one)

Under \$20,000 \$20,000-\$30,000 \$30,000-\$50,000 Over \$50,000 or over

How do you expect your assets to change over the next ten years? (check one)

Stay about the same Increase Decrease

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If you are buying this policy to protect your assets and your assets are less than \$30,000, you may wish to consider other options for financing your long-term care.

Disclosure Statement

<input type="checkbox"/> <u>The answers to the questions above describe my financial situation.</u> <u>Or</u> <input type="checkbox"/> <u>I choose not to complete this information.</u> (Check one.)
<input type="checkbox"/> <u>I acknowledge that the carrier and/or its agent (below) has reviewed this form with me including the premium, premium rate increase history and potential for premium increases in the future. [For direct mail situations, use the following: I acknowledge that I have reviewed this form including the premium, premium rate increase history and potential for premium increases in the future.] I understand the above disclosures. <u>I understand that the rates for this policy may increase in the future.</u> (This box must be checked).</u>

Signed: _____
(Applicant) (Date)

I explained to the applicant the importance of completing this information.

Signed: _____
(Agent) (Date)

Agent's Printed Name: _____]

[In order for us to process your application, please return this signed statement to [name of company], along with your application.]

[My agent has advised me that this policy does not seem to be suitable for me. However, I still want the company to consider my application.]

Signed: _____]
(Applicant) (Date)

Drafting Note: Choose the appropriate sentences depending on whether this is a direct mail or agent sale.

The company may contact you to verify your answers.

Drafting Note: When the Long-Term Care Insurance Personal Worksheet is furnished to employees and their spouses under employer group policies, the text from the heading "Disclosure Statement" to the end of the page may be removed.

APPENDIX B

Things You Should Know Before You Buy Long-Term Care Insurance

Long-Term Care Insurance

- A long-term care insurance policy may pay most of the costs for your care in a nursing home. Many policies also pay for care at home or other community settings. Since policies can vary in coverage, you should read this policy and make sure you understand what it covers before you buy it.
- [You should **not** buy this insurance policy unless you can afford to pay the premiums every year.] [Remember that the company can increase premiums in the future.]

Drafting Note: For single premium policies, delete this bullet; for noncancellable policies, delete the second sentence only.

- The personal worksheet includes questions designed to help you and the company determine whether this policy is suitable for your needs.

Medicare

- Medicare does **not** pay for most long-term care.

Medicaid

- Medicaid will generally pay for long-term care if you have very little income and few assets. You probably should **not** buy this policy if you are now eligible for Medicaid.
- Many people become eligible for Medicaid after they have used up their own financial resources by paying for long-term care services.
- When Medicaid pays your spouse's nursing home bills, you are allowed to keep your house and furniture, a living allowance, and some of your joint assets.
- Your choice of long-term care services may be limited if you are receiving Medicaid. To learn more about Medicaid, contact your local or state Medicaid agency.

Shopper's Guide

- Make sure the insurance company or agent gives you a copy of a book called the National Association of Insurance Commissioners' "A Shopper's Guide to Long-Term Care Insurance." Read it carefully. If you have decided to apply for long-term care insurance, you have the right to return the policy within 30 days and get back any premium you have paid if you are dissatisfied for any reason or choose not to purchase the policy.

Counseling

- Free counseling and additional information about long-term care insurance are available through your state's insurance counseling program. ~~Contact the state agency listed in Shopper's Guide to Long Term Care Insurance your state insurance department department on aging for more information about the senior health insurance counseling program in your state. For more information about the senior health insurance counseling program in your state, contact the state agency listed in the Directories in the above mentioned Shopper's Guide To Long Term Care Insurance.~~

Comment [BMCELDUF4]: The PSC changed this wording to be consistent with the wording suggested in public comments to the Outline of Coverage.

Facilities

- Some long-term care insurance contracts provide for benefit payments in certain facilities only if they are licensed or certified, such as in assisted living centers. However, not all states regulate these facilities in the same way. Also, many people move into a different state from where they purchased their long-term care insurance policy. Read the policy carefully to determine what types of facilities qualify for benefit payments, and to determine that payment for a covered service will be made if you move to a state that has a different licensing scheme for facilities than the one in which you purchased the policy.

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APPENDIX C

Instructions:

This form provides information to the applicant regarding premium rate schedules, rate schedule adjustments, potential rate revisions, and policyholder options in the event of a rate increase.

The information to be displayed may vary as to whether the applicant is an individual or a group applicant.

The Company shall provide all of the following information to the applicant:

Long Term Care Insurance Potential Rate Increase Disclosure Form

1. ~~[[Premium Rate] [Premium Rate Schedules]: [Premium rate] [Premium rate schedules] that [is][are] applicable to you and that will be in effect until a request is made and [filed][approved] for an increase [is][are] [on the application][S _____]]~~

Drafting Note: Use "approved" in states requiring prior approval of rates.

~~[[Premium Rate for Issue Age Rate Schedules: Premium rate that ~~is~~ would be applicable to you and that ~~will~~ would be in effect until a request is made and ~~filed~~approved for an increase is [on the application][S _____] [contained in your policy].]~~

~~[[Premium Rate Schedules for Modified Rate Schedules: A premium rate schedule that increases until age [] ~~is~~ would be applicable to you and ~~will~~ would be in effect until a request is made and ~~filed~~approved for a premium rate schedule increase. The premium rate schedule for your policy until then ~~is~~ would be [on the application][S _____] [contained in your policy].]~~

2. ~~The [premium] [premium rate schedule] for this policy [will be shown on the schedule specifications page of] [will be attached to] your policy.~~

3. **Rate Schedule Adjustments:**

The company will provide a description of when premium rate or rate schedule adjustments will be effective (e.g., next anniversary date, next billing date, etc.) (fill in the blank):

4. **Potential Rate Revisions:**

~~This policy is Guaranteed Renewable. This means that the [premium rate][premium rate schedule] for this product may be increased in the future. Other than as [shown on the schedule page of] [shown on the specifications schedule page of] [attached to] your policy, ~~Y~~your [premium rate][premium rate schedule] rate can NOT be increased due to your increasing age or declining health, but your [premium rate][premium rate schedule] rates may go up ~~on a class basis~~ based on the experience of all policyholders with this policy form or policies with similar benefits and underwriting ~~a policy similar to yours~~.~~

~~If you receive a [premium rate] ~~-or-~~ [premium rate schedule] increase in the future, you will be notified of the new premium amount and you will be able to exercise at least one of the following options:~~

- Pay the increased premium and continue your policy in force as is.
- Reduce your policy benefits to a level such that your premiums will not increase. (Subject to state law minimum standards.)

Comment [BMCELDUF5]: The PSC removed the brackets for issue age rate schedules, so that the applicant is always informed about the premium under an issue age product. The PSC noted that the model allows for modified rate schedules, but modified rate schedules have not been widely used to date. The PSC views the disclosure of both options as an additional consumer protection that is consistent with the long term care standards, which require an issue age rate schedule to be offered if a modified rate schedule is offered.

Comment [BMCELDUF6]: The PSC removed the option of attaching the rate schedule because the policy standards require the rate schedule to be provided on the specifications page.

Comment [BMCELDUF7]: The PSC made these changes to clarify the term "similar" because of consumer complaints.

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- Exercise your nonforfeiture option if purchased. (This option is available for purchase for an additional premium.)
- Exercise your contingent nonforfeiture rights.* (This option may be available if you do not purchase a separate nonforfeiture option.)

Turn the Page

APPENDIX C, Continued

* Contingent Nonforfeiture

If the [premium rate][premium rate schedule] for your policy goes up in the future and you didn't buy a nonforfeiture option, you may be eligible for contingent nonforfeiture. Here's how to tell if you are eligible:

You will keep some long-term care insurance coverage, if:

- Your premium after the increase exceeds [your original premium][the appropriate premium from your original premium rate schedule] by the percentage shown (or more) in the following table; and
- You lapse (not pay more premiums) within 120 days of the increase.

The amount of coverage (i.e., new lifetime maximum benefit amount) you will keep will equal the total amount of premiums you've paid since your policy was first issued. If you have already received benefits under the policy, so that the remaining maximum benefit amount is less than the total amount of premiums you've paid, the amount of coverage will be that remaining amount.

Except for this reduced lifetime maximum benefit amount, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Should you choose this Contingent Nonforfeiture option, your policy, with this reduced maximum benefit amount, will be considered "paid-up" with no further premiums due.

Example:

- You bought the policy at age 65 and paid the \$1,000 annual premium for 10 years, so you have paid a total of \$10,000 in premium.
- In the eleventh year, you receive a rate increase of 50%, or \$500 for a new annual premium of \$1,500, and you decide to lapse the policy (not pay any more premiums).
- Your "paid-up" policy benefits are \$10,000 (provided you have a least \$10,000 of benefits remaining under your policy.)

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APPENDIX C, Continued

<u>Contingent Nonforfeiture</u> <u>Cumulative Premium Increase over Initial Premium</u> <u>That qualifies for Contingent Nonforfeiture</u>	
(Percentage increase is cumulative from date of original issue. It does NOT represent a one-time increase.)	
<u>Issue Age</u>	<u>Percent Increase Over Initial Premium</u>
<u>29 and under</u>	<u>200%</u>
<u>30-34</u>	<u>190%</u>
<u>35-39</u>	<u>170%</u>
<u>40-44</u>	<u>150%</u>
<u>45-49</u>	<u>130%</u>
<u>50-54</u>	<u>110%</u>
<u>55-59</u>	<u>90%</u>
<u>60</u>	<u>70%</u>
<u>61</u>	<u>66%</u>
<u>62</u>	<u>62%</u>
<u>63</u>	<u>58%</u>
<u>64</u>	<u>54%</u>
<u>65</u>	<u>50%</u>
<u>66</u>	<u>48%</u>
<u>67</u>	<u>46%</u>
<u>68</u>	<u>44%</u>
<u>69</u>	<u>42%</u>
<u>70</u>	<u>40%</u>
<u>71</u>	<u>38%</u>
<u>72</u>	<u>36%</u>
<u>73</u>	<u>34%</u>
<u>74</u>	<u>32%</u>
<u>75</u>	<u>30%</u>
<u>76</u>	<u>28%</u>
<u>77</u>	<u>26%</u>
<u>78</u>	<u>24%</u>
<u>79</u>	<u>22%</u>
<u>80</u>	<u>20%</u>
<u>81</u>	<u>19%</u>
<u>82</u>	<u>18%</u>
<u>83</u>	<u>17%</u>
<u>84</u>	<u>16%</u>
<u>85</u>	<u>15%</u>
<u>86</u>	<u>14%</u>
<u>87</u>	<u>13%</u>
<u>88</u>	<u>12%</u>
<u>89</u>	<u>11%</u>
<u>90 and over</u>	<u>10%</u>

Date: 12/29/09

As recommended by the Product Standards Committee

Highlighting reflects disposition of public comments received 11/17 and 12/17

APPENDIX C, Continued

[The following contingent nonforfeiture disclosure need only be included for those limited pay policies to which Sections 28D(4) and 28D(6) of the regulation are applicable.]

In addition to the contingent nonforfeiture benefits described above, the following reduced “paid-up” contingent nonforfeiture benefit is an option in all policies that have a fixed or limited premium payment period, even if you selected a nonforfeiture benefit when you bought your policy. If both the reduced “paid-up” benefit AND the contingent benefit described above are triggered by the same rate increase, you can chose either of the two benefits.

You are eligible for the reduced “paid-up” contingent nonforfeiture benefit when all three conditions shown below are met:

1. The premium you are required to pay after the increase exceeds [your original premium][the appropriate premium from your original premium rate schedule] by the same percentage or more shown in the chart below:

<u>Triggers for a Substantial Premium Increase</u>	
<u>Issue Age</u>	<u>Percent Increase Over Initial Premium <u>Rate Schedule</u></u>
<u>Under 65</u>	<u>50%</u>
<u>65-80</u>	<u>30%</u>
<u>Over 80</u>	<u>10%</u>

2. You stop paying your premiums within 120 days of when the premium increase took effect; AND

3. The ratio of the number of months you already paid premiums is 40% or more than the number of months you originally agreed to pay.

If you exercise this option your coverage will be converted to reduced “paid-up” status. That means there will be no additional premiums required. Your benefits will change in the following ways:

- a. The total lifetime amount of benefits your reduced paid up policy will provide can be determined by multiplying 90% of the lifetime benefit amount at the time the policy becomes paid up by the ratio of the number of months you already paid premiums to the number of months you agreed to pay them.
- b. The daily benefit amounts you purchased will also be adjusted by the same ratio.

If you purchased lifetime benefits, only the daily benefit amounts you purchased will be adjusted by the applicable ratio.

Example:

- You bought the policy at age 65 with an annual premium payable for 10 years.
- In the sixth year, you receive a rate increase of 35% and you decide to stop paying premiums.
- Because you have already paid 50% of your total premium payments and that is more than the 40% ratio, your “paid-up” policy benefits are .45 (.90 times .50) times the total benefit amount that was in effect when you stopped paying your premiums. If you purchased inflation protection, it will not continue to apply to the benefits in the reduced “paid-up” policy.

Date: 12/29/09

As recommended by the Product Standards Committee

Highlighting reflects disposition of public comments received 11/17 and 12/17

APPENDIX D

VERSION 1 FOR SOLICITATIONS OTHER THAN DIRECT RESPONSE

NOTICE TO APPLICANT REGARDING REPLACEMENT
OF INDIVIDUAL ACCIDENT AND SICKNESS OR LONG-TERM CARE INSURANCE

[Insurance company's name and address]

SAVE THIS NOTICE! IT MAY BE IMPORTANT TO YOU IN THE FUTURE.

According to [your application] [information you have furnished], you intend to lapse or otherwise terminate existing accident and sickness or long-term care insurance and replace it with an individual long-term care insurance policy to be issued by [company name] Insurance Company. Your new policy provides thirty (30) days within which you may decide, without cost, whether you desire to keep the policy. For your own information and protection, you should be aware of and seriously consider certain factors which may affect the insurance protection available to you under the new policy.

You should review this new coverage carefully, comparing it with all accident and sickness or long-term care insurance coverage you now have, and terminate your present policy only if, after due consideration, you find that purchase of this long-term care coverage is a wise decision.

STATEMENT TO APPLICANT BY AGENT [BROKER OR OTHER REPRESENTATIVE]:

(Use additional sheets, as necessary.)

I have reviewed your current medical or health insurance coverage. I believe the replacement of insurance involved in this transaction materially improves your position. My conclusion has taken into account the following considerations, which I call to your attention:

1. Health conditions that you may presently have (preexisting conditions), may not be immediately or fully covered under the new policy. This could result in denial or delay in payment of benefits under the new policy, whereas a similar claim might have been payable under your present policy.
2. State law provides that your replacement policy or certificate may not contain new preexisting conditions or probationary periods. The insurer will waive any time periods applicable to preexisting conditions or probationary periods in the new policy (or coverage) for similar benefits to the extent such time was spent (depleted) under the original policy.
3. If you are replacing existing long-term care insurance coverage, you may wish to secure the advice of your present insurer or its agent regarding the proposed replacement of your present policy. This is not only your right, but it is also in your best interest to make sure you understand all the relevant factors involved in replacing your present coverage.
4. If, after due consideration, you still wish to terminate your present policy and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical health history. Failure to include all material medical information on an application may provide a basis for the company to deny any future claims and to refund your premium as though your policy had never been in force. After the application has been completed and before you sign it, reread it carefully to be certain that all information has been properly recorded.

(Signature of Agent, Broker or Other Representative)

[Typed Name and Address of Agent or Broker]

The above "Notice to Applicant" was delivered to me on:

Date: 12/29/09

As recommended by the Product Standards Committee

Highlighting reflects disposition of public comments received 11/17 and 12/17

(Applicant's Signature)

(Date)

Date: 12/29/09

As recommended by the Product Standards Committee

Highlighting reflects disposition of public comments received 11/17 and 12/17

APPENDIX D

VERSION 2 FOR DIRECT RESPONSE SOLICITATIONS

**NOTICE TO APPLICANT REGARDING REPLACEMENT
OF ACCIDENT AND SICKNESS OR LONG-TERM CARE INSURANCE**

[Insurance company's name and address]

SAVE THIS NOTICE! IT MAY BE IMPORTANT TO YOU IN THE FUTURE.

According to [your application] [information you have furnished], you intend to lapse or otherwise terminate existing accident and sickness or long-term care insurance and replace it with the long-term care insurance policy delivered herewith issued by [company name] Insurance Company. Your new policy provides thirty (30) days within which you may decide, without cost, whether you desire to keep the policy. For your own information and protection, you should be aware of and seriously consider certain factors which may affect the insurance protection available to you under the new policy.

You should review this new coverage carefully, comparing it with all accident and sickness or long-term care insurance coverage you now have, and terminate your present policy only if, after due consideration, you find that purchase of this long-term care coverage is a wise decision.

1. Health conditions which you may presently have (preexisting conditions), may not be immediately or fully covered under the new policy. This could result in denial or delay in payment of benefits under the new policy, whereas a similar claim might have been payable under your present policy.

2. State law provides that your replacement policy or certificate may not contain new preexisting conditions or probationary periods. Your insurer will waive any time periods applicable to preexisting conditions or probationary periods in the new policy (or coverage) for similar benefits to the extent such time was spent (depleted) under the original policy.

3. If you are replacing existing long-term care insurance coverage, you may wish to secure the advice of your present insurer or its agent regarding the proposed replacement of your present policy. This is not only your right, but it is also in your best interest to make sure you understand all the relevant factors involved in replacing your present coverage.

4. [To be included only if the application is attached to the policy.] If, after due consideration, you still wish to terminate your present policy and replace it with new coverage, read the copy of the application attached to your new policy and be sure that all questions are answered fully and correctly. Omissions or misstatements in the application could cause an otherwise valid claim to be denied. Carefully check the application and write to [company name and address] within thirty (30) days if any information is not correct and complete, or if any past medical history has been left out of the application.