

**John Hancock Life Insurance Company, Boston, MA 02117**

## **Individual Long-Term Care Insurance**

### **Custom Care II Delaware Sample Policy**



**If you have any questions, please call  
LTC Support Services toll-free at  
1-800-377-7311**



We at John Hancock are pleased to provide You with this Policy and the important benefits that it provides.

**THIRTY DAY FREE LOOK.** If You are not completely satisfied with this Policy for any reason, You may return it within 30 days from the date it was delivered to You. To return the Policy, mail or deliver the Policy to Our LTC Administrative Office. We will then refund any premium paid, and the Policy will be treated as if it had never been issued.

**PLEASE READ THIS POLICY CAREFULLY.** This Policy is a legal contract between You and Us. We will provide the benefits stated in this Policy subject to the provisions, exceptions and limitations stated on this and the following pages. We have issued this Policy in consideration of the application and payment of the First Premium on or before the date this Policy is delivered to You.

**NOTICE.** This Policy provides only the following price protection, and no more. Your premiums may not increase by more than 30% during any given calendar year and Your benefits may not decrease. Any representation that these increases will not take place is unauthorized and shall not be relied upon.

**CAUTION.** The issuance of this long-term care insurance Policy is based upon Your responses to the questions on Your application. A copy of Your application is attached. If Your answers are not complete, true, and correctly recorded, We have the right to deny benefits or rescind Your Policy subject to the Time Limit on Certain Defenses provision. The best time to clear up any questions is now, before a claim arises! To contact Us at Our LTC Administrative Office, write to: John Hancock Life Insurance Company, 333 West Everett Street, P.O. Box 2986, Milwaukee, WI 53203 or call Us at 1-800-377-7311.

**NOTICE TO BUYER.** This Policy may not cover all of the costs associated with long-term care You incur during the period of coverage. You are advised to review all Policy limitations carefully. THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

**GUARANTEED RENEWABLE FOR LIFE OR UNTIL THE POLICY LIMIT IS REACHED — LIMITED RIGHT TO INCREASE PREMIUMS.** As long as You pay the required premium, You have the right to continue this Policy for as long as You live or until the Policy Limit is reached. We cannot cancel the Policy unless You do not make the required premium payments on a timely basis. To continue this Policy, You must make sure that You pay the premiums when they are due. We reserve the right to increase Your premium as of any premium due date; however, any changes in premium rates must apply to all similar policies issued in Your state on this Policy form. This means We cannot single You out for an increase because of any change in Your age or health. In addition, We cannot change the provisions of this Policy without Your consent.

**FEDERAL INCOME TAX TREATMENT OF THIS POLICY.** Long-term care insurance was granted favorable federal income tax treatment in the Health Insurance Portability and Accountability Act of 1996. Policies meeting certain criteria outlined in this Act are eligible for this treatment. To the best of Our knowledge, We have designed this Policy to meet the requirements of this law. This Policy is intended to be a qualified long-term care contract under Section 7702B(b) of the Internal Revenue Code. If, in the future, it is determined that this Policy does not meet these requirements, We will make every reasonable effort to amend the Policy if We are required to do so in order to gain such favorable federal income tax treatment. We will offer You an opportunity to receive these amendments.

Signed for the Company at Boston, Massachusetts:

Secretary

President

**LONG-TERM CARE INSURANCE POLICY**

**The benefit schedule and the amount of Your First Premium are shown in the Policy Schedule.**

## TABLE OF CONTENTS

<b>SCHEDULE OF BENEFITS</b> .....	3
<b>PART 1 WORDS AND PHRASES</b> .....	5
<b>PART 2 YOUR LONG-TERM CARE BENEFITS</b> .....	11
Eligibility for the Payment of Benefits	
Conditions	
Limitations	
Charges Not Covered	
Long-Term Care Benefit	
Stay At Home Benefit	
Respite Care Benefit	
Care Advisory Services Benefit	
Waiver of Premium Benefit	
Extension of Benefits	
International Coverage Benefit	
Return of Premium Benefit upon Death	
<b>PART 3 EXCEPTIONS</b> .....	17
Exceptions	
Non-Duplication of Benefits	
Coordination with Other John Hancock Individual Long-Term Care Insurance Policies	
<b>PART 4 CLAIMS</b> .....	18
Notice of Claim	
Claim Forms and Proof of Loss	
Our Claims Evaluation Process	
Time of Payment of Claims	
Payment of Claims	
Misstatement of Age	
Appeals	
Legal Action	
<b>PART 5 PREMIUMS AND REINSTATEMENT</b> .....	22
Payment of Premiums	
Grace Period	
Reinstatement	
Added Protection Against Lapse	
Refund of Unearned Premiums at Death	
<b>PART 6 GENERAL PROVISIONS</b> .....	24
Entire Contract and Changes	
Time Limit on Certain Defenses/Misrepresentation	
Conformity with State Laws	
Right to Recovery	
Policy Termination	

**Insured:** [Jane Hancock] **Effective Date of Coverage:** [January 1, 2003]  
**Policy Number:** [H 9000 000] **First [Annual] Premium: [\*\*\*]** \$[XXXXX.XX]  
**Policy Form:** LTC-03 DE  
**Policy Title:** Long-Term Care Insurance Policy

**POLICY SCHEDULE**

This Policy Schedule provides You with specific information about the benefits You selected and how much We will pay.

**Coverage Limits:**

**Elimination Period:** [XXX] Dates of Service  
**Benefit Period:** [XX] Years  
**Policy Limit\*:** \$ [XXXXXX]  
**Long-Term Care Benefit Amount\*:** \$ [XXX] per month/per day  
**Respite Care Benefit Amount\*:** \$ [XXX] per day  
**Care Advisory Services Benefit Amount\*:** \$ [XXX] per calendar year  
**International Coverage Benefit Amount\*:** \$ [XXX] per month/per day  
**Double Coverage Accident Benefit Amount\*:** \$ [XXX] per month/per day  
**[Additional Cash Benefit Amount\*]** \$ [XXX] per month]  
**Stay At Home Lifetime Benefit Amount\*:** \$ [XXX]  
*(The Stay at Home Benefit includes benefits for home modifications, emergency medical response systems, durable medical equipment, caregiver training, home safety check and provider care check.)*

\*Subject to increases due to inflation coverage, if any.

**[Compound Inflation Coverage]**

**Base Policy Premium:** \$ [XXX] Annual Premium

**Optional Benefits Selected and Included in this Policy:**

**[SharedCare Benefit]** \$ [XXX] Annual Premium]  
**[Survivorship & Waiver of Premium Benefit]** \$ [XXX] Annual Premium]  
**[Waiver of the Home Care Elimination Period]** \$ [XXX] Annual Premium]  
**[Additional Cash Benefit]** \$ [XXX] Annual Premium]  
**[Enhanced Return of Premium Benefit upon Death]** \$ [XXX] Annual Premium]  
**[Restoration of Benefits]** \$ [XXX] Annual Premium]  
**[Nonforfeiture Benefit]** \$ [XXX] Annual Premium]  
**[FamilyCare Benefit]** Included in premiums shown]

**Total Policy Annual Premium including Optional Benefits:** \$ [XXX] Annual Premium

**Total Premium Payment Options (includes all optional benefits):**

	<u>Annual</u>	<u>Semi-Annual</u>	<u>Quarterly</u>	<u>Monthly</u>
First Year Premium:	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]
Total Yearly Cost for First Year Premium:	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]	\$[XXX.XX]

*Early notification to Our Claims Department will facilitate a timely review of Your claim. Please let Us know immediately or in advance, whenever possible, when You need care or services covered by this Policy. Please call Us at 1-800-377-7311.*

[This Schedule replaces any prior Schedule as of MO/DD/YR.]

**POLICY SCHEDULE - (continued)**

**\*\*\* Important Notice.** You have selected the **Ten-Year Premium Payment Option**. This means that Your Policy is fully paid-up and no further premiums will be due at the end of Your tenth Policy year. Prior to the end of Your tenth Policy year, You must make sure that You pay the premiums when they are due to continue this Policy. However, in the event that We find that the premium rates for this Policy form are inadequate prior to the end of the tenth Policy year, We reserve the right to increase Your premium as of the next premium due date.]

**\*\*\* Important Notice.** You have selected the **Paid-Up at Age 65 Payment Option**. This means that Your Policy will be paid-up and no further premiums will be due after the Policy anniversary following Your 65<sup>th</sup> birthday. Prior to this, You must make sure that You pay the premiums when they are due to continue this Policy. However, in the event that We find that the premium rates for this Policy form are inadequate during the premium paying period, We reserve the right to increase Your premium as of the next premium due date. ]

*[This page was intentionally left blank.]*

## PART 1 - WORDS AND PHRASES

This part explains the special meaning given to certain words or phrases as they are used in this Policy. Other terms may be defined in the part in which they are most frequently used. Defined terms are presented with capital letters to help You easily identify them.

We urge You to pay special attention to facility and care provider definitions. The terms used in this Policy are Our way of referencing the collection of information contained in the definition.

**Activities of Daily Living** means the following activities:

- *Bathing* which means washing Yourself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- *Continence* which means the ability to maintain control of bowel and bladder functions; or when unable to maintain control of bowel or bladder functions, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- *Dressing* which means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- *Eating* which means feeding Yourself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously. Eating does not include preparing a meal.
- *Toileting* which means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- *Transferring* which means moving into or out of a bed, chair or wheelchair. Transferring does not include the task of getting into or out of the tub or shower.

**Adult Day Care** means social and health-related services provided during the day in a community or group setting to six (6) or more persons. The purpose of the program is to support frail or impaired elderly, or other disabled adults who can benefit from care in a group setting outside the home.

**Adult Day Care Center** means a place that is licensed to provide Adult Day Care by the jurisdiction in which the services are provided. If licensing is not required, Adult Day Care Center means a place that provides Adult Day Care, has enough full-time staff to maintain no more than an 8 to 1 client-staff ratio, and has established procedures for obtaining appropriate aid in the event of a medical emergency. An Adult Day Care Center is a place that provides Adult Day Care for only part of a day.

**Assisted Living Facility** means a facility which:

- is licensed to provide Custodial Care according to the laws of the jurisdiction in which it is located; or
- if licensing is not required, meets all of the following --
  - has a 24-hour on-site staff to provide Custodial Care;
  - provides Custodial Care services for a charge, including room and board;
  - has established procedures for obtaining appropriate aid in the event of a medical emergency;
  - provides 3 meals a day and can accommodate special dietary needs;
  - it provides, at a minimum, assistance with Bathing and Dressing; and
  - provides Custodial Care services to 10 or more persons.

Examples of such facilities may include Alzheimer facilities or Assisted Living Facilities that are either free standing facilities or part of a life-care community. They may also be met by some personal care and adult congregate care facilities.

An Assisted Living Facility does not mean:

- a hospital or clinic;
- a rest home (a home for the aged or a retirement home) which does not, as its primary function, provide Custodial Care;
- Your Home; or
- a facility for the treatment of alcoholism, drug addiction, or mental illness.

**Care Advisory Services** means assessment and care planning by a Home Health Agency, a Care Management Organization or an Independent Care Manager. Care Advisory Services do not determine eligibility for benefits under this Policy. Care Advisory Services include:

- assessing Your need for long-term care services;
- developing a recommendation for long-term care services that is consistent with Your care needs based upon their assessment;
- coordinating delivery of long-term care and services; and
- monitoring the long-term care and services delivered.

**Care Management Organization** means an organization which:

- is licensed, if required, and operated to provide Care Advisory Services according to the laws, if any, of the jurisdiction in which it is located;
- has a full-time administrator;
- maintains records of services provided to each client; and
- has a staff including at least one full-time registered nurse, one full-time licensed social worker, one full-time individual who holds the designation of a 'Care Manager' from the National Association of Professional Care Managers, or a full-time person with a Masters in Gerontology from an accredited school of Gerontology.

**Chronically Ill Individual** means any individual who has been certified by a Licensed Health Care Practitioner as: (i) being unable to perform (without substantial assistance from another individual) at least two Activities of Daily Living for a period of at least ninety days due to a loss of functional capacity; (ii) having a level of disability similar (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services) to the level of disability described in item (i); or (iii) requiring substantial supervision to protect such individual from threats to health and safety due to Cognitive Impairment.

**Cognitive Impairment** means a deficiency in a person's short-term or long-term memory; orientation as to person, place, or time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Your Cognitive Impairment must be established and reliably measured by clinical evidence and standardized tests. The need for Substantial Supervision due to the presence of Cognitive Impairment must be established by such clinical evidence and standardized tests.

**Custodial Care** means non-skilled long-term care included in Your Plan of Care and approved by a Licensed Health Care Practitioner: which is necessary due to Your Cognitive Impairment; or to assist You in the Activities of Daily Living.

**Date of Service** means a day that You are eligible for benefits under this Policy (including Dates of Service during the Elimination Period) on which You:

- are a resident in a Nursing Home or an Assisted Living Facility;
- receive Home Health Care or Hospice Care; or
- receive services covered under this Policy that are Medicare eligible (for which benefits are not payable under this Policy).

**Elimination Period** (waiting period) means the number of Dates of Service that would otherwise be covered by this Policy, for which We will not pay benefits. The Elimination Period is shown in the Policy Schedule. Only one complete Elimination Period needs to be satisfied while Your Policy is in force.

The Elimination Period starts on the first Date of Service. No Date of Service may be counted as more than one day towards the satisfaction of Your Elimination Period. The Dates of Service used to satisfy Your Elimination Period do not need to be consecutive and may be accumulated under separate claims. We will not pay benefits for charges during the Elimination Period, except for Care Advisory Services, Respite Care and the Stay at Home Benefit. Days that You only receive Respite Care will not count toward the satisfaction of Your Elimination Period.

If You receive Home Health Care for one or more days in a Calendar Week, We will apply seven days toward the satisfaction of Your Elimination Period, except if Respite Care is being received during the Calendar Week. If Respite Care is received during a Calendar Week, only the actual Dates of Service other than Respite Care will be applied toward satisfaction of Your Elimination Period. Please note that there will be no credit of days which occur before Your first Date of Service. (Calendar Week means the seven consecutive day period that begins on Sunday at 12:01 a.m.)

**Home** means Your primary residence, including Your independent living quarters in a continuing care retirement community or similar entity. It does not include a Nursing Home, an Assisted Living Facility, an Alzheimer's facility, an Adult Day Care Center, a rest home, a hospital or rehabilitation facility/hospital, or a facility for the treatment of alcoholism, drug addiction or mental illness.

**Home Health Care** means medical and non-medical professional or personal care services provided in Your Home to assist You in the Activities of Daily Living or to give supervision needed because of Your Cognitive Impairment. These services must be provided by a Home Health Care Provider.

Home Health Care also includes Incidental Homemaker Services. Incidental Homemaker Services means services incidental to care with the Activities of Daily Living or because of a Cognitive Impairment which are included in a Plan of Care and which provide one or more of the following non-medical support services necessary for You to remain in Your home: meal preparation; laundry; light housekeeping; supervising self-administration of medication; and shopping for medication, medical supplies or food. Incidental Homemaker Services must be provided during the same visit and by the same individual providing care with the Activities of Daily Living or because of a Cognitive Impairment.



**Home Health Care Provider** means either a Home Health Agency or an Independent Home Health Care Provider that provides Home Health Care. A Home Health Care Provider cannot be a member of Your Immediate Family except as provided in the "Exceptions" section of the Policy or an individual who normally resides in Your Home.

- A Home Health Agency must meet one of the following requirements:
  - it is licensed as a Home Health Agency by the jurisdiction in which the Home Health Care is provided; or
  - it possesses one of the following certifications in the jurisdiction in which the Home Health Care is provided - Medicare Certification; Joint Commission of Accreditation of Health Care Organizations (JCAHO) Certification; or Community Health Accreditation Program (CHAP) Certification; or
  - it provides Home Health Care through 2 or more employees of an organization that is in the business of providing Home Health Care according to the laws of the jurisdiction in which it is located.
- An Independent Home Health Care Provider means a care provider not employed by a Home Health Agency who meets one of the following requirements. He or she:
  - is a duly licensed registered nurse, licensed vocational nurse, licensed practical nurse, registered physical therapist, registered occupational therapist, registered speech therapist, registered respiratory therapist, licensed social worker, or registered dietitian; or
  - must be currently qualified as a certified home health aide or certified nurse aide; or
  - must be currently included in a government sponsored nurse aide registry.
- In the case of a home health aide or nurse aide who does not meet one of the standards set forth above, such aide must present written proof of completion of an established training course which must include training in safely assisting persons with the Activities of Daily Living.

**Hospice Care** means a program for meeting Your care needs if You are Terminally Ill. Terminally Ill means there is no reasonable prospect of cure and You have a life expectancy, as estimated by a Physician, of 12 months or less. Hospice Care must be provided by an organization that is licensed to provide such care according to the laws of the jurisdiction in which it is located. Hospice Care is limited to those services received by You. You must satisfy Your Elimination Period before receiving benefits for Hospice Services. Hospice Care may be provided in Your Home, a Nursing Home, an Assisted Living Facility, and Adult Day Care Center or in a Hospice Care facility.

**Immediate Family** means Your spouse or Partner, or the following relatives of You or Your spouse or Partner: parents, stepparents, grandparents, siblings, children, stepchildren, grandchildren, and their respective spouses. For purposes of this definition, "Partner" means the unmarried person who is not related to You with whom You have lived in a committed relationship for at least 5-years prior to the date You applied for this Policy. This person is the individual You named in Your application or other subsequent document as Your Partner in order to obtain the Partner premium discount under this Policy.

**Independent Care Manager** means:

- a registered nurse;
- a licensed social worker;
- an individual who holds the designation of a 'Care Manager' from the National Association of Professional Care Managers; or
- a person with a Masters degree in Gerontology (or equivalent) from an accredited school of Gerontology.

**Licensed Health Care Practitioner** means a Physician, a registered nurse (R.N.), a licensed social worker, or any other individual who meets the requirements as may be prescribed by the Secretary of the Treasury. You may select any Licensed Health Care Practitioner of Your choosing. However, a Licensed Health Practitioner may not be a member of Your Immediate Family.

**Long-Term Care Services** means the following covered care or services:

- confinement in a Nursing Home or Assisted Living Facility for room, board and care services (such care services being Nursing Care, Custodial Care and Hospice Care);
- Home Health Care, Hospice Care, Respite Care; or
- attendance at an Adult Day Care Center providing Adult Day Care.

**Medicaid** means the reimbursement system under Title XIX of the Federal Social Security Act, as amended.

**Medicare** means the reimbursement system under Title XVIII of the Federal Social Security Act, as amended.

**Nursing Care** means skilled or intermediate care provided by one or more of the following health care professionals: registered nurse, licensed vocational nurse, licensed practical nurse, physical therapist, occupational therapist, speech therapist, respiratory therapist, medical social worker or registered dietitian.

**Nursing Home** means a facility which:

- is licensed and operated to provide Nursing Care for a charge (including room and board), according to the laws of the jurisdiction in which it is located; and
- has services performed by or under the continual, direct and immediate supervision of a registered nurse, licensed practical nurse or licensed vocational nurse, on-site twenty-four (24) hours per day.

A Nursing Home may be a freestanding facility or it may be a distinct part of a facility, including a ward or a wing of a hospital or other facility.

Nursing Home does not mean:

- a hospital or clinic;
- a swing-bed in a hospital;
- a rest home (a home for the aged or a retirement home) which does not, as its primary function, provide Custodial Care;
- Your Home; or
- a facility for the treatment of alcoholism, drug addiction, or mental illness.

**Physician** means any person licensed as a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) practicing within the scope of his or her license issued by the jurisdiction in which the services are rendered.

**Plan of Care** means a written plan for long-term care services designed especially for You. This Plan of Care must specify the type, cost, frequency and providers of all the services You require; and be in accordance with accepted medical and nursing standards of practice. A Licensed Health Care Practitioner must approve Your Plan of Care.

Your Plan of Care must be updated as Your condition and needs change. We must be provided with a revised Plan of Care each time it is updated. We reserve the right to request periodic updates regarding Your Plan of Care, but not more frequently than once every 30 days. No more than one Plan of Care may be in effect at a time.

**Policy Limit** means the total amount, as shown on the Policy Schedule, from which You will be paid benefits for all covered care and services. All benefits, except for the Stay at Home Benefit and Care Advisory Services Benefit, will be deducted from the Policy Limit. We will not pay benefits, except for the Stay at Home Benefit and Care Advisory Services Benefit, in excess of the Policy Limit as shown in the Policy Schedule.

**Respite Care** is the short-term care designed to provide temporary relief to Your primary uncompensated caregiver from his or her caregiving duties and provided in: a Nursing Home; an Assisted Living Facility; an Adult Day Care Center; Your Home; or a community-based program. Respite Care includes: confinement in a Nursing Home or Assisted Living Facility; Home Health Care; Adult Day Care; and Hospice Services.

**Substantial Assistance** means You need hands-on or standby assistance while You are performing an Activity of Daily Living.

- *Hands-on assistance* means the physical assistance of another person without which You would be unable to perform the Activity of Daily Living.
- *Standby assistance* means the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to You while You are performing the Activity of Daily Living.

**Substantial Supervision** means You need continual supervision due to Your Cognitive Impairment (which may include cueing by verbal prompting, gestures, or other demonstration) by another person that is necessary to protect You from threats to Your health or safety (such as may result from wandering).

**We, Our and Us** means the John Hancock Life Insurance Company.

**You, Your and Yourself** means the person listed in the Policy Schedule as the Insured.

## PART 2 - YOUR LONG-TERM CARE BENEFITS

This part describes when You are eligible for benefits, the benefits available under this Policy and the conditions under which benefits will be paid.

### ELIGIBILITY FOR PAYMENT OF BENEFITS

#### Eligibility for the Payment of Benefits

You are eligible for benefits under this Policy if:

- You need Substantial Assistance to perform at least two of the Activities of Daily Living; or
- You require Substantial Supervision to protect Yourself from threats to health and safety due to the presence of a Cognitive Impairment.

*This Policy provides coverage for Long-Term Care Services which are needed due to mental illness, Alzheimer's Disease and forms of senility and irreversible dementia that result in a Cognitive Impairment subject to the provisions, exclusions and limitations found in this Policy.*

### LIMITATIONS ON OR CONDITIONS FOR ELIGIBILITY FOR BENEFITS

#### Conditions

To receive benefits under this Policy:

- Your Elimination Period must have been satisfied unless otherwise provided in this Policy;
- You must receive covered care or services while this Policy is in effect;
- You must receive care or services that are consistent with Your care needs and are covered under this Policy, specified in a Plan of Care and are in accordance with accepted medical and nursing standards of practice; and
- You must submit to Us a current Plan of Care and written Proof of Loss both of which are acceptable to Us.

Because this Policy is intended to be tax-qualified under federal law, You must ALSO provide Us with one of the following written certifications that You are a Chronically Ill Individual:

- A Licensed Health Care Practitioner must certify that You are unable to perform without Substantial Assistance from another individual at least two Activities of Daily Living due to the loss of functional capacity for a period expected to last at least 90 days.
- A Licensed Health Care Practitioner must certify that You require Substantial Supervision to protect Yourself from threats to health and safety due to the presence of a Cognitive Impairment.

This written certification must be renewed and submitted to Us every 12 months.

#### Limitations

We will not pay benefits, except for the Stay at Home Benefit and Care Advisory Services Benefit, in excess of the Policy Limit as shown in the Policy Schedule. We will not pay benefits for charges during the Elimination Period, except as described in the Respite Care Benefit, Care Advisory Services Benefit and the Stay at Home Benefit.

## **Charges Not Covered**

We will not pay for any of the following: Physician's charges; hospital and laboratory charges; prescription or non-prescription medication; medical supplies; durable medical equipment (except as described in the Stay at Home Benefit); transportation; items and services furnished at Your request for beautification, comfort, convenience or entertainment; and charges for care or services which are not included in and/or are inconsistent with Your Plan of Care.

## **HOW YOUR LONG-TERM CARE BENEFITS ARE PAID**

### **Long-Term Care Benefit**

We will pay the actual charges incurred by You for Long-Term Care Services up to the Long-Term Care Benefit Amount as shown in the Policy Schedule if You are eligible for the payment of benefits under this Policy.

Long-Term Care Services mean the following covered care or services:

- Your confinement in a Nursing Home or Assisted Living Facility for Your room, board and care services (such care services being Nursing Care, Custodial Care and Hospice Care);
- Home Health Care, Hospice Care, Respite Care; or
- attendance at an Adult Day Care Center providing Adult Day Care.

In addition, if Your stay in a Nursing Home or Assisted Living Facility is interrupted for any reason and a benefit is payable under this Policy, We will continue to pay the actual charges for up to 60-days in any calendar year in order to reserve Your bed during Your absence.

Any unused portion of Your Long-Term Care Benefit Amount will remain in the Policy Limit. Any benefit paid under this provision will reduce Your Policy Limit.

### **Stay at Home Benefit**

The Stay at Home Benefit can be used to pay for a variety of Your long-term care expenses while You are living in Your Home that are not otherwise covered under the Policy. Stay at Home Services include:

1. Home Modifications;
2. Emergency Medical Response Systems;
3. Durable Medical Equipment;
4. Caregiver Training;
5. Home Safety Check; and
6. Provider Care Check.

We will pay actual charges incurred for Stay at Home Services up to the Stay At Home Lifetime Benefit Amount so long as all of the following conditions are met:

- the care or services are consistent with Your care needs and are provided pursuant to a Plan of Care approved by a Licensed Health Care Practitioner; and
- You are eligible for the payment of benefits under this Policy.

The Stay At Home Lifetime Benefit Amount is shown on the Policy Schedule. Any unused portion of this benefit amount may be used for future Stay at Home Services. Benefits paid under the Stay at Home Benefit will not reduce the Policy Limit. You do not have to satisfy the Elimination Period to receive benefits under the Stay at Home Benefit. The days for which You receive only the Stay at Home Benefit do not count toward the Elimination Period. You may receive benefits under the Long-Term Care Benefit and/or Care Advisory Services Benefit while receiving benefits under the Stay at Home Benefit.

The Stay at Home Benefit will no longer be available to You on the earliest of the following dates: the date You terminate Your Policy; the date You exhaust Your Policy Limit; the date You exhaust Your Stay at Home Lifetime Benefit Amount; or the date Your Policy goes on nonforfeiture status.

**Stay at Home Services Defined:**

- *Home Modifications* mean modifications to Your Home that are primarily being made to improve Your ability to perform the Activities of Daily Living and allow You to live safely and independently in Your Home. Examples of Home Modifications include: installation of ramps for wheelchair access; installation of shower bars; widening doorways; and other similar accessibility modifications. Home Modification does not include: hot tubs, swimming pools, home repair or maintenance; or other modifications that may, other than incidentally, increase the value of Your Home.
- *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 mean a home security system.
- *Durable Medical Equipment* means equipment that You rent or purchase which is designed to be used in Your Home to assist You in performing the Activities of Daily Living. Examples of Durable Medical Equipment include: walkers; hospital-style beds; crutches; and wheelchairs. Durable Medical Equipment does not include: prescription drugs; athletic equipment; equipment placed in Your body; or items commonly found in a household.
- *Caregiver Training* means a training program which provides instruction to uncompensated informal caregivers in basic caregiving techniques which will allow You to remain in Your Home. Such training is to help Your caregiver tend to Your specific long-term care needs. The 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.
- *Home Safety Check* means a written evaluation of Your Home, by a Home Health Agency or other qualified professional agency or individual acceptable to Us, in order to evaluate the safety of Your Home environment. Examples of items in the Home that may be evaluated include: cabinet and appliance height; furniture arrangement; doorway and hallway width; and the need for safety bars in the bathroom.
- *Provider Care Check* means an independent written evaluation of Your care providers and the care You are receiving, in order to confirm consistent delivery of care being provided to You as defined in Your Plan of Care. This evaluation must be performed by a Home Health Agency or other qualified professional agency or individual acceptable to Us.

## **Respite Care Benefit**

During Your Elimination Period, We will pay benefits for Respite Care if:

- Respite Care is received while this Policy is in effect;
- a Licensed Health Care Practitioner verifies in writing that You have met the eligibility requirements of this Policy;
- We are provided with written proof that Your uncompensated caregiver is taking a temporary leave of absence; and
- You are eligible for the payment of benefits under this Policy.

During Your Elimination Period, We will pay the actual charges incurred for Respite Care up to the Respite Care Benefit Amount per day for up to 21-days in any calendar year. The Respite Care Benefit Amount available during the Elimination Period is shown in the Policy Schedule. This means You do not need to satisfy Your Elimination Period before receiving benefits for Respite Care. Days that You receive Respite Care will not count toward the satisfaction of Your Elimination Period. Benefits paid for Respite Care during the Elimination Period, will reduce Your Policy Limit.

After Your Elimination Period has been satisfied, We will pay the actual charges incurred for Respite Care up to the Long-Term Care Benefit Amount as shown in the Policy Schedule. In addition, benefits paid for Respite Care after Your Elimination Period has been satisfied will reduce the Policy Limit.

## **Care Advisory Services Benefit**

We will pay the Care Advisory Services Benefit if:

- You are receiving Care Advisory Services;
- the provider of Care Advisory Services submits a written record to Us, detailing their recommendations;
- the provider of Care Advisory Services submits their written assessment and an itemized bill; and
- You are eligible for the payment of benefits under this Policy.

We will pay the actual charges for Care Advisory Services up to the Care Advisory Services Benefit Amount as shown in the Policy Schedule. You do not have to satisfy the Elimination Period. The days for which You receive only the Care Advisory Services Benefit do not count toward the Elimination Period. Benefits paid under the Care Advisory Services Benefit will not reduce the Policy Limit.

## **Waiver of Premium Benefit**

We will waive the payment of premiums under this Policy if:

- You are receiving care or services for which benefits are payable under the Long-Term Care Benefit; and
- You have satisfied the Elimination Period.

The waiver period will start the day after the Elimination Period has been satisfied and will end on the date when benefits are no longer payable. In the event You have already satisfied the Elimination Period, the waiver period will start on the next Date of Service and will end on the date when benefits are no longer payable under this Policy.

Your premium will not be waived if You:

- are only receiving benefits under the Stay at Home Benefit, Respite Care Benefit or the Care Advisory Services Benefit; or

- have exhausted the International Coverage Benefit, unless and until You receive care or services for which benefits are payable under the Long-Term Care Benefit within the fifty (50) United States or the District of Columbia.

If Your premium has been paid for a period for which premiums are waived, We will refund the premium for such period. In order to keep this Policy in effect after the waiver of premium period ends, payment of premiums must be resumed.

### **Extension of Benefits**

If Your Policy lapses, while You are continuously confined in a Nursing Home, benefits under the Long-Term Care Benefit will be continued until the earlier of the following dates:

- the date You are discharged from the Nursing Home;
- the date Your Policy Limit is exhausted; or
- the date You die.

This Extension of Benefits will be subject to all of the provisions of this Policy.

### **International Coverage Benefit**

If You require care or services which would otherwise be covered by this Policy while You are outside the fifty (50) United States or the District of Columbia, We will pay the International Coverage Benefit if all the following requirements are met:

- We receive Proof of Loss which is satisfactory to Us that You have met Your Elimination Period and the requirements found in the sections captioned "Eligibility for the Payment of Benefits" and "Conditions".
- You provide Us (at Your own expense) with the following documentation as described in the "Conditions" section of the Policy:
  - the required certification from a Licensed Health Care Practitioner;
  - a current Plan of Care and any required updates to that Plan of Care; and
  - properly completed claim forms and proof, satisfactory to Us, that You are receiving covered care and services.
- All required documentation must be provided to Us in English.
- We reserve the right to require that You provide us with updated documentation and information at reasonable intervals. However, We will not require updates more frequently than monthly.

We will pay actual charges incurred for certain Long-Term Care Services up to the International Coverage Benefit Amount as shown on the Policy Schedule.

Long-Term Care Services eligible for payment under the International Coverage Benefit include:

- confinement in a Nursing Home or Assisted Living Facility;
- Home Health Care, Adult Day Care and Hospice Care.

No benefits under the International Coverage Benefit, are payable for the Stay at Home Benefit, the Double Coverage for Accident Benefit (if included in Your Policy), or for Respite Care or Care Advisory Services.

The International Coverage Benefit will not be paid in excess of an amount equal to:

- 365-times the Long-Term Care Benefit Amount if You elected the daily Benefit Amount option;
- or



- 12-times the Long-Term Care Benefit if You elected the monthly Benefit Amount option.

This Policy will continue in force after the International Coverage Benefit is exhausted so that any remaining benefits may be paid for care and services received in the fifty (50) United States or the District of Columbia.

In the event that the International Coverage Benefit is exhausted, premiums will no longer be waived pursuant to the Waiver of Premium provision. In the event that the International Coverage Benefit is exhausted, the benefits remaining for Long-Term Care Services received within the fifty (50) United States or the District of Columbia shall remain in effect.

Any benefit paid under this provision will reduce Your Policy Limit. All terms in the Policy will remain in effect. Any benefits paid will be paid in United States currency.

### **Return of Premium upon Death Benefit**

**Important Notice - The Return of Premium Benefit is not applicable to You if You are age 65 or older or You elected Family Care.**

If You die before Your 65<sup>th</sup> birthday, We will pay to Your beneficiary a Return of Premium upon Death Benefit if Your Policy is in force on the date of Your death. (That is, Your insurance is not being continued under the provisions of any nonforfeiture benefit.)

The Return of Premium upon Death Benefit will be calculated by subtracting the sum of all benefits paid under Your Policy for charges incurred prior to the date of Your death from the sum of all premiums paid for Your Policy (accumulated without interest). In the event the amount of benefits paid exceed the sum of premiums paid for Your Policy, no Return of Premium upon Death Benefit will be payable to Your beneficiary.

If We receive a claim for benefits for Long-Term Care Covered Charges after the Return of Premium upon Death Benefit has been paid, benefits for those services will be reduced by the amount of the Return of Premium upon Death Benefit that has been paid.

Your beneficiary for the Return of Premium upon Death Benefit is the individual that You designated as beneficiary in Your application for this Policy. You may change the beneficiary for this benefit at any time. However, such request for a change in beneficiary must be in writing and sent to Our LTC Administrative Office.

**Important Notice Regarding Federal Income Tax Law –** Please note that the payment of the Return of Premium Benefit may have Federal Income Tax implications for Your estate or beneficiary. You are advised to review this benefit with a qualified tax professional or attorney to determine any such tax impact.

## PART 3 - EXCEPTIONS

**This part describes what care, treatment or services will be excluded under the Policy and when the benefit will not be paid.**

### Exceptions

This Policy does not cover care, treatment or charges:

- for intentionally self-inflicted injury.
- required as a result of alcoholism or drug addiction (unless drug addiction was a result of the administration of drugs as part of treatment by a Physician).
- due to war (declared or undeclared) or any act of war, or service in any of the armed forces or auxiliary units.
- due to participation in a felony, riot or insurrection.
- normally not made in the absence of insurance.
- provided by a member of Your Immediate Family, unless
  - the family member is one of the following professionals -- a duly licensed registered nurse, licensed vocational nurse, licensed practical nurse, physical therapist, occupational therapist, speech therapist, respiratory therapist, licensed social worker, or registered dietitian; and
  - the family member is a regular employee of a Nursing Home, Assisted Living Facility, Adult Day Center or Home Health Care Agency which is providing the services;
  - the organization receives the payment for the services; and
  - the family member receives no compensation other than the normal compensation for employees in his or her job category.
- provided outside the fifty United States and the District of Columbia except as described in the International Coverage Benefit section of this Policy.

### Non-Duplication of Benefits

This Policy will only pay covered charges in excess of charges covered under any of the following:

- Medicare (including amounts not reimbursable by Medicare such as a Medicare deductible or coinsurance amounts).
- any other governmental program (except Medicaid).
- any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law.

### Coordination with Other John Hancock Individual Long-Term Care Insurance Policies

We may reduce benefits payable under this Policy for Long-Term Care Services if We also pay benefits for such services under any other individual long-term care policy issued by Us. This includes policies providing Nursing Home, Assisted Living Facility and/or Home Health Care coverage whether payable on an expense reimbursement, indemnity or any other basis.

Benefits will be reduced under this Policy, only when payment under this Policy and all other John Hancock individual long-term care policies combined would exceed the actual amount You incur for Long-Term Care Services. In no event will We pay under this Policy more than the difference between Your actual expenses and the amount payable by Your other policies with Us.

In addition, if You are insured under more than one individual long-term care insurance policy issued by Us with a similar Coordination provision, the policy with the earliest effective date of coverage will be deemed primary coverage and pay first. Thereafter, payment will be made under any additional policy (deemed secondary coverage) in order of effective date, from the earliest to the latest.

Any policy without a similar Coordination provision will pay first without any reduction in its benefits.

## PART 4 - CLAIMS

This part explains when to file Your claim, the information We need to review, process and pay Your claim, and Your and Our rights and responsibilities.

***Early notification to Our Claims Department will facilitate a timely review of Your claim. Please let Us know immediately or in advance, whenever possible, when You need care or services covered by this Policy. Please call Us at 1-800-377-7311.***

### HOW AND WHEN TO FILE A CLAIM

#### Notice of Claim

To file a claim You must first notify Us that You are currently receiving or plan to receive Long-Term Care Services covered by Your Policy.

You can notify Us by:

- writing to Us at Our LTC Administrative Office or contacting Us at Our website address - [www.jhancock.com](http://www.jhancock.com); or
- calling Us at Our LTC Administrative Office at 1-800-377-7311.

Your notice must include:

- Your name;
- Your Policy number; and
- the type of care You are receiving or plan to receive.

If You send Us written notice, Your notice must be mailed to Us postmarked within 45 days after Long-Term Care Services begin, or as soon as reasonably possible. If You notify Us by telephone, You must call Us within 45 days after a covered loss begins or as soon as reasonably possible. We will confirm, in writing, Your notification within 15 days after We receive such notification.

#### Claim Forms and Proof of Loss

When We receive Your notice of claim, We will send You claim forms for filing a Proof of Loss. You must file Your Proof of Loss with Our LTC Administrative Office.

Proof of Loss means detailed written documentation acceptable to Us which describes and confirms: Your inability to perform two or more of the Activities of Daily Living or Your Cognitive Impairment; Your confinement in a Nursing Home or Assisted Living Facility; or other care (e.g., Home Health Care, Respite Care, Care Advisory Services) You are receiving.

This documentation includes:

- a completed claim form;
- confirmation of provider licensure as required by the jurisdiction in which it is located;
- the required certification from a Licensed Health Care Practitioner;
- itemized bills for charges You incurred for Your care and services; and
- Your Plan of Care.

In addition, We may also request copies of medical records (or We may consult with Your primary Physician and provider by telephone at Our option) or Your providers' daily notes of care.

We will send You claim forms within 15 days after having received Your claim notification. If We do not provide You with the claim forms within 15 days after having received Your notification, You will be able to satisfy the Proof of Loss provision by giving Us written proof of the nature and extent of Your loss.

Proof of Loss must be given to Us within ninety (90) days after the first Date of Service. Failure to give Us proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible for You to give proof within such time. However, the proof must be given to Us as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

At time of claim, We will make available to You Our Advantage List Program, if such Program is available in Your state at the time of Your claim notification. The Advantage List will include a listing of long-term care providers that offer discounts to Our policyholders. These discounts can help You extend your long-term care benefits. Any unused portion of Your benefits will remain in the Policy Limit. There is no penalty for using long-term care providers that are not included on this list. Discounts may only relate to certain services or may vary by provider. A provider may be added to, or removed from, this list at such provider's own or Our request at any time and the discount may be discontinued. We reserve the right to enhance, modify or terminate this Program at any time. Please note that the discounted fees charged by a provider on the Advantage List may not be the least expensive fees available and not all providers may qualify for reimbursement under Your Policy. You should review cost of care and services as well as the providers in Your area. In addition, We do not endorse, sponsor or guarantee the quality of a provider listed on the Advantage List, or the care or services provided by such provider. It is Your responsibility to choose a provider who will best meet Your long-term care and service needs.

### **Our Claims Evaluation Process**

Upon receiving Your claim forms, We will work with You, Your Physician, Your care providers, or anyone acting on Your behalf, to obtain information about Your health and the care or services You are receiving. We will then make an objective review of all the information We receive to determine whether You qualify for benefits as well as the level of benefits for which You qualify. As part of Our review, We reserve the right to do a telephone interview, perform an on-site nursing or functional/cognitive assessment or require a physical exam when and as often as We may reasonably require while a claim is pending or any time during the claim. We will pay for any interview, assessment or examination that We request.

### **Time of Payment of Claims**

Benefits under this Policy are payable on a monthly basis, after services have been rendered and charges have been incurred for such services.

## Payment of Claims

While You are living, all benefits will be paid to You unless You request and We accept an assignment of benefits. An assignment of benefits is Your or Your legal representative's request for payments to be sent to someone other than Yourself. If You have made an assignment of benefits, We will send the payments to Your care provider or the individual You or Your legal representative have designated.

You may cancel or change an assignment of benefits at any time. We will not be on notice of any assignment unless it is in writing, nor until a duplicate of the original has been received at Our LTC Administrative Office. We assume no responsibility for the validity or sufficiency of any assignment.

Any accrued benefits unpaid at Your death will be paid to Your estate, or any care provider or individual to whom You or Your legal representative has assigned benefits. At Our option, any benefit of \$3,000 or less may be paid to an alternative payee who is deemed by Us to be justly entitled to the benefit. We will be fully discharged to the extent of any payment made in good faith under this paragraph.

## Appeals

We will notify You in writing if We do not approve Your claim and provide You with a written explanation of the reasons for the denial. You will then have the right to appeal Our claims decision and request that We make information directly related to such denial available to You. We will provide You with such requested information within 60 days from the date We receive Your written request.

You must put this appeal or request for information in writing (no special form is necessary) and send it to:

John Hancock Life Insurance Company  
P.O. Box 111  
Boston, MA 02117  
Attn: Director of RLTC Claims Administration.

In Your appeal, You should:

- state why You disagree with Our determination;
- state what other factors (if any) We should take into consideration; and
- identify whom We could contact (including names, addresses, and phone numbers) to gather any additional pertinent information regarding Your care.

You may authorize someone else to act for You in this appeals process. We have a Claim Appeals Review Board that will consider Your appeal. If the Board needs additional information to objectively evaluate Your appeal, they may use one or more of the following resources at Our expense:

- a Physician who will assess Your condition and report it to Us;
- an on-site geriatric assessment;
- medical records from Your Physician(s) and/or provider(s) of care; or
- other information that is determined to be relevant to address the appeal.

The Claim Appeals Review Board will make one of two determinations:

- overturn the initial claim determination and pay any benefits due; or
- uphold the initial claim determination.

**Misstatement of Age**

If Your age has been misstated, We may either reduce Your Policy benefits or rescind Your Policy. In the event of a reduction of benefits, Your Policy benefits will be amended to be those that the premium paid would have purchased at Your correct age. If as a result of such misstatement, We issued a Policy which would not have been issued to You had such misstatement not occurred, Your Policy will be rescinded. In that case, Our liability under any such Policy will be limited to refund of the premium paid.

**Legal Action**

You may not bring suit against Us to recover benefits under this Policy until at least 60 days has expired after written Proof of Loss has been given to Us. Also, You cannot bring suit against Us to recover benefits under this Policy after four years from the date a claim is denied.

**SAMPLE**

## PART 5 - PREMIUMS AND REINSTATEMENT

This part explains what happens if You do not pay the premium for this Policy when it is due.

### WHEN AND WHERE PREMIUMS ARE PAYABLE

#### Payment of Premiums

Payment of the First Premium will keep this Policy in effect for the first premium payment period. This period starts at 12:01 a.m., Eastern Standard Time on the Effective Date of Coverage. It ends at midnight of the day before the next premium due date, subject to the Grace Period provision below. Each premium, after the first, is due at the end of the period for which the preceding premium was paid. Policy years, months and anniversaries are measured from the Effective Date of Coverage.

Your first premium must be paid at Our LTC Administrative Office or to any of Our duly authorized agents. Any subsequent premium payment must be paid to Our LTC Administrative Office. If a premium is paid to an agent, We will provide a receipt in exchange for such payment. To be valid, it must also be countersigned by the agent shown on the receipt. Payment of a premium will not keep this Policy in effect beyond the period for which it is paid, except as may be otherwise provided in this Policy.

You may elect to pay Your premium on an annual, semi-annual, quarterly or monthly basis. You may change Your mode of premium payment by making a written request to Us at Our LTC Administrative Office. Please note that the more often you pay, the higher your premium amount will be per year. Additional premium charges are included for semi-annual, quarterly, and monthly premiums. These charges are called "modal fees". These fees are based upon the following modal factors and are used to determine the premium amount for all payment options. The modal factors are 1.00 for annual, .52 for semi-annual, .27 for quarterly and .09 for monthly. To calculate Your approximate total annual premium payment based on Your current policy selection:

- multiply the "Base Policy Premium" as shown on the Policy Schedule by the factor associated with Your selected mode of payment, and then
- multiply that result by the number of payments required in a year based upon Your selected payment mode.

#### Grace Period

This Policy has a 65-day Grace Period. If a premium other than the initial premium is not paid within 30 days from the date that it is due, We will provide written notification of the nonpayment of the premium to You and the person or persons You designate to receive such notice at the addresses You provided to Us. You have an additional 35-day period to pay the premium after We have mailed this notice. During the Grace Period this Policy will stay in effect. If We do not receive the premium payment before the end of the Grace Period, this Policy will terminate.

You may designate a person or persons to receive such notice on Your application. You may change the designation or make a new designation at any time while this Policy is in effect, but it must be in writing and sent to Our LTC Administrative Office. Please note that You are responsible for notifying Us of any change in address of Your designee. We will provide You with a reminder of the right to change this written designation every two years.

## REINSTATEMENT AND LAPSE PROTECTION

### Reinstatement

An application and payment of premium is required to reinstate the policy. If the application is approved and payment received, the Policy will be reinstated as of the last premium due date. If it is disapproved, We will inform You in writing within 45 days of such disapproval and any premium paid will be returned to You promptly. If We fail to inform You, the Policy will be reinstated upon such 45th day. Later acceptance of the premium by Us, without requiring an application for reinstatement, will reinstate the Policy.

The reinstated Policy will cover only loss due to an injury sustained or physical or mental condition that begins after the date of reinstatement. Except for this and any new provisions added in connection with reinstatement, Your rights and Ours under this Policy will be the same as they were just before the Policy terminated. A physical or mental condition will be considered to have begun when advice or diagnosis is supplied or treatment is recommended by or received from a Physician for such condition.

### Added Protection Against Lapse

If Your Policy terminates because You did not pay the premium due, You may obtain reinstatement of this Policy, if You so request, within 5 months after the date of termination, and You meet the following conditions:

- You furnish Us with satisfactory proof that You were unable to perform at least two of the Activities of Daily Living; or had a Cognitive Impairment on the date of termination; and
- You pay all the unpaid overdue premiums.

## REFUND OF UNEARNED PREMIUMS

### Refund of Unearned Premiums at Death

Upon receipt of proof that You have died, We will refund the portion of premium paid between the date of death and the next premium due date. Such refund will be made to Your surviving spouse, if any, otherwise to Your estate.



## PART 6 - GENERAL PROVISIONS

**This part explains some of the important provisions that affect Your rights and Our rights under this Policy.**

### **Entire Contract and Changes**

This Policy is a legal binding contract between You and Us. This entire contract is made up of:

- the Policy;
- the application; and
- any riders, amendments and endorsements.

No change to this Policy will be valid until approved by Our President or Secretary. To be valid, such approval must also be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions. If We change Our address or Our toll-free telephone number, We will notify You.

### **Time Limit on Certain Defenses/Misrepresentation**

If this Policy has been in effect for less than six months We may rescind it or deny an otherwise valid claim if the application contained a misrepresentation that is material to the acceptance of Your application.

If this Policy has been in effect for at least six months but less than two years, We may rescind it or deny an otherwise valid claim if the application contained a misrepresentation that:

- was material to the acceptance of Your application; and
- pertains to the condition for which the claim is made.

After this Policy has been in effect for two years, it is incontestable except for relevant facts relating to Your health that You knowingly and intentionally misrepresented or failed to disclose.

In the event this Policy is rescinded after We have paid benefits, We may not recover the payments already made.

### **Conformity with State Laws**

Any part of this Policy which is in conflict with the laws of the state in which You reside on the Effective Date of Coverage is amended to conform to the minimum requirements of such laws.

### **Right to Recovery**

If We make payments with respect to benefits in a total amount which is, at any time, in excess of the benefits payable under the provisions of this Policy, We will have the right to recover such excess from:

- any persons to, or for, or with respect to whom, such payments were made; and
- any organization which should have made such payments.

## **Policy Termination**

This Policy will terminate at 12:01 a.m. on the earliest occurrence of one of the following events:

- You have exhausted Your Policy Limit.
- You do not pay Your premium when due (see the provision captioned “Grace Period”);
- You cancel Your Policy; or
- The date of Your death.

**SAMPLE**

## **COPY OF APPLICATION**

NOTE: Examine this copy carefully. If You find any error or omission, write or contact Our LTC Administrative Office immediately. Please explain fully the error or omission and give Us Your policy number.

**SAMPLE**

## LONG-TERM CARE INSURANCE

**SAMPLE**

### NOTICE

If You have any questions about this Policy, write Us at Our LTC Administrative Office, 333 West Everett Street, P.O. Box 2986, Milwaukee, WI 53203 or call Us toll-free at 1-800-377-7311.



**JOHN HANCOCK LIFE INSURANCE COMPANY**

**ENDORSEMENT**

**COMPOUND INFLATION COVERAGE**

**This Endorsement explains how Your Long-Term Care Benefit Amount increases each year to provide protection against the increasing cost of long-term care due to inflation.**

This Endorsement is part of, and attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**Annual Increase in Long-Term Care Benefit Amount**

**We** will increase the Long-Term Care Benefit Amount shown in the Policy Schedule on each Policy anniversary, while this Policy is in effect, beginning with the first Policy anniversary. Such increase will be computed at the rate of 5% compounded annually and rounded to the nearest dollar. In other words, the Long-Term Care Benefit Amount in effect for the immediately preceding Policy year will be increased by 5% and rounded to the nearest dollar.

When the Long-Term Care Benefit Amount is increased, the remaining Policy Limit (as well as other remaining Benefit Amounts listed in the Policy Schedule) will be increased by the same percentage as the increase in the Long-Term Care Benefit Amount and rounded to the nearest dollar.

No inflation adjustment will be made while this Policy is in effect under the provisions of any nonforfeiture benefit.

**The premium for this inflation coverage is included in Your Policy premium. Your premium will not change, except as described in the Policy.**

Nothing in this Endorsement will extend termination of the Policy or create a new Policy Limit after the then applicable Policy Limit is exhausted.

**Termination**

This Endorsement will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



**JOHN HANCOCK LIFE INSURANCE COMPANY**

**ENDORSEMENT**

**COMPOUND INFLATION COVERAGE**

**(5% Long-Term Care Benefit Amount Increase/ 3% Policy Limit Increase)**

**This Endorsement explains how Your Long-Term Care Benefit Amount increases each year to provide protection against the increasing cost of long-term care due to inflation. Your Long-Term Care Benefit Amount will be increased by 5% compounded annually, while Your remaining Policy Limit will be increased by 3% compounded annually.**

This Endorsement is part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**Annual Increase in Long-Term Care Benefit Amount**

We will increase the Long-Term Care Benefit Amount as well as other remaining Benefit Amounts shown in the Policy Schedule on each Policy anniversary, while this Policy is in effect, beginning with the first Policy anniversary. Such increase will be computed at the rate of 5% compounded annually and rounded to the nearest dollar. In other words, the Long-Term Care Benefit Amount and other remaining Benefit Amounts in effect for the immediately preceding Policy year will be increased by 5% and rounded to the nearest dollar.

When the Long-Term Care Benefit Amount is increased, the remaining Policy Limit will be increased by 3% and rounded to the nearest dollar.

No inflation adjustment will be made while this Policy is in effect under the provisions of any nonforfeiture benefit.

**The premium for this inflation coverage is included in Your Policy premium. Your premium will not change, except as described in the Policy.**

Nothing in this Endorsement will extend termination of the Policy or create a new Policy Limit after the then applicable Policy Limit is exhausted.

**Termination**

This Endorsement will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



**JOHN HANCOCK LIFE INSURANCE COMPANY**

**ENDORSEMENT**

**GUARANTEED PURCHASE OPTION**

**This Endorsement explains how Your Long-Term Care Benefit Amount may increase on each Option Date to provide protection against the increasing cost of long-term care.**

This Endorsement is part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**Option Dates**

Effective as of the third anniversary of the Effective Date of Coverage and every third anniversary thereafter (the "Option Dates"), We will offer You the option to increase Your Long-Term Care Benefit Amount by purchasing an additional amount of coverage. You will be provided with a choice of electing an amount equal to 5, 10 or 15% of Your original Long-Term Care Benefit Amount. No additional underwriting will be required.

**If You do not elect all or any portion of an increase when offered, that increase will not be available on any future Option Date. You will, however, still have the opportunity to accept future offers. However, if You decline a total of two offers, no further offers will ever be made.**

**Guaranteed Purchase Option Increases**

Each offer of increase is subject to the following:

- You must send Us a written acceptance on the form that We will supply. Such acceptance must be sent to Us within 31 days after the Option Date.
- You will be provided with a choice of electing an amount equal to 5, 10 or 15% of Your original Long-Term Care Benefit Amount.
- The premium for any increase will be based on Your age on the Option Date and the premium rates then in effect.

If the Long-Term Care Benefit Amount is increased, then the remaining Policy Limit (as well as other remaining Benefit Amounts listed in the Policy Schedule) will be increased by the same percentage as the increase in the Long-Term Care Benefit Amount and rounded to the nearest dollar.

In addition, in the event You accept an offer under the provisions of this Endorsement, there will be a corresponding additional premium for any optional benefit riders/endorsements that You have elected and are part of Your Policy. Such additional premium will also be based on attained age rates for any additional benefits elected under this Endorsement.

No Guaranteed Purchase Option offer or adjustment will be made while this Policy is in effect under any nonforfeiture benefit.

### **One-Time Offer to Switch to 5% Compound Inflation Coverage On Your 65<sup>th</sup> Birthday**

***This provision applies to individuals under age 65.***

We will make You a one-time written offer on Your Policy anniversary which falls on or after Your 65<sup>th</sup> birthday to switch Your Guaranteed Purchase Option to 5% Compound Inflation Coverage. This offer will be available to You for a period of 60-days. Your election must be in writing on the form that We provide You. You must then send this form back to Our LTC Administrative Office. We will provide You notice of the new increased premium. The increase in Your premium will be equal to the difference between the premium for 5% Compound Inflation Coverage and Your Guarantee Purchase Option coverage at Your attained age for Your then current benefits.

The offer to switch Your Guarantee Purchase to 5% Compound Inflation will not be available to You (and, if requested, will not take effect) if any benefits have been payable under Your Policy during the two year period prior to the date this offer is made to You.

If You elect to switch to 5% Compound Inflation Coverage, You will not receive any future Guaranteed Purchase Option offers.

### **Termination**

This Endorsement will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary





**JOHN HANCOCK LIFE INSURANCE COMPANY  
ENDORSEMENT**

**NONFORFEITURE BENEFIT**

**This Endorsement explains how benefits under Your Policy may be continued even after Your Policy lapses.**

This Endorsement is part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**Nonforfeiture Benefit**

After Your Policy and this Endorsement have been in effect for three (3) years (or one (1) year if Your Policy Schedule shows that You have selected a limited payment option), We cannot terminate Your Policy because You failed to pay the required premium within the Grace Period. Instead, this Endorsement modifies the Policy Limit and changes Your Policy to paid-up status where no further premium is due.

**Amount of Nonforfeiture Benefit**

The new Policy Limit on the effective date of Your paid-up status will be equal to the total premium You have paid. However, in no event will the new Policy Limit ever be less than thirty (30) times the Long-Term Care Benefit Amount at the time of lapse.

No benefits will be paid in excess of the new Policy Limit. Benefits will be paid subject to the Long-Term Care Benefit Amount level in effect at the time You lapsed Your Policy.

Also, no benefits will be paid in excess of the Policy Limit that would have been in effect if You had continued to pay premiums as required.

If Your Policy has been in effect for less than three (3) years (or one (1) year if Your Policy Schedule shows that You have selected a limited payment option), no Nonforfeiture Benefit is payable and Your Policy will terminate for non-payment of premium.

All optional benefit riders will automatically terminate when Your Policy changes to paid-up status under the provisions of the Nonforfeiture Benefit. In addition, no inflation adjustment will be made while the Policy is in effect under the Nonforfeiture Benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



**JOHN HANCOCK LIFE INSURANCE COMPANY  
ENDORSEMENT**

**NONFORFEITURE BENEFIT**

**This Endorsement explains how benefits under Your Policy may be continued even after Your Policy lapses.**

This Endorsement is part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**Nonforfeiture Benefit**

After Your Policy and this Endorsement have been in effect for three (3) years (or one (1) year if Your Policy Schedule shows that You have selected a limited payment option), We cannot terminate Your Policy because You failed to pay the required premium within the Grace Period. Instead, this Endorsement modifies the Policy Limit and changes Your Policy to paid-up status where no further premium is due.

**Amount of Nonforfeiture Benefit**

The new Policy Limit on the effective date of Your paid-up status will be equal to the total premium You have paid. However, in no event will the new Policy Limit ever be less than 1-times the Long-Term Care Benefit Amount at the time of lapse.

No benefits will be paid in excess of the new Policy Limit. Benefits will be paid subject to the Long-Term Care Benefit Amount level in effect at the time You lapsed Your Policy.

Also, no benefits will be paid in excess of the Policy Limit that would have been in effect if You had continued to pay premiums as required.

If Your Policy has been in effect for less than three (3) years (or one (1) year if Your Policy Schedule shows that You have selected a limited payment option), no Nonforfeiture Benefit is payable and Your Policy will terminate for non-payment of premium.

All optional benefit riders will automatically terminate when Your Policy changes to paid-up status under the provisions of the Nonforfeiture Benefit. In addition, no inflation adjustment will be made while the Policy is in effect under the Nonforfeiture Benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



**John Hancock Life Insurance Company**

**Contingent Nonforfeiture Protection Endorsement**

**This Endorsement explains what protections are available to You in the event You lapse Your policy due to a premium rate increase.**

This Endorsement is part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**What Happens if We Increase Premium Rates?**

If We increase Your premium to a level which results in a cumulative increase of Your annual premium which equals or exceeds the percentage of Your initial premium based upon Your original issue age as set forth below, We will inform You of Your right to:

- reduce Your current Policy benefits without any underwriting, so that the required premium payments are not increased; or
- convert Your current coverage pursuant to the Contingent Nonforfeiture Benefit described below.

Issue Age	% Increase Over Initial Premium	Issue Age	% Increase Over Initial Premium	Issue Age	% Increase Over Initial Premium
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		

In addition, this notification will inform You that if You lapse Your Policy within 120 days of the new premium due date, We will automatically convert Your current coverage pursuant to the Contingent Nonforfeiture Benefit described below.

We will notify You in writing at least 30 days prior to the due date of any new increased premium.

Please note that reference to a premium increase in this Endorsement does not include any increase attributable to Your voluntary election of additional or increased benefit levels or new Policy provisions.

Please note that if the cumulative increase is less than the percentage set forth above, the Contingent Nonforfeiture Benefit will not be available to You.

### **If You Elect to Decrease Your Benefits**

If You elect to decrease Your current Policy benefits, You may:

- eliminate any optional riders for which a premium is charged; or
- reduce Your Long-Term Care Benefit Amount in \$10 increments. Note, any other benefit amounts and the Policy Limit will decrease accordingly in the same ratio to the Long-Term Care Benefit Amount. Also, if You have any optional inflation coverage in force, such optional inflation coverage will continue to apply to the reduced amounts.

If additional benefit reduction options are available at the time of the premium increase notice, We will include information regarding these options in such notice.

A request for the change must be made to Us in writing and is not subject to evidence of insurability. Your premium will be based on the reduced amount of coverage and Your original issue age.

### **Contingent Nonforfeiture Benefit**

If You elect the Contingent Nonforfeiture Benefit or You lapse Your Policy within 120 days of the new premium due date and do not elect to reduce Your benefits, this Contingent Nonforfeiture Benefit will modify the Policy Limit and change Your Policy to paid up status where no further premium is due.

The new Policy Limit on the effective date of Your paid up status will be equal to the total premium You have paid. However, in no event will the new Policy Limit ever be less than thirty (30) times the Long-Term Care Benefit Amount at the time of lapse.

No benefits will be paid in excess of the new Policy Limit. Benefits will be paid subject to the Long-Term Care Benefit Amount level (and other coverage limits) in effect at the time You lapsed Your Policy. All optional benefit riders will automatically terminate when Your Policy changes to paid-up status under the provisions of the Contingent Nonforfeiture Benefit. In addition, no inflation adjustment will be made while the Policy is in effect under the Contingent Nonforfeiture Benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



**John Hancock Life Insurance Company**

**Contingent Nonforfeiture Protection Endorsement**

**This Endorsement explains what protections are available to You in the event You lapse Your policy due to a premium rate increase.**

This Endorsement is part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**What Happens if We Increase Premium Rates?**

If We increase Your premium to a level which results in a cumulative increase of Your annual premium which equals or exceeds the percentage of Your initial premium based upon Your original issue age as set forth below, We will inform You of Your right to:

- reduce Your current Policy benefits without any underwriting, so that the required premium payments are not increased; or
- convert Your current coverage pursuant to the Contingent Nonforfeiture Benefit described below.

Issue Age	% Increase Over Initial Premium	Issue Age	% Increase Over Initial Premium	Issue Age	% Increase Over Initial Premium
29 and under	200%	66	48%	79	22%
30-34	190%	67	46%	80	20%
35-39	170%	68	44%	81	19%
40-44	150%	69	42%	82	18%
45-49	130%	70	40%	83	17%
50-54	110%	71	38%	84	16%
55-59	90%	72	36%	85	15%
60	70%	73	34%	86	14%
61	66%	74	32%	87	13%
62	62%	75	30%	88	12%
63	58%	76	28%	89	11%
64	54%	77	26%	90 and over	10%
65	50%	78	24%		

In addition, this notification will inform You that if You lapse Your Policy within 120 days of the new premium due date, We will automatically convert Your current coverage pursuant to the Contingent Nonforfeiture Benefit described below.

We will notify You in writing at least 30 days prior to the due date of any new increased premium.

Please note that reference to a premium increase in this Endorsement does not include any increase attributable to Your voluntary election of additional or increased benefit levels or new Policy provisions.

Please note that if the cumulative increase is less than the percentage set forth above, the Contingent Nonforfeiture Benefit will not be available to You.

### **If You Elect to Decrease Your Benefits**

If You elect to decrease Your current Policy benefits, You may:

- eliminate any optional riders for which a premium is charged; or
- reduce Your Long-Term Care Benefit Amount in \$100 increments. Note, any other benefit amounts and the Policy Limit will decrease accordingly in the same ratio to the Long-Term Care Benefit Amount. Also, if You have any optional inflation coverage in force, such optional inflation coverage will continue to apply to the reduced amounts.

If additional benefit reduction options are available at the time of the premium increase notice, We will include information regarding these options in such notice.

A request for the change must be made to Us in writing and is not subject to evidence of insurability. Your premium will be based on the reduced amount of coverage and Your original issue age.

### **Contingent Nonforfeiture Benefit**

If You elect the Contingent Nonforfeiture Benefit or You lapse Your Policy within 120 days of the new premium due date and do not elect to reduce Your benefits, this Contingent Nonforfeiture Benefit will modify the Policy Limit and change Your Policy to paid up status where no further premium is due.

The new Policy Limit on the effective date of Your paid up status will be equal to the total premium You have paid. However, in no event will the new Policy Limit ever be less than 1-times the Long-Term Care Benefit Amount at the time of lapse.

No benefits will be paid in excess of the new Policy Limit. Benefits will be paid subject to the Long-Term Care Benefit Amount level (and other coverage limits) in effect at the time You lapsed Your Policy. All optional benefit riders will automatically terminate when Your Policy changes to paid-up status under the provisions of the Contingent Nonforfeiture Benefit. In addition, no inflation adjustment will be made while the Policy is in effect under the Contingent Nonforfeiture Benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



**JOHN HANCOCK LIFE INSURANCE COMPANY**

**SharedCare Benefit**

**Optional Benefit Rider**

**This Rider allows Your Partner to access the available benefits under Your Policy once Your Partner's Policy Limit have been exhausted.**

This Rider is a part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**General**

You have designated Your Partner as the SharedCare Covered Person under Your policy. This designation will allow Your Partner to access available benefits under Your policy if, and only if:

- Your Partner has added an identical SharedCare Benefit Rider to his or her policy, naming You as the Covered Person under that policy; and
- The Policy Limit of Your Partner's own John Hancock policy has been exhausted.

**DEFINITIONS**

The following term has special meaning for use in this Rider:

- "Your Partner" means the person named as Your Partner in the application or enrollment form for this Rider.

**THE SHARED CARE BENEFIT AND HOW IT WORKS**

**SharedCare Benefit**

If Your Partner exhausts the Policy Limit under his or her John Hancock policy, We will automatically continue Your Partner's claim subject to the terms and Policy Limit of Your Policy as long as You keep this Rider in force. You may keep this Rider in force by the timely payment of the Rider premium. Any benefits remaining under Your Policy will then be available to both of You. When accessing benefits under Your Policy:

- Your Partner must satisfy the Elimination Period under his or her John Hancock policy; and
- We will calculate benefits paid on behalf of Your Partner according to the applicable Long-Term Care Benefit Amount found in Your Partner's policy prior to its termination.

You and Your Partner may both receive benefits under Your Policy at the same time. If that happens, the applicable benefit limits specified in Your Policy will continue to apply to You. Your Partner's claim will be paid as described above. However, in no event will We pay benefits that exceed the maximum Policy Limits of both policies combined.

We will provide You with written notification when Your Partner begins to access benefits under Your Policy.

Please note that Your Stay at Home Lifetime Benefit Amount and the Additional Cash Benefit (if included in Your Policy) is not available for Your Partner to access through operation of this Rider.

In the event that the Policy Limit under both Your and Your Partner's policies are exhausted, this Rider will terminate.

## **WHAT HAPPENS IF YOU OR YOUR PARTNER DIE**

### **SharedCare Continued Access**

Upon receipt of proof of the death of You or Your Partner, We will increase the survivor's Policy Limit by the amount of the deceased Partner's remaining Policy Limit, if any. We will provide the survivor with written verification of the new Policy Limit and the new Policy premium. The new Policy premium is equal to the survivor's base Policy premium, including the premium for any endorsements/riders (minus the premium for SharedCare.)

## **WHAT HAPPENS IF YOUR PARTNER EXHAUSTS YOUR POLICY BENEFITS**

### **SharedCare Election to Increase Benefits**

In the event Your Partner exhausts Your Policy benefits, You may elect to purchase an additional two (2) year Benefit Period. This means Your Policy Limit will be restored to an amount equal to the Long-Term Care Benefit Amount then in effect times the applicable 730-days or 24-months, as the case may be. Any other benefit amounts will also be restored to the same level that were in effect on the date Your Policy Limit was exhausted. Except for SharedCare, all other optional benefit riders and endorsements will also be restored. Your Partner will no longer have access to Your Policy benefits.

This election will not be available to You (and, if requested, will not take effect) if:

- You have been eligible for benefits during the two year period prior to the date Your Policy Limit was exhausted; or
- the date Your Policy Limit is exhausted occurs on or after Your 91st birthday.

We will notify You of the exhaustion of Your Policy Limit and Your right to increase Your Policy Limit. You must notify Us in writing within 60 days of the date of this notice that You elect to increase your Policy Limit as described above. No underwriting will be required. The premium payable for this increase will be based upon the Long-Term Care Benefit Amount then in effect and Your attained age on the date the Policy Limit is increased.



## WAIVER OF PREMIUM

### Waiver of Premium

We will only apply the Waiver of Premium Benefit provision in Your Policy if You are receiving benefits under Your Policy. We will not waive premium under Your Policy because Your Partner is receiving benefits.

## RESTORATION OF BENEFITS

### Restoration of Benefits

The optional Restoration of Benefit Rider does not extend to this Rider. If the optional Restoration of Benefits Rider is attached to Your Policy, Your Policy Limit will only be restored to the extent that You have accessed benefits under Your Policy subject to the provisions of the Restoration of Benefits Rider. Benefits accessed under Your Policy by Your Partner will not be restored.

## WHEN THIS RIDER WILL END

### Termination of This Rider

The termination of this Rider will not affect Your Policy, except that any benefits paid under it on behalf of Your Partner will be deducted from the applicable Policy Limit.

This Rider will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

In addition, this Rider will terminate on any of the following dates:

- the date You or Your Partner dies;
- the date the SharedCare Benefit Rider on Your Partner's policy is terminated for any reason other than exhaustion of benefits under that policy;
- the date benefits are exhausted under both Your Policy and Your Partner's policy; or
- the date that You elect to revise Your Policy in a manner which the benefit levels or benefit options under Your Policy are no longer identical to those of Your Partner. This does not include increases in benefits due to the operation of the Guarantee Purchase Option, if included in Your Policy.

Signed for the Company at Boston, Massachusetts:

Secretary



**JOHN HANCOCK LIFE INSURANCE COMPANY**

**FamilyCare Benefit**

**Optional Benefit Rider**

**This Rider allows up to three (3) of Your Family Members to access the available benefits under Your Policy.**

This Rider is a part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise expressly provided below.

**General**

You have designated the Family Member(s) named in the Policy Schedule as Covered Person(s) under Your Policy. This designation will allow Your designated Family Member(s) to access available FamilyCare benefits under Your Policy subject to the terms and conditions listed below. No other rights or privileges are granted to the Family Member under Your Policy unless expressly specified within this Rider.

"Family Member" means a person named on the Policy Schedule Page as a Covered Person under this Rider.

**THE FAMILYCARE BENEFIT AND HOW IT WORKS**

**FamilyCare Elimination Period**

Under the FamilyCare Benefit, all covered Family Members can contribute to the satisfaction of the Elimination Period under the Policy. There is not a separate Elimination Period for each Family Member for the FamilyCare Benefit.

The definition of the Elimination Period is modified as follows:

"Elimination Period" (waiting period) means the number of Dates of Service that would otherwise be covered by this Policy, for which We will not pay benefits. The Elimination Period is shown in the Policy Schedule. Only one complete Elimination Period needs to be satisfied while Your Policy is in force.

The Elimination Period starts on the first Date of Service. No Date of Service may be counted as more than one day towards the satisfaction of the Elimination Period even if services were received by more than one person on that date. The Dates of Service used to satisfy the Elimination Period do not need to be consecutive and may be accumulated under separate claims and by different individuals (e.g., You and Your Family Members).

We will not pay benefits for charges during the Elimination Period, except for Care Advisory

Services, Stay at Home Benefits or Respite Care. Days that You and/or a Family Member only receive Respite Care or Homemaker Services will not count toward the satisfaction of the Elimination Period.

If You or a Family Member receive Home Health Care for one or more days in a Calendar Week, We will apply seven days toward the satisfaction of the Elimination Period, except if Respite Care is being received during the same Calendar Week. If Respite Care is received during a Calendar Week, only the actual Dates of Service other than Respite Care will be applied toward satisfaction of the Elimination Period. Please note that there will be no credit of days, which occur before the first Date of Service. (Calendar Week means the seven consecutive day period that begins on Sunday at 12:01 a.m.)

### **Eligibility for the Payment of the FamilyCare Benefit**

You will be eligible for payment of the FamilyCare Benefit if Your Family Member satisfies all of the following conditions.

- As this Policy is intended to be tax-qualified under federal law, Your Family Member must provide Us with a certification from a Licensed Health Care Practitioner that he or she meets the definition of Chronically Ill Individual. This written certification must be renewed and submitted to Us every 12 months.

A 'Chronically Ill Individual' means any individual who has been certified by a Licensed Health Care Practitioner as: (i) being unable to perform (without substantial assistance from another individual) at least two Activities of Daily Living for a period of at least ninety days due to a loss of functional capacity; (ii) having a level of disability similar (as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services) to the level of disability described in item (i); or (iii) requiring substantial supervision to protect such individual from threats to health and safety due to Cognitive Impairment.

- The Elimination Period has been satisfied (unless otherwise provided in the Policy).
- Your Family Member receives care or services that are:
  - consistent with their care needs;
  - specified in a Plan of Care;
  - covered under this Policy; and
  - in accordance with accepted medical and nursing standards of practice.
- We receive a current Plan of Care for Your Family Member and written Proof of Loss that is acceptable to Us.

### **Payment of the FamilyCare Benefit**

The FamilyCare Benefit allows Your Family Member to access available benefits under the Long-Term Care Benefit, the Stay at Home Benefit, the Respite Care Benefit and the Care Advisory Services Benefit so long as the Family Member is eligible for the payment of FamilyCare Benefit. Any FamilyCare Benefit will be paid to You unless You assign benefits to another person or entity. As a reminder, You may assign these benefits to Your Family Member or to Your Family Member's care provider.

You and Your Family Members may access benefits under Your Policy at the same time. If that happens, all applicable benefit limits specified in Your Policy will continue to apply to You and Your Family Members. The FamilyCare Benefit does not create separate or additional benefit amounts or maximums. This means that We will not pay for charges in excess of the:

- Long-Term Care Benefit Amount for Long-Term Care Services received by You and Your Family Member(s) in the same month;
- Stay at Home Lifetime Benefit Amount for Stay at Home Services received by both You and Your Family Member(s) during the lifetime of this Policy;
- Respite Care Benefit received by both You and Your Family Member(s) during the Elimination Period;
- Care Advisory Services Benefit for Care Advisory Services received by both You and Your Family Member(s) during the lifetime of this Policy; or
- Policy Limit.

Payment of the FamilyCare Benefit is subject to all definitions, exceptions, limitations and conditions of this Policy, unless otherwise stated in this Rider.

The FamilyCare Benefit is only applicable if Your Family Member is receiving care or services within the fifty (50) United States and the District of Columbia and is not subject to the International Coverage Benefit. However, this does not affect Your right to receive benefits under the International Coverage Benefit.

You may remove a Family Member as a Covered Person at any time. However, such notice of removal must be in writing and sent to Our LTC Administrative Office. Once we receive written notice of such removal, We will send You and the applicable Family Member written confirmation of this request. We will also send You confirmation of Your new reduced Policy premium. The remaining Policy Limit will not be reduced even though there will be one (or more) less individuals covered under the Policy.

In addition, in the event a Family Member dies, please provide us with written notice of such death so that We can adjust Your premium. Once we receive the written notice of death, we will send You confirmation of Your new reduced Policy premium. The remaining Policy Limit will not be reduced even though there will be one (or more) less individuals covered under the Policy.

## **WAIVER OF PREMIUM**

### **Waiver of Premium**

We will apply the Waiver of Premium Benefit provision in Your Policy if You or any of Your Family Members are receiving benefits under Your Policy except if You and/or a Family Member are receiving Respite Care, Care Advisory Services or Stay at Home Services. This means that once the Elimination Period has been satisfied, the Policy premium will be waived for future premiums if You and/or a Family Member are receiving benefits under the Policy until the date when benefits are no longer payable.

## CONTINUATION

### Continuation Upon Policy Termination due to Non-Payment of Premium or Death

If this Policy terminates due to non-payment of premium or Your death, We will allow a Family Member to step into the role of Policyholder. Such Family Member must be a Family Member that You designate for this purpose. Your application for this Policy names the order of succession of Family Members for this role. You may change a designation or order of succession at any time. As a reminder, only Family Members named in Your application are eligible for this position. Any change in designation must be in writing and sent to Our LTC Administrative Office. Please note that You are responsible for notifying Us of any change in address of Your Family Member(s). Policyholder succession will be based upon the order that You have designated and is on file with Us.

If a Family Member replaces You as Policyholder, the Policy will not terminate so long as required premiums payments are made on a timely basis.

Continuation is not available if Your Policy terminates due to exhaustion of the Policy Limit or if the Policy is continued under the provisions of any nonforfeiture benefit.

- **FamilyCare Continued Access Due to Non-Payment of Premium** – If this Policy terminates for non-payment of premium, We will notify all Family Members of such termination as well as the option to keep this Policy in force. We must then receive the Family Member's written election to keep this Policy in force within 30-days from the date of Our original notice; otherwise the Policy will terminate.

We will provide written notice to the Family Member whom You have designated to replace You as Policyholder of the amount of the new reduced premium. In addition, the remaining Policy Limit will not be reduced even though there will be one (or more) less individuals covered under the Policy.

- **FamilyCare Continued Access Upon Your Death** -- In the event You die, Your Family Member must provide Us with written notice of Your death.

Upon receipt of such notice, We will provide written notice to the Family Member who You have designated to replace You as Policyholder of the amount of the new reduced premium, which must be paid by the new Policyholder when due in order to keep this Policy in force. In addition, the remaining Policy Limit will not be reduced even though there will be one (or more) less individuals covered under the Policy.

## WHEN THIS RIDER WILL END

### Termination of This Rider

You may terminate this Rider at any time. The termination of this Rider will not affect Your Policy, except that any benefits paid under it on behalf of Your Family Member(s) will be deducted from the applicable Policy Limit.

This Rider will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary

**SAMPLE**



## **John Hancock Life Insurance Company**

### **Restoration of Benefits**

#### **Optional Benefit Rider**

**This Rider allows the Policy Limit to be restored.**

This Rider is a part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

#### **Benefit Restoration**

We will restore on a one-time basis the Policy Limit as shown in the Policy Schedule and as increased by any Inflation coverage or Guaranteed Purchase Option as may be attached to this Policy, when a period of 180 consecutive days elapses during which You did not:

- need Substantial Assistance to perform at least two of the Activities of Daily Living; and/or
- require Substantial Supervision to protect Yourself from threats to health and safety due to the presence of a Cognitive Impairment.

We reserve the right to perform an on-site nursing or functional/cognitive assessment or require a physical exam in order to confirm that You did not meet the above described criteria for a period of 180 consecutive days. We will pay for any interview, assessment or examination that We request.

In the event the above requirements are met, the only benefit limit that will be restored is the Policy Limit. In no event will We restore any separate benefit limit, such as the separate Stay at Home Benefit limit or any other benefit limit found in the Policy, a Rider or an Endorsement.

In addition, in the event Your Policy also includes the SharedCare Benefit Rider, Your Policy Limit will only be restored to the extent that You have accessed benefits under Your Policy subject to the provisions of the Restoration of Benefits Rider. Benefits accessed under Your Policy by Your Partner will not be restored.

#### **Termination**

Once Your Policy Limit has been restored due to operation of this Rider, this Rider will terminate. We will notify You of such termination and remove any future premium cost associated with this Rider.

This Rider will also terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



## John Hancock Life Insurance Company

### Survivorship & Waiver of Premium Benefit

#### Optional Benefit Rider

**This Rider provides that Your premiums will be waived in the event Your Partner dies or goes on claim after a 10-year claim free period.**

This Rider is a part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

For purposes of this Rider, "Your Partner" refers to the individual named as Your Partner in the application or enrollment form for this Rider.

#### THE SURVIVORSHIP BENEFIT AND HOW IT WORKS

##### Survivorship Benefit

If Your Partner dies, Your Policy will be fully paid up and no further premium payments will be required for Your Policy if all of the following conditions have been met:

- no benefits (except for Care Advisory Services) were paid to You or Your Partner under either of such policies during the first 10 years these policies were in force;
- on the date of Your Partner's death, both You and Your Partner had individual long-term care insurance policies in force with Us (other than under a nonforfeiture benefit, if any) for a period of 10 consecutive full years; and
- on the date of Your Partner's death, this Rider had been in force for at least 10-years.

In order for Us to provide You this benefit, You must provide Us proof of the death of Your Partner.

Premiums will not be waived for any benefits added after the death of Your Partner due to the operation of this Rider.



## THE WAIVER OF PREMIUM BENEFIT AND HOW IT WORKS

### Waiver of Premium Benefit

We will waive the premium for Your Policy if the premium for Your Partner's policy is waived by Us and all of the following conditions have been met:

- no benefits (except for Care Advisory Services) were paid to You or Your Partner under either of such policies during the first 10 years these policies were in force;
- on the date the premium under Your Partner's policy is waived, both You and Your Partner had individual long-term care insurance policies in force with Us (other than under a nonforfeiture benefit, if any) for a period of 10 consecutive full years; and
- on the date the premium under Your Partner's policy is waived, this Rider had been in force for at least 10-years.

Your Partner waiver period will begin on the day after Your Partner's Elimination Period has been satisfied. You must resume paying premiums on the earlier of the following dates:

- the date the premiums under Your Partner's policy are no longer waived; or
- the date Your Partner's policy terminates.

If Your premium has been paid for a period for which premiums are waived under this Rider, We will refund the premium for such period. In order to keep this Policy in effect after the waiver of premium period ends, payment of premiums must be resumed.

Premiums will not be waived for any benefits You may purchase in the future due to the operation of this Rider.

### WHEN THIS RIDER WILL END

#### Termination of This Rider

This Rider will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

If Your Partner dies and You have not met the conditions necessary to qualify for benefits under this Rider, please notify Us of the death in writing, so that We can remove this Rider and its associated premium cost from future premium notices.

Signed for the Company at Boston, Massachusetts:

Secretary



**John Hancock Life Insurance Company**

**Waiver of the Home Care Elimination Period Benefit**

**Optional Benefit Rider**

**This Rider will waive the requirement to satisfy the Elimination Period if You are receiving Home Health Care, Hospice Care, Homemaker Services or Adult Day Care.**

This Rider is a part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**Waiver of the Elimination Period**

We will waive the requirement that You satisfy the Elimination Period before receiving benefits if You are:

- eligible for the payment of benefits under the Policy; and
- receiving any of the following care --
  - Home Health Care in Your Home;
  - Hospice Care in Your Home, a Nursing Home or Assisted Living Facility; or
  - Adult Day Care in an Adult Day Care Center.

You still must satisfy Your Elimination Period before benefits are payable under the Long-Term Care Benefit for confinement in a Nursing Home or an Assisted Living Facility. In addition, You must satisfy Your Elimination Period before Your premiums are waived under the Waiver of Premium provision. However, days that You receive Home Health Care, Hospice Care or Adult Day Care may be used to satisfy Your Elimination Period.

The Waiver of the Elimination Period Benefit is only applicable if You are receiving care or services within the fifty (50) United States and the District of Columbia and does not apply to the International Coverage Benefit.

**Termination**

This Rider will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



## **John Hancock Life Insurance Company**

### **Additional Cash Benefit**

#### **Optional Benefit Rider**

**This Rider will provide You with access to additional funds in order to allow You to remain in Your Home.**

This Rider is a part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

#### **Additional Cash Benefit**

The Additional Cash Benefit can be used to pay for a variety of Your long-term care expenses while You are living in Your Home.

Each month, We will pay You the Additional Cash Benefit Amount if:

- You need Substantial Assistance to perform at least two of the Activities of Daily Living or require Substantial Supervision to protect Yourself from threats to health and safety due to the presence of a Cognitive Impairment;
- You have satisfied Your Elimination Period;
- You have not been confined in a Nursing Home or Assisted Living Facility for any part of the calendar month; and
- You have received Home Health Care at least one day during the calendar month.

The Additional Cash Benefit Amount is shown on the Policy Schedule. A benefit paid under the Additional Benefit will not reduce the Policy Limit. You may receive Policy benefits such as the Long-Term Care Benefit, the Stay at Home Benefit and Care Advisory Services Benefit while receiving benefits under the Additional Cash Benefit. Payment of the Additional Cash Benefit Amount will begin only after You have satisfied Your Elimination Period. Any inflation adjustment (or benefit level increase as a result of Your acceptance of an offer under the Guaranteed Purchase Option Endorsement if included in Your Policy) will apply equally to the Additional Cash Benefit Amount.

Payment of the Additional Cash Benefit will end on the earlier of the following dates:

- the date that You are no longer eligible for benefits under the Policy; or
- the date the Policy Limit has been exhausted.

The Additional Cash Benefit is only applicable if You are receiving care or services within the fifty (50) United States and the District of Columbia and is not subject to the International Coverage Benefit.

**Important Notice Regarding Federal Income Tax Law in the Event You Elected a Long-Term Care Benefit Amount in Excess of \$150 per Day or \$4,500 per Month**

In the event You elected a Long-Term Care Benefit Amount in excess of \$150 per day or \$4,500 per month, as the case may be, benefits paid under the Additional Cash Benefit are subject to certain aggregation rules under the Internal Revenue Code for purposes of Federal Income Tax calculation. This means that Additional Cash Benefits will be aggregated with other benefits paid under the Policy. In the event that total payments exceed the "Per Diem Limitation" for that period, any benefits paid in excess of such limitation are includable in gross income. You are advised to review this benefit with a qualified tax professional or attorney to determine any such tax impact. In addition, at the time of payment of the Additional Cash Benefit, We will remind You to seek appropriate counsel regarding the federal income tax implications of the benefit payment with a qualified tax professional or attorney.

**Termination**

This Rider will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



## John Hancock Life Insurance Company

### Enhanced Return of Premium upon Death Benefit

#### Optional Benefit Rider

**Upon Your death, this Rider will provide Your beneficiary with a return of a portion of the premiums used to pay for Your Policy.**

This Rider is a part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

The provision captioned Return of Premium upon Death Benefit found in Your Policy is deleted in its entirety and replaced by the following.

#### **Enhanced Return of Premium Upon Death Benefit**

We will pay Your beneficiary an Enhanced Return of Premium upon Death Benefit if Your Policy is in force on the date of Your death. (That is, Your insurance is not being continued under the provisions of any nonforfeiture benefit.) Your beneficiary must provide Us with appropriate proof of death.

The Enhanced Return of Premium upon Death Benefit will be calculated by subtracting the sum of all benefits paid under Your Policy for charges incurred prior to the date of Your death from the sum of all premiums paid for Your Policy (accumulated without interest). In the event the amount of benefits paid exceed the sum of premiums paid for Your Policy, no Enhanced Return of Premium upon Death Benefit will be payable to Your beneficiary.

If We receive a claim for benefits for Long-Term Care Covered Charges after the Enhanced Return of Premium upon Death Benefit has been paid, benefits for those services will be reduced by the amount of the Enhanced Return of Premium upon Death Benefit that has been paid.

Your beneficiary for the Enhanced Return of Premium upon Death Benefit is the individual that You designated as beneficiary in Your application for this Policy. You may change the beneficiary for this benefit at any time. However, such request for a change in beneficiary must be in writing and sent to Our LTC Administrative Office.

**Important Notice Regarding Federal Income Tax Law** – Please note that the payment of the Enhanced Return of Premium upon Death Benefit may have Federal Income Tax implications for Your estate or beneficiary. You are advised to review this benefit with a qualified tax professional or attorney to determine any such tax impact.

**Termination**

This Rider will also terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary



**JOHN HANCOCK LIFE INSURANCE COMPANY**

**DOUBLE COVERAGE FOR ACCIDENT BENEFIT ENDORSEMENT**

This Endorsement is part of, and should be attached to Your Policy. It is subject to all the provisions of the Policy unless otherwise provided below.

**Double Coverage for Accident Benefit**

**Important Notes – This benefit is not available to You if You:**

- are age 65 or older at the time of an Accidental Injury; or
- the Policy Limit shown on the Schedule Page displays “Unlimited”.

**In addition, this benefit is not available to You or any of Your designated Family Members if Your Policy includes the FamilyCare Benefit.**

We will pay the actual charges incurred by You for Long-Term Care Services up to the Double Coverage for Accident Benefit Amount as shown in the Policy Schedule if:

- You become eligible for the payment of benefits under this Policy due to an Accidental Injury;
- Your Accidental Injury occurs after the effective date of Your Policy and prior to Your 65<sup>th</sup> birthday;
- You are not currently on claim or eligible for the payment of benefits under this Policy on the date of the Accidental Injury; and
- A Licensed Health Care Practitioner certifies within 90 days of the date of the Accidental Injury that because of such Accidental Injury You –
  - need Substantial Assistance to perform at least two of the Activities of Daily Living, or
  - require Substantial Supervision to protect Yourself from threats to health and safety due to the presence of a Cognitive Impairment.

For purposes of this benefit, the term “Accidental Injury” means an unexpected and unintentional physical event which is:

- independent of any and all existing medical conditions; and,
- unrelated to any medical conditions immediately prior to such event.

The Double Coverage for Accident Benefit Amount is equal to 2-times the Long-Term Care Benefit Amount. Benefits paid in excess of the Long-Term Care Benefit Amount will ***not*** be deducted from the Policy Limit. We will never pay more than the actual charges You incur for care and services covered by this Policy. Payment of the Double Coverage for Accident Benefit will begin only after You have satisfied Your Elimination Period.

Benefits payable under the Double Coverage for Accident Benefit because of an Accidental Injury will terminate when You no longer need Substantial Assistance to perform at least two of the Activities of Daily Living or require Substantial Supervision to protect Yourself from threats to health and safety due to the presence of a Cognitive Impairment.

If You suffer an additional loss or condition after You recover from an Accidental Injury, but that loss or condition does not result primarily from an Accidental Injury, You will not qualify for payment of the Double Coverage for Accident Benefit.

**Termination**

This Endorsement will terminate when the Policy terminates, or when the Policy is continued under the provisions of any nonforfeiture benefit.

Signed for the Company at Boston, Massachusetts:

Secretary