

PENN TREATY NETWORK AMERICA INSURANCE COMPANYSM

3440 Lehigh Street, PO Box 7066
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(800) 362-0700



POST ACUTE RECOVERY CARE[®] POLICY

This is a Short Term-Nursing Home Policy that offers benefits for less than twelve (12) months. This is not a Long Term Care Policy

GUARANTEED RENEWABLE FOR LIFE - PREMIUMS SUBJECT TO CHANGE

This Policy is guaranteed renewable for the rest of Your lifetime and may be kept in force by the timely payment of premiums. We cannot refuse to renew this Policy as long as You pay the premiums when due. We cannot change the premiums of this Policy due to a change in Your age or health. We can change the premiums only if they are changed for all policies in Your state on this Policy form. Such a change would have to be filed with and approved by Your state commissioner of insurance. Notice of any change in premiums will be sent at least thirty-one (31) days in advance. (Payment of the renewal premium will not restore or replenish the benefits available under this Policy. Please refer to the Policy's **Restoration of Benefits** provision on Page 10 to learn how benefits may be restored.)

THIRTY (30) DAY RIGHT TO EXAMINE POLICY

Carefully read this Policy as soon as You receive it. If You are not satisfied for any reason, You may return it to Us, or Our authorized agent, if You purchased this from an agent, within thirty (30) days of Your receiving it. We will refund the entire premium paid directly to You within thirty (30) days of the Policy being returned. The Policy will then be considered void from the beginning.

NOTICE TO BUYER: *This Policy may not cover all of the costs associated with Nursing Home Care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Policy limitations.*

CAUTION: THE ISSUANCE OF THIS POLICY IS BASED UPON YOUR RESPONSES TO THE QUESTIONS ON YOUR APPLICATION. A COPY OF YOUR APPLICATION IS ATTACHED. IF YOUR ANSWERS, TO THE BEST OF YOUR

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POLICY SCHEDULE

POLICY NUMBER

EFFECTIVE DATE

INSURED

FIRST RENEWAL DATE

AGE

INITIAL PREMIUM
\$

POLICY FEE
\$

RENEWAL PREMIUM
\$

PREMIUMS

| | | | | |
|--------------|-------------------|-----------------|---------------|---|
| ANNUAL \$ | SEMI-ANNUAL \$ | QUARTERLY \$ | MONTHLY \$ | AUTOMATIC BANK WITHDRAWAL \$ (MONTHLY) |
|--------------|-------------------|-----------------|---------------|---|

BENEFITS

MAXIMUM DAILY BENEFIT

\$

MAXIMUM LIFETIME BENEFIT

DAYS

ADULT DAY CARE DAILY BENEFIT
Fifty percent (50%) of the Maximum Daily Benefit

\$

ELIMINATION PERIOD

DAYS

BED RESERVATION BENEFIT

DAYS

RESTORATION OF BENEFITS

INCLUDED

(THE PREMIUMS SHOWN ABOVE INCLUDE PREMIUMS FOR ANY RIDERS ISSUED ON THE SAME DATE AS THIS POLICY).

RIDERS ISSUED ON THE SAME DATE AS THIS POLICY

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SECTION I: POLICY BENEFIT PROVISIONS

This section tells You about the care/services covered by this Policy and explains how You qualify for benefits.

Benefits are available for **Assisted Living Facilities, Nursing Facilities and Adult Day Care Facilities**. What follows is an explanation of each of these benefits, including definitions of important words and terms, which will help You understand these benefits. Throughout the Policy, important words and terms appear in **bold print**. They appear in *italicized bold print* where they are defined.

Whenever “You” and “Your” appears in this Policy, it refers to the Insured listed in the Policy Schedule; “We”, “Us” and “Our” refers to Penn Treaty Network America Insurance CompanySM.

ASSISTED LIVING FACILITY BENEFITS

For each day You are **confined** to an **Assisted Living Facility** and meet the **Assisted Living Facility Conditions of Eligibility**, We will pay the lesser of:

- 1) the **Assisted Living Facility Daily Fee**, or
- 2) the **Maximum Daily Benefit** listed in the Policy Schedule; or
- 3) the reasonable and customary charge for similar services rendered in a similar facility in the same geographic area.

Confined is assigned to a bed and physically present within the facility.

An **Assisted Living Facility** is a facility licensed or certified by the appropriate federal or state agency to engage primarily in providing care and unscheduled services to resident inpatients and which:

- 1) provides twenty-four (24) hour a day care and services sufficient to support needs resulting from inability to perform **Activities of Daily Living** and/or **Cognitive Impairment**;
- 2) has a trained and ready to respond employee on duty at all times to provide care and services;
- 3) provides three (3) meals a day and accommodates special dietary needs; and
- 4) has the appropriate methods and procedures to provide necessary assistance to residents in the management of prescribed medications.

(Please refer to the definition of **Activities of Daily Living** on page 5 and the definition

An **Assisted Living Facility** may sometimes be called a Residential Care Facility, Adult Congregate Living Facility, Personal Care Facility or Sheltered Living Facility. Any facility, or section thereof, known by one (1) of these names, or any other name, will be considered eligible if it meets this Policy definition of an **Assisted Living Facility**.

Assisted Living Facility Daily Fee is the facility's daily rate for room and board, assisted living services provided by the **Assisted Living Facility's** staff and ancillary supplies and services. Incidental expenses, such as **Physician's** services, medications, pharmaceuticals, toiletries, transportation charges and beautician's services, will not be considered as part of the **Assisted Living Facility Daily Fee**.

ASSISTED LIVING FACILITY BENEFITS CONDITIONS OF ELIGIBILITY

You become eligible to receive the **Assisted Living Facility Benefits** when:

- 1) You are unable to perform two (2) or more of the **Activities of Daily Living** without human assistance or continual supervision. Human assistance includes hands-on physical aid or support, as well as stand-by assistance, reminders and verbal cueing.

The **Activities of Daily Living** are the basic, day-to-day human functions and are comprised of the following:

- 1) **Eating** is reaching for, picking up, and grasping a utensil and cup; getting food on a utensil, and bringing food, utensil, and cup to mouth; manipulating food on plate; and cleaning face and hands as necessary following meals.
- 2) **Bathing** is cleaning the body using a tub, shower, or sponge bath, including getting a basin of water; managing faucets, getting in and out of tub or shower, and reaching head and body parts for soaping, rinsing, and drying.
- 3) **Dressing** is putting on, taking off, fastening, and unfastening garments and undergarments and special devices such as back or leg braces, corsets, elastic stockings or garments, and artificial limbs or splints.
- 4) **Transferring** is moving from one sitting or lying position to another sitting or lying position; for example, from bed to a wheelchair or sofa; coming to a standing position; or repositioning to promote circulation and prevent skin breakdown.
- 5) **Toileting** is getting on and off a toilet or commode and emptying a commode; managing clothing and wiping and cleaning the body after toileting; and using and emptying a bedpan and urinal.
- 6) **Continence** is the ability to control bowel and bladder, as well as use ostomy

2) You are afflicted with **Cognitive Impairment**.

Cognitive Impairment is confusion and/or disorientation resulting from a deterioration or loss of intellectual capacity that is not related to, or a result of, mental illness, but which can result from Alzheimer's Disease and other forms of Organic Brain Syndrome. **Cognitive Impairment** must result in Your requiring supervision to maintain Your safety and/or the safety of others.

The deterioration or loss of intellectual capacity may be established through the use of standardized tests that reliably measure impairment in the following areas: short term and/or long-term memory; orientation as to person, place and time; and deductive or abstract reasoning.

OR

3) Your confinement is certified by Your **Physician** as essential to Your health, safety and welfare and this certification is in accordance with the usual standards of medical practice for your injury or sickness. (This is sometimes referred to as the confinement being "Medically Necessary".)

A **Physician** is anyone properly licensed as a practitioner of the healing arts operating within the scope of his/her license who is other than You or a **Family Member**.

A **Family Member** is anyone related to You through blood, marriage or operation of law. This includes the following relatives of You and/or Your spouse: parents, grandparents, siblings, children, grandchildren, aunts, uncles, cousins, nephews, nieces and in-laws.

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NURSING FACILITY BENEFITS

For each day You are **confined** to a **Nursing Facility** and meet the **Nursing Facility Conditions of Eligibility**, We will pay the lesser of:

- 1) the **Nursing Facility Daily Fee**; or
- 2) the **Maximum Daily Benefit** listed in the Policy Schedule; or
- 3) the reasonable and customary charge for similar services rendered in a similar facility in the same geographic area.

A **Nursing Facility** is a facility, or distinctly separate part of a hospital or other institution, which is licensed by the appropriate federal or state agency to engage primarily in providing nursing care and related services to inpatients, and which:

- 1) provides twenty-four (24) hour a day nursing services;
- 2) has a nurse on duty or on call at all times;
- 3) maintains clinical records for all patients; and
- 4) has appropriate methods and procedures for handling and administering drugs and biologicals.

If a facility or institution (such as a congregate care facility or life care community) has multiple licenses and/or multiple purposes, only the section, wing, ward or unit (including a separate room or apartment) that specifically qualifies as a **Nursing Facility** will be covered by this Policy.

A **Nursing Facility** may sometimes be called a Skilled Nursing Facility, Intermediate Care Facility or Custodial Care Facility. Any facility, or section thereof, known by one (1) of these names, or any other name, will be considered eligible if it meets this Policy definition of **Nursing Facility**.

Nursing Facility Daily Fee is the facility's daily rate for room and board, nursing care provided by the **Nursing Facility's** staff and ancillary supplies and services. Incidental expenses, such as **Physician's** services, medications, pharmaceuticals, toiletries, transportation charges and beautician's services, will not be considered as part of the **Nursing Facility Daily Fee**.

NURSING FACILITY BENEFITS CONDITIONS OF ELIGIBILITY

The **Nursing Facility Conditions of Eligibility** are identical to the **Assisted Living Facility Conditions of Eligibility**. (Please refer to Page 5 for the **Assisted Living Facility Conditions of Eligibility**.)

ADULT DAY CARE BENEFITS

For each day You receive **Adult Day Care** and meet the **Adult Day Care Conditions of Eligibility**, We will pay the lesser of:

- 1) the actual charge incurred; or
- 2) the **Adult Day Care Daily Benefit** listed in the Policy Schedule; or
- 3) the reasonable and customary charge for similar services provided in the same geographic area.

Adult Day Care is a program for four (4) or more individuals, of social or healthrelated, or both, services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the home.

Adult Day Care Center is a facility, which is established and operated in accordance with any applicable state or local laws required in order to provide **Adult Day Care** and is licensed or certified if so required.

ADULT DAY CARE BENEFITS CONDITIONS OF ELIGIBILITY

The **Adult Day Care Conditions of Eligibility** are identical to the **Assisted Living Facility Conditions of Eligibility**. (Please refer to Page 5 for the **Assisted Living Facility Conditions of Eligibility**.)

SECTION II: BENEFIT LIMITATIONS

This section explains the limitations of the benefits available under this Policy.

MAXIMUM DAILY BENEFIT

The **Maximum Daily Benefit** is the maximum amount in benefits We will pay under any one (1) benefit, or combination of benefits, for care/services received during the same calendar day. The **Maximum Daily Benefit** is listed in the Policy Schedule.

MAXIMUM LIFETIME BENEFIT

The **Maximum Lifetime Benefit** is the maximum number of days in benefits We will pay during Your lifetime under this Policy, unless benefits are restored as described in the **Restoration of Benefits** provision on Page 10. Each day You are eligible for and receive the **Assisted Living Facility Benefits** or **Nursing Facility Benefits** will count as one (1) full day of the **Maximum Lifetime Benefit**. Each day You are eligible for and receive the **Adult Day Care Benefits** will count as one-half (1/2) day of the **Maximum Lifetime Benefit**. Your Policy's **Maximum Lifetime Benefit** is listed in the Policy Schedule.

ELIMINATION PERIOD

The **Elimination Period** serves as a deductible that must be satisfied before benefits will be available. Specifically, it is the number of days You must receive care/services before You will be eligible for benefits. For each day of care/services to be applied towards the satisfaction of the **Elimination Period**, the care/services must be otherwise covered by the Policy and eligible for benefits. When benefits do begin, they will not be retroactive to the beginning of the **Elimination Period**.

Each day of confinement to an **Assisted Living Facility** and/or **Nursing Facility** shall count as one (1) full day toward the satisfaction of the **Elimination Period**. Each day of **Adult Day Care** shall count as one-half (1/2) day toward the satisfaction of the **Elimination Period**.)

The **Elimination Period** must be satisfied only once, unless benefits are restored in accordance with the **Restoration of Benefits** provision on Page 10, and applies to all of the benefits available under this Policy on a combined basis. (e.g., If You satisfy the **Elimination Period** for confinement to an **Assisted Living Facility** and then would need to enter a **Nursing Facility**, it will not be necessary for You to satisfy the **Elimination Period** again.) The **Elimination Period** is listed in the Policy Schedule.

PRE-EXISTING CONDITIONS LIMITATION

SECTION III: ADDITIONAL BENEFITS

This section tells You about the extra benefits available with this Policy and explains how You can receive them.

THIRD PARTY NOTIFICATION OF LAPSE

You have the right to designate at least one (1) person who will be notified in the event Your Policy is about to lapse because the renewal premium has not been paid. This is to protect You from losing this valuable coverage in the event You become mentally incompetent or physically incapable of paying the renewal premium when due.

If You elect to designate such a person, Your Policy cannot be canceled for nonpayment of premium unless We have notified the designated person at least thirty (30) days in advance of the cancellation date. Notice shall be given by first class United States mail, postage prepaid, and will be sent thirty (30) days after a premium is due and unpaid. Notice shall be deemed to have been given five (5) days after the date We have mailed it to the third party.

Your written designation shall include the person's full name and home address and shall become a part of Our records. We shall notify You of the right to change this written designation at least once every two (2) years. If You do not elect to designate a Third Party to receive notice of cancellation for nonpayment of premium, a written waiver dated and signed by You will become part of Our records. You may elect to designate a Third Party or change the Third Party previously designated, at any time, by submitting a written request to Our Home Office.

(Designation of this Third Party does not constitute acceptance of any liability by this person for the cost of any care/assistance You receive.)

RESTORATION OF BENEFITS

We will restore the **Maximum Lifetime Benefit** of this Policy to the full original amount listed in the Policy Schedule when:

- 1) You have not been confined to an **Assisted Living Facility** or **Nursing Facility** and You have not received **Adult Day Care** or **Home Health Care** for a period of one hundred and eighty (180) consecutive days; and
- 2) Your **Physician** certifies that You recovered sufficiently to not require, and You were not

There is no limit to the number of times the **Maximum Lifetime Benefit** will restore as long as You meet the above requirements. The **Elimination Period** of the Policy must be satisfied each time benefits are restored. (Please refer to Page 9 for the Policy's **Elimination Period**.)

BED RESERVATION BENEFITS

We will pay a **Bed Reservation Benefit** when You are charged to hold Your room in an **Assisted Living Facility** or **Nursing Facility** when hospitalized during the course of an **Assisted Living Facility** or **Nursing Facility** confinement. The amount payable per day under the **Bed Reservation Benefit** shall be equal to the **Assisted Living Facility Benefit** and/or **Nursing Facility Benefit** payable on the day prior to the hospitalization. This benefit will be limited to ten (10) days per Calendar Year on a combined basis. Any days not used in a Calendar Year cannot be carried over to any subsequent year.

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SECTION IV: EXCLUSIONS

This section explains the circumstances under which benefits will not be payable even if You have met all of the other terms of the Policy.

Exclusions: The Policy will not pay benefits for:

- 1) Care/services that are provided while this Policy is not in force.
- 2) Care/services provided by a **Family Member**, or in a facility owned or operated by You or a **Family Member**.
- 3) Care/services that You would not be legally obligated to pay for in the absence of this insurance.
- 4) Care/services provided outside of the United States or its possessions.
- 5) Care/services that are payable under any Worker's Compensation or Occupational Disease Law.
- 6) Care/services for mental, nervous or emotional disorders without demonstrable organic origin. **(NOTE: ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN SYNDROMES ARE COVERED BY THE POLICY AS ANY OTHER SICKNESS).**
- 7) Care/services that are required as a result of war, or an act of war, whether declared or not.
- 8) Care/services that are required as a result of attempted suicide or intentionally self inflicted injuries.
- 9) Care/services that are required as a result of Your being intoxicated or under the influence of a non-**Physician** prescribed narcotic.
- 10) Care/services that are required as a result of alcoholism and/or drug addiction.
- 11) Care/services that are required as a result of Your commission of a felony or Your being engaged in an illegal occupation.
- 12) Care/services paid for by Medicare. If any portion of the charges for such care/services are not paid by Medicare, they will be covered, subject to the terms of this Policy.
- 13) Care/services that are covered by a major medical health insurance policy, a Health Maintenance Organization, automobile insurance policy or other property and casualty coverage. Any portion of charges not covered by such other insurance will be covered, subject to the terms of this Policy.

"Care/services" refers to confinement in an **Assisted Living Facility** and/or **Nursing Facility, Adult Day Care** and **Home Health Care**. (**Home Health Care** benefits are available only if the optional **Home Health Care Rider** is attached to this Policy.)

SECTION V: GENERAL CONTRACT PROVISIONS

Your Post-Acute Recovery Insurance Policy is a contract between You and Us. This section explains the general contract provisions that govern this Policy.

Consideration: We agree to insure You for the benefits stated in this Policy in consideration of the application received and the payment of the premium, subject to all of the terms, definitions, provisions, limitations and exclusions contained herein.

If You die while insured under the Policy, We will refund the part of any premium paid for the period after Your death. The refund will be made within thirty (30) days of Our receipt of written notice of Your death. It will be paid to Your estate.

Cancellation: We cannot cancel this Policy at any time. Once this Policy's thirty (30) day examination period has expired, You may only cancel this Policy on its renewal date. To cancel this Policy You must submit a written request to Our Home Office. If You request We cancel this Policy, the termination of this Policy will take effect on the first renewal date following Our receipt of Your request.

Effective Date: Evidence of insurability is required before the coverage is provided. Upon issuance of Your policy, coverage will begin at 12:01 AM, standard time, at Your residence on the Effective Date shown in the Policy Schedule. It ends at 12:01 AM, standard time, on the first renewal date.

Entire Contract Changes: This Policy, including any attached papers, constitutes the entire contract. No change is valid until approved by one (1) of Our executive officers and endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

Grace Period: A Grace Period of thirty-one (31) days is granted for the payment of each premium due after the first premium, during which time Your Policy continues in force. If the renewal premium is not paid before the Grace Period ends, Your Policy will lapse.

Reinstatement: If Your Policy lapses, We can consider reinstating it if We receive the renewal premium and a reinstatement application within six (6) months of the date the premium was due. If We approve Your reinstatement application, Your Policy will be reinstated as of the date of Our approval. If We disapprove Your application, We must do so in writing within forty-five (45) days of receiving the application, otherwise, Your Policy will be reinstated forty-five (45) days after the date of Our receiving the reinstatement application.

The reinstated Policy will cover only loss resulting from accidental injury as may occur after the date

CLAIMS UNDER THIS POLICY:

WHAT YOU SHOULD DO WHEN YOU HAVE A CLAIM:

Included with Your Policy are the Claim Forms that need to be completed so We can consider Your claim. Please follow the instructions on these forms as they will tell You precisely what You have to do. Following these instructions and submitting the information required will help us expedite the processing of Your claim. If You have any questions, or if You need Claim Forms, Please call Us at (800) 362-0700.

Notice of Claim: Written notice of claim must be give within twenty (20) days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at 3440 Lehigh Street, PO Box 7066, Allentown, PA 18105-7066 or to an authorized agent. Notice should include Your name and Policy number.

Claim Forms/Proof of Loss: We will furnish forms to prove loss. We will do so upon Our receipt of Notice of Claim. If the forms are not furnished within fifteen (15) days, You will be considered to have complied if, within the time for filing proofs, You give Us written proof specifically describing the loss within the time limit stated in the paragraph below.

You must submit the required Claim Forms or other written Proof of Loss within ninety (90) days of the occurrence of the loss. If You have a good reason for not doing so, We will not contest the claim. However, You must give Us proof no later than one (1) year from the time normally required unless legally incapable. As sufficient Proof of Loss, We may request full documentation, such as proof of the actual expenses incurred.

Payment of Claims: All benefits will be payable to You, unless You, or someone legally authorized to act in Your behalf, assigns these benefits by providing Us written instructions to pay another party. Any accrued benefits unpaid at Your death will be paid to Your estate, unless said benefits were so assigned to another party.

Time of Payment of Claims: Benefits payable under the Policy for any loss incurred will be paid within thirty (30) days after receipt of written Proof of Loss. Any balance remaining unpaid at the end of Our liability will be paid immediately upon receipt of written proof.

Coordination of Benefits with Other Penn Treaty Network America Policies: Should benefits for care/services covered by this Policy also be payable under any other policy and/or rider issued by Penn Treaty Network America Insurance CompanySM, the benefits to be paid under this Policy shall not, when combined with the benefits payable under said other policies/riders, exceed the actual charge incurred for the care/services received.

We will send You a written explanation of the results of Our review within thirty (30) days of Our receiving Your appeal, or within thirty (30) days of Our receiving any additional information needed to adequately review Your appeal.

Time Limit on Certain Defenses: No claim for care/services which begin after twentyfour (24) months from the Effective Date of coverage will be reduced or denied because a physical condition had existed before the Effective Date of coverage. A claim for care/services which begin within twenty-four (24) months of the Effective Date is subject to the **Pre-Existing Conditions Limitation** on Page 9, unless this Policy is voided due to a material misstatement made in the application. After two (2) years from the Effective Date of coverage, no misstatements, except fraudulent ones, made in the application may be used to void this Policy.

Legal Actions: No Legal Action may be brought to recover on the Policy within sixty (60) days after written Proof of Loss has been given as required by this Policy. No action shall be brought after the expiration of the applicable statute of limitations from the time written Proof of Loss is required to be given.

Misstatement of Age: If Your age has been misstated at the time You applied for this Policy, all amounts payable shall be such as the premium paid would have purchased given the correct age.

Unpaid Premium: When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

IN WITNESS WHEREOF, We have caused this Policy to be signed by Our President and Secretary.



President



Secretary

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