

SERFF Tracking Number: PRUD-125420631 State: Arkansas  
Filing Company: The Prudential Insurance Company of America State Tracking Number: 37813  
Company Tracking Number: IIGH-GRP113919-RP-AR  
TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified  
Product Name: Individual Long Term Care Insurance  
Project Name/Number: ILTC 3.5 - Waiver of Elim - Inflation Riders - Amendatory Riders/01689

## Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: Individual Long Term Care Insurance SERFF Tr Num: PRUD-125420631 State: ArkansasLH

TOI: LTC03I Individual Long Term Care SERFF Status: Closed State Tr Num: 37813  
Sub-TOI: LTC03I.001 Qualified Co Tr Num: IIGH-GRP113919-RP-AR State Status: Approved-Closed

Filing Type: Form Co Status: IIGH Reviewer(s): Harris Shearer  
Author: Raenonna Ransom Disposition Date: 06/10/2008  
Date Submitted: 01/08/2008 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: ILTC 3.5 - Waiver of Elim - Inflation Riders - Amendatory Status of Filing in Domicile: Riders

Project Number: 01689

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/10/2008

State Status Changed: 06/10/2008

Corresponding Filing Tracking Number:

Filing Description:

Waiver of the Elimination Period for Home Care, Inflation Riders & Amendatory Riders

Date Approved in Domicile:

Domicile Status Comments: Filed concurrently.

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

## Company and Contact

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**Filing Contact Information**

Karen Smyth, Assistant Secretary karen.smyth@prudential.com  
 2101 Welsh Road (215) 658-6279 [Phone]  
 Dresher, PA 19025 (888) 294-6332[FAX]

**Filing Company Information**

The Prudential Insurance Company of America CoCode: 68241 State of Domicile: New Jersey  
 751 Broad Street Group Code: 304 Company Type: Life  
 Newark, NJ 07102-3777 Group Name: State ID Number:  
 (973) 802-6000 ext. [Phone] FEIN Number: 22-1211670  
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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$140.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Prudential Insurance Company of America	\$0.00	01/08/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
3050500766	\$80.00	09/14/2007
3050513539	\$60.00	10/29/2007

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor (FM)	06/10/2008	06/10/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Actuarial Memorandum	Rate	Raenonna Ransom	01/08/2008	01/08/2008

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## Disposition

Disposition Date: 06/10/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Approved-Closed	Yes
<b>Supporting Document</b>	Outline of Coverage	Approved-Closed	Yes
<b>Supporting Document</b>	Filing Letter	Approved-Closed	Yes
<b>Form</b>	2% Automatic Compound Inflation Benefit Rider	Approved-Closed	Yes
<b>Form</b>	3% Automatic Compound Inflation Benefit Rider	Approved-Closed	Yes
<b>Form</b>	4% Automatic Compound Inflation Benefit Rider	Approved-Closed	Yes
<b>Form</b>	Waiver of The Elimination Period for Home Care Rider	Approved-Closed	Yes
<b>Form</b>	Amendatory Rider	Approved-Closed	Yes
<b>Form</b>	Amendatory Rider	Approved-Closed	Yes
<b>Form</b>	ESP Application	Approved-Closed	Yes
<b>Rate</b>	Actuarial Memorandum	Approved-Closed	No

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**Amendment Letter**

Amendment Date:  
 Submitted Date: 01/08/2008

**Comments:**

Please refer to the attached Actuarial Addendum.

**Changed Items:**

**Rate/Rule Schedule Item Changes:**

Document Name:	Affected Form Numbers: (Comma Separated list)	Rate Action:	Rate Action Information:	Attach Document:
Actuarial Memorandum	GRP 113096, et al	Other	Previous State Filing Number: N/A Rate Action Other Explanation: Actuarial Addendum	Actuarial Memorandum.pdf
Actuarial Memorandum.pdf				

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## Form Schedule

**Lead Form Number:** GRP 113919

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	GRP 113919	Certificate	2% Automatic Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GRP 113919 - 2% Compound Inflation Rider.pdf
Approved-Closed	GRP 113821	Certificate	3% Automatic Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GRP 113821 - 3% Compound Inflation Rider.pdf
Approved-Closed	GRP 113920	Certificate	4% Automatic Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GRP 113920 - 4% Compound Inflation Rider.pdf
Approved-Closed	GRP 113822	Certificate	Waiver of The Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GRP 113822 - Waiver of Elimination Period Rider.pdf
Approved-Closed	GRP 113925	Certificate	Amendatory Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GRP 113925 - Caregiver Amendatory Rider.pdf
Approved-Closed	GRP 113820	Certificate	Amendatory Rider Amendmen	Initial		0	GRP 113820 - Amend

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t, Insert Rider.pdf  
Page,  
Endorseme  
nt or Rider

Approved- GRP Application/ESP Application Initial 0 GRP 113931  
Closed 113931 Enrollment Form - Standard  
ILTC 3.5 ESP  
Application -  
12-14-  
2007.pdf





The Prudential Insurance Company of America  
751 Broad Street, Newark, New Jersey 07102-3777

## Long Term Care Insurance Optional Inflation Rider 2% AUTOMATIC COMPOUND INFLATION BENEFIT

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

This Rider amends your Policy to increase the benefit levels as described below, by 2% compounded annually.

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

### **2% AUTOMATIC COMPOUND INCREASES**

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

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

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

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

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

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

### **Increases to your Lifetime Maximum**

Your increased Lifetime Maximum will be determined as follows.

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

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

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

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

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

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

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

**Increases to your International Coverage Benefit**

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

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

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

**Termination of 2% Automatic Compound Inflation Rider**

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

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

**Effect of Lapse and Termination of 2% Automatic Compound Inflation Rider**

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

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

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

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary



The Prudential Insurance Company of America  
751 Broad Street, Newark, New Jersey 07102-3777

## Long Term Care Insurance Optional Inflation Rider 3% AUTOMATIC COMPOUND INFLATION BENEFIT

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

This Rider amends your Policy to increase the benefit levels as described below, by 3% compounded annually.

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

### **3% AUTOMATIC COMPOUND INCREASES**

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

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

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

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

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

- 1) Your current Facility and Home Care Daily Benefits will be increased by 3%.
- 2) Amounts are rounded to the nearest dollar.

### **Increases to your Lifetime Maximum**

Your increased Lifetime Maximum will be determined as follows.

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

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

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

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

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

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

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

**Increases to your International Coverage Benefit**

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

- 1) Your current International Coverage Facility and Home Care Daily Benefits will be increased by 3%.
- 2) Amounts are rounded to the nearest dollar.

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

**Termination of 3% Automatic Compound Inflation Rider**

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

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

**Effect of Lapse and Termination of 3% Automatic Compound Inflation Rider**

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

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

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

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary



The Prudential Insurance Company of America  
751 Broad Street, Newark, New Jersey 07102-3777

## Long Term Care Insurance Optional Inflation Rider 4% AUTOMATIC COMPOUND INFLATION BENEFIT

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

This Rider amends your Policy to increase the benefit levels as described below, by 4% compounded annually.

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

### 4% AUTOMATIC COMPOUND INCREASES

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

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

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

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

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

- 1) Your current Facility and Home Care Daily Benefits will be increased by 4%.
- 2) Amounts are rounded to the nearest dollar.

### Increases to your Lifetime Maximum

Your increased Lifetime Maximum will be determined as follows.

- 1) The Lifetime Maximum remaining as of the Prior Policy Anniversary will be increased by 4%.
- 2) Amounts are rounded to the nearest dollar.
- 3) Benefits paid under your Policy, if any, during the Prior Policy Year will be deducted from this amount.

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

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

- 1) The Home Support Services Lifetime Benefit in effect on the Prior Policy Anniversary will be increased by 4%.
- 2) Amounts are rounded to the nearest dollar.
- 3) Home Support Services benefits paid under your Policy, if any, during the Prior Policy Year will be deducted from this amount.

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

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

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

**Increases to your International Coverage Benefit**

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

- 1) Your current International Coverage Facility and Home Care Daily Benefits will be increased by 4%.
- 2) Amounts are rounded to the nearest dollar.

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

**Termination of 4% Automatic Compound Inflation Rider**

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

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

**Effect of Lapse and Termination of 4% Automatic Compound Inflation Rider**

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

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

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

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary



The Prudential Insurance Company of America  
751 Broad Street, Newark, New Jersey 07102-3777

## Long Term Care Insurance Optional Rider

### WAIVER OF THE ELIMINATION PERIOD FOR HOME CARE

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

This Rider provides for a waiver of the Elimination Period if you are receiving eligible Home Care services.

The following provision is added to subsection **Adult Day Care, Home Health Care, Homemaker Services and Personal Care Services** under the section entitled **HOME CARE** under the heading **BENEFIT DESCRIPTIONS**.

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

The requirement to satisfy your Elimination Period before receiving Home Care benefits will be waived if you have been certified as having a Chronic Illness or Disability and are receiving eligible services for Home Care.

You must still satisfy your Elimination Period to claim benefits for other covered services as stated in your Policy. Days that are waived count toward the satisfaction of your Elimination Period for other covered services as stated in your Policy.

Additionally you must still satisfy your Elimination Period before your premiums are waived under the Waiver of Premiums provision.

The Waiver of the Elimination Period for Home Care is only available for eligible services for Home Care received within the United States and the District of Columbia. It does not apply to the International Coverage benefit provision.

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

During the time your Elimination Period is being waived, the option of electing payment under the Cash Alternative Benefit is revoked. After your Elimination Period is satisfied, you may elect benefits under the Cash Alternative Benefit.

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

**Termination of Waiver of the**

This Rider will terminate if any of the following events occur.  
1) Your Policy lapses because you fail to pay the full modal

**Elimination  
Period for Home  
Care Rider**

premium when due or in accordance with the Grace Period provision. This Rider will end as of the due date of the unpaid premium.

- 2) You send a written request to terminate this Rider. This Rider will end as of the date the request is received, unless a later date is specified in the written request.
- 3) You satisfy your Elimination Period.

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

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Secretary



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751 Broad Street, Newark, New Jersey 07102-3777

## AMENDATORY RIDER

This rider amends the policy to which it is attached. 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.

By the terms of this rider, the following section replaces the **ADULT DAY CARE, HOME HEALTH CARE, HOMEMAKER SERVICES AND PERSONAL CARE SERVICES** subsection, under the section entitled **HOME CARE**.

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

Your Policy provides benefits for Eligible Charges you receive as Home Health Care, Homemaker Services or Personal Care Services, up to the Home Care Daily Benefit. Such services must be received from a Caregiver. This Policy also provides coverage when you receive Adult Day Care.

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

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

By the terms of this rider, the following definition is added to the section entitled **GLOSSARY**.

**CAREGIVER**

Caregiver means any provider of Home Health Care, Homemaker Services or Personal Care Services who satisfies one of the following.

- 1) Is licensed, certified or otherwise authorized by the state where the services are performed to perform Home Health Care, Homemaker Services or Personal Care Services.
- 2) Meets the alternative criteria below if licensure, certification or other authorization to perform Home Health Care, Homemaker Services or Personal Care Services is not required by the state where the services are to be performed.

Caregiver includes, without limitation, a Home Health Care Agency, Home Health Aide, Referral Agency, Nurse Registry, Independent Health Care Professional and Personal Care Agency, Assisted

Living Facility or Residential Health Care Facility.

Caregiver also includes an entity that satisfies the **Agencies as Caregivers** requirements below, or an individual that satisfies the **Independent Caregiver** requirements below.

- 1) **Agencies as Caregivers.** If the Home Health Care, Homemaker Services or Personal Care Services are furnished through an agency but the state in which the services are provided does not require the agency to be licensed, certified or otherwise authorized by the state to provide Home Health Care, Homemaker Services or Personal Care Services, then the agency must satisfy all of the following criteria, to be a Caregiver.
  - a) The agency must employ a full-time agency administrator responsible for the following.
    - i) Developing and maintaining care standards for Home Health Care, Homemaker Services or Personal Care Services provided to individuals.
    - ii) Ensuring that care providers receive adequate training in medical and non-medical home care protocols, as appropriate, to effectively perform Home Health Care, Homemaker Services or Personal Care Services.
  - b) The agency must employ or contract with a Registered Nurse to direct and supervise care providers who provide Home Health Care, Homemaker Services or Personal Care Services.
  - c) The agency must create a customized care plan to meet the needs of each individual to whom it provides Home Health Care, Homemaker Services or Personal Care Services.
  - d) The agency must maintain written records of services provided during each home care visit.
  - e) The agency must employ care providers who are appropriately licensed, certified or otherwise authorized by the state to provide medical and/or non-medical Home Health Care, Homemaker Services or Personal Care Services, if the state in which services are provided requires care providers to be licensed, certified or otherwise authorized to provide such services. If the state does not require care providers to be licensed, certified or otherwise authorized to provide such services, then the agency must employ care providers who satisfy the Independent Caregivers requirements below, or are otherwise

adequately and appropriately trained to provide medical and/or non-medical Home Health Care, Homemaker Services or Personal Care Services.

- f) The agency must hold a current business license from the state in which Home Health Care, Homemaker Services or Personal Care Services are provided.
- 2) Independent Caregivers. If a care provider works independently and is not an agency or affiliated with an agency, and the state in which Home Health Care, Homemaker Services or Personal Care Services are provided does not require the independent Home Health Care provider to be certified, licensed or otherwise authorized to provide such services, then the independent Home Health Care provider must satisfy all of the following criteria to be a Caregiver.
- a) The independent care provider must submit documentation to Prudential confirming that he or she successfully completed a formal training program providing instruction and/or classroom training in topics relating to the provision of assistance with Activities of Daily Living or the provision of other Qualified Long-Term Care Services, such as body mechanics, nutrition, infection control, and safe transfer techniques. The training must be obtained from one of the following.
    - i) community college.
    - ii) similar accredited educational institution or vocational school.
    - iii) an agency that meets the **Agencies as Caregiver** definition above.
    - iv) a state-approved training program for home care workers.
    - v) another school, organization or individual that is authorized to provide such training by the state in which Home Health Care, Homemaker Services or Personal Care Services are provided.
  - b) The independent care provider must submit to Prudential proof of identity, such as a valid state issued driver's license.
  - c) Upon request, the independent care provider must submit to Prudential written records documenting the Home Health Care, Homemaker Services or Personal Care Services provided during each home care visit.

All other terms and conditions of this Policy remain unchanged.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

*Kathleen M. Gibson*  
Secretary

## **AMENDATORY RIDER**

This rider amends the policy to which it is attached. It takes effect on the Policy Effective Date and terminates on the date the Policy ends.

By the terms of this rider, the following provision entitled “**REDUCING COVERAGE**” is added under the section entitled “**GENERAL PROVISIONS.**”

### **REDUCING COVERAGE**

You may make a request to reduce your coverage to lower your premium while your Policy is in force. You may choose at least one of the following options:

- 1) Reducing the Lifetime Maximum.
- 2) Reducing the Facility Daily Benefit.
- 3) Increasing your Elimination Period.

Prudential may limit any reduction in coverage to options available for this Policy and to those for which benefits will be available after consideration of claims paid or payable. The age to determine the premium for reduced coverage shall be based on the age used to determine the premiums for the coverage currently in force.

To make a request, you can choose one of the following options.

- 1) You may contact your Producer to initiate a request to reduce your coverage.
- 2) You may write to us at the Contact Address in your Policy.
- 3) You may call 1-800-732-0416 for assistance.

All other terms and conditions of this Policy remain unchanged.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

  
Secretary



THE PRUDENTIAL

LONG TERM CARE

PO BOX 8519

INSURANCE COMPANY

CUSTOMER

PHILADELPHIA PA 19176

OF AMERICA

SERVICE CENTER

1.800.732.0416

**LONG TERM CARE INSURANCE APPLICATION FOR EMPLOYER SPONSORED PROGRAM (ESP)**

- New Policy
  - Reinstatement
  - Employer Sponsored Program (ESP)
  - Coverage Change
- Type of Coverage:  Employee

\_\_\_\_\_

(Indicate Current Policy Number if Coverage Change or Reinstatement request)

**TO: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

Please print all information except where signatures are required. Use black ink. Read all questions carefully.

**APPLICANT INFORMATION**

- Mr.
- Ms.
- Mrs.
- \_\_\_\_\_

\_\_\_\_-\_\_\_\_-\_\_\_\_

- Male
- Female

Applicant's Social Security #

\_\_\_\_\_  
 First Name                      M.I.                      Last Name  
 (As it should appear on your Policy)

\_\_\_\_\_  
 Street Address (No PO Boxes)                      Apt. No.

\_\_\_\_\_  
 City                      State                      Zip Code

IF THE MAILING ADDRESS IS OTHER THAN THE ADDRESS GIVEN ABOVE, PLEASE COMPLETE THE FOLLOWING:

\_\_\_\_\_  
 Address                      Apt. No.

\_\_\_\_\_  
 City                      State                      Zip Code

\_\_\_\_-\_\_\_\_-\_\_\_\_                      \_\_\_\_                      \_\_\_\_-\_\_\_\_-\_\_\_\_                      \_\_\_\_-\_\_\_\_-\_\_\_\_  
 Date of Birth                      Age                      Daytime Phone                      Evening Phone

Best Time to Call  AM  PM                      Marital Status  Yes, married  No, not married

Is your Spouse/Partner applying for this insurance?  Yes  No

If No, does he/she currently have Prudential Long Term Care insurance?  Yes  No

If Yes, give Policy/Certificate Number \_\_\_\_\_

\_\_\_\_\_  
 Spouse/Partner First Name                      M.I.                      Last Name

\_\_\_\_-\_\_\_\_-\_\_\_\_                       Spouse                       Partner  
 Spouse/Partner Social Security #

8702064460

**INSURANCE HISTORY**

Indicate yes or no

If coverage is being replaced, please submit a completed Replacement Notice.

- 1 Are you covered by Medicaid or Medi-Cal (not Medicare)?  Yes  No
- 2 Do you have other long term care or accident and sickness insurance in force (including policies, certificates, health care service contracts, or health maintenance organization contracts)?  Yes  No
- 3 Did you have other long term care insurance in force during **the last 12 months**?  Yes  No
- 4 Do you intend to replace any of your medical health insurance with this insurance?  Yes  No

**IF YOU ANSWERED YES TO QUESTIONS 2, 3, OR 4 OF THIS SECTION, PLEASE PROVIDE THE FOLLOWING INFORMATION**

<input type="checkbox"/> Group <input type="checkbox"/> Individual	<input type="text"/>	<input type="text"/>	Intend to replace? <input type="checkbox"/> Yes <input type="checkbox"/> No	Did insurance lapse? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Type of Coverage	Policy #			If yes give date		
<input type="checkbox"/> Group <input type="checkbox"/> Individual	<input type="text"/>	<input type="text"/>	Intend to replace? <input type="checkbox"/> Yes <input type="checkbox"/> No	Did insurance lapse? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Type of Coverage	Policy #			If yes give date		

Full name and address of insurance company

**MEDICAL HISTORY – PART 1 INSURABILITY PROFILE**

Indicate yes or no

- Yes  No 1 Do you use a:  Walker  Oxygen  Respirator  Kidney Dialysis  Wheelchair?
- Yes  No 2 Within **the past 12 months** have you:  Used Adult Day Care  Needed Home Health Care
- Yes  No Been medically advised to enter or been confined to:  
 A Nursing Home  An Assisted Living Facility  Other Long Term Care Facility
- Yes  No 3 Do you currently need assistance or supervision by another person in performing any of the following activities:  
 Bathing  Eating  Toileting  Bowel or Bladder Control  
 Moving In and Out of Bed or Chair  Dressing  Taking your Medication
- Yes  No 4 Have you had, do you currently have, or have you ever been diagnosed as having any of the following medical conditions:
  - a Organic Brain Syndrome, Dementia, Senility, Confusion, Memory Loss, Alzheimer's Disease, or Schizophrenia?
  - b Metastatic Cancer (cancer that has spread from the original site or location)?
  - c Multiple Sclerosis (MS) Muscular Dystrophy, Multiple Transient Ischemic Attacks (TIA), Parkinson's Disease, Huntington's Disease, Amyotrophic Lateral Sclerosis (ALS), Stroke or Cerebrovascular Accident (CVA)?
  - d Diabetes with heart, circulatory, or kidney complications?
- Yes  No 5 Have you had, do you currently have, or have you ever been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), or a Human Immunodeficiency Virus (HIV) Infection?

**Attention Agent: The above conditions are uninsurable.**

8702064460





SERFF Tracking Number: PRUD-125420631 State: Arkansas  
 Filing Company: The Prudential Insurance Company of America State Tracking Number: 37813  
 Company Tracking Number: IIGH-GRP113919-RP-AR  
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified  
 Product Name: Individual Long Term Care Insurance  
 Project Name/Number: ILTC 3.5 - Waiver of Elim - Inflation Riders - Amendatory Riders/01689

## Supporting Document Schedules

<b>Bypassed -Name:</b>	Certification/Notice	<b>Review Status:</b>	Approved-Closed	06/10/2008
<b>Bypass Reason:</b>	N/A			
<b>Comments:</b>				
<b>Bypassed -Name:</b>	Application	<b>Review Status:</b>	Approved-Closed	06/10/2008
<b>Bypass Reason:</b>	N/A			
<b>Comments:</b>				
<b>Bypassed -Name:</b>	Health - Actuarial Justification	<b>Review Status:</b>	Approved-Closed	06/10/2008
<b>Bypass Reason:</b>	N/A			
<b>Comments:</b>				
<b>Bypassed -Name:</b>	Outline of Coverage	<b>Review Status:</b>	Approved-Closed	06/10/2008
<b>Bypass Reason:</b>	N/A			
<b>Comments:</b>				
<b>Satisfied -Name:</b>	Filing Letter	<b>Review Status:</b>	Approved-Closed	06/10/2008
<b>Comments:</b>				
<b>Attachment:</b>				
Arkansas.pdf				



**Karen L. Smyth, FLMI, ACS, AIAA, AIRC, CLTC, LTCP**  
Assistant Secretary  
Group Insurance

**The Prudential Insurance Company of America**  
Long Term Care Unit  
2101 Welsh Road  
Dresher, Pennsylvania 19025  
Tel 215 658-6279 Fax 888 294-6332

January 8, 2008

The Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

Re: NAIC Number 304-68241  
Individual Long Term Care Insurance Product  
Form Number: GRP 113919, et al

Dear Commissioner Bowman:

We enclose, for review and approval, the group insurance forms listed below. These forms are new and are not intended to replace any previously filed forms.

- 1) Automatic Compound Inflation Benefit – No Maximum (GRP 113919): Each year, benefits increase by 2% compounded annually.
- 2) Automatic Compound Inflation Benefit – No Maximum (GRP 113821): Each year, benefits increase by 3% compounded annually.
- 3) Automatic Compound Inflation Benefit – No Maximum (GRP 113920): Each year, benefits increase by 4% compounded annually.
- 4) Waiver of the Elimination Period for Home Care (GRP 113822): Waives the insured's Elimination Period for eligible charges incurred for home care services.
- 5) Amendatory Rider (GRP 113925): Expands home care providers.
- 6) Amendatory Rider (GRP 113820) – Reduces coverage to lower the premium.
- 7) Application (GRP 113931)

We intend to offer these optional inflation riders with our currently marketed individual long-term care policy form GRP 113096 previously approved by the Department on April 14, 2005.

Optional rider GRP 113822, the Waiver of the Elimination Period for Home Care Rider waives the insured's Elimination Period for eligible charges incurred for home care services.

With the addition of these new optional riders, we have amended the Policy's Plan Design Forms, GRP 113125, GRP 113131 and GRP 113134, as well as the Outline of Coverage and the policy's Schedule of Policy Benefits page, to include these new options.

Amendatory Rider GRP 113925 is intended to expand the definition of eligible providers who can provide home care services under the above-captioned policy. It is meant to be responsive to the NAIC LTC Model Regulation's new requirement that alternative language be included for covered service providers if a state doesn't license such providers, and to keep our policy language current with care giving trends. It is intended to be attached to each of the above-captioned policy forms issued in this state, as well as those already issued upon approval.

The Honorable Julie Benafield Bowman  
January 8, 2008  
PAGE TWO

Amendatory Rider GRP 113820 is intended to conform the policy to the requirements of the state with respect to "Reducing Coverage." This rider will be attached to each policy form issued to a resident in the state of Arkansas. It modifies the "General Provisions" section of the Policy (GRP 113096), by adding the "Reducing Coverage" provision.

Application GRP 113931 is a modified guaranteed issue form (short form) to be used with employees when we offer these optional inflation riders with our currently marketed individual long-term care policy form GRP 113096 to an employer group.

Enclosed you will find an addendum to our Actuarial Memorandum in support of the new optional Riders. A check in the amount of \$140.00 has been sent under separate cover for payment of the filing fee.

If there are any additional questions regarding this filing or you require further information, please do not hesitate to contact my associate:

Raenonna Prince, CLTC, LTCP  
Lead Analyst  
The Prudential Insurance Company of America  
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Dresher, PA 19025  
Voice: (800) 732-0416 or (215) 658-6281  
Fax: (888) 294-6332  
e-mail: raenonna.prince@prudential.com

Very truly yours,



Karen L. Smyth  
Assistant Secretary

Enclosures