

SERFF Tracking Number: UTAC-126114449 State: Arkansas
 Filing Company: United Teacher Associates Insurance Company State Tracking Number: 42135
 Company Tracking Number: LTC02.V2-UTA-CNBE
 TOI: LTC05I Individual Long Term Care - Nursing Sub-TOI: LTC05I.001 Qualified
 Home & Home Health Care
 Product Name: Long Term Care Model Update
 Project Name/Number: Long Term Care Model Update/LTC02.V2-UTA-CNBE

Filing at a Glance

Company: United Teacher Associates Insurance Company
 Product Name: Long Term Care Model Update SERFF Tr Num: UTAC-126114449 State: ArkansasLH
 TOI: LTC05I Individual Long Term Care - SERFF Status: Closed State Tr Num: 42135
 Nursing Home & Home Health Care
 Sub-TOI: LTC05I.001 Qualified Co Tr Num: LTC02.V2-UTA-CNBE State Status: Closed
 Filing Type: Form Co Status: Reviewer(s): Marie Bennett
 Author: Mary Barrett Disposition Date: 07/02/2009
 Date Submitted: 04/15/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Long Term Care Model Update Status of Filing in Domicile: Not Filed
 Project Number: LTC02.V2-UTA-CNBE Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 07/02/2009 Explanation for Other Group Market Type:
 State Status Changed: 07/02/2009
 Deemer Date: Corresponding Filing Tracking Number:
 Filing Description:
 Re: United Teacher Associates Insurance Company
 NAIC # 63479 FEIN # 58-0869673

FORMS SUBMITTED	DESCRIPTION
LTC02.V2-UTA-CNBE	Contingent Benefit Upon Lapse Endorsement

SERFF Tracking Number: UTAC-126114449 State: Arkansas
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LTC02.V2-UTA-LPCNBE Limited Pay Contingent Nonforfeiture Benefit Endorsement
LTC02-UTA-HSICE Hospice Services and Independent Caregiver Definition Endorsement
LTC02-UTA-RDBE Right to Decrease Benefits Endorsement
LTC-020201.V2-UTA-TQNB-OC-AR Outline of Coverage
LTC-2KNOW.V2 Things You Should Know Page
LTC-DISC-RI.V2 Rate Increase Disclosure Form
LTC-WKST.V2 Long Term Care Insurance Personal Worksheet

TO BE USED WITH PREVIOUSLY APPROVED
FORM NUMBERS

LTC-020201-UTA-TQ-AR Long Term Care Comprehensive Policy
LTC-020201-UTA-SBP Shortened Benefit Period Nonforfeiture Rider
LTC-020201-UTA-CMP Compound Automatic Increase Benefit Rider
LTC-020201-UTA-SMP Simple Automatic Increase Benefit Rider
LTC-020201-UTA-GPO Guaranteed Purchase Option Rider
LTC-020201-UTA-RBR Restoration of Benefits Rider
LTC-020201-UTA-SBR Survivorship Rider
LTC-020201-UTA-WOP Dual Waiver of Premium Rider
LTC-020201-UTA-SEE Shared Extended Expense Benefit Rider
LTC-020201-UTA-10PAY 10 Pay Amendatory Rider
ARB-NB-UTA Alternative Dispute Remedies Rider
LTC02-UTA-APP.NB-AR Application

Dear Sir or Madam,

In compliance with the newly amended Long Term Care rules, we are submitting the above eight (8) referenced forms.

These seven forms were developed to be used with our approved long term care policy, LTC-020201-UTA-TQ-V2-AR, and associated long term care forms, shown above.

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If you should have any questions regarding this submission, please feel free to call me toll-free at 1-800-880-8824, extension 1553 or fax me at (513) 564-3435. My email address is mbarrett@gafri.com.

Sincerely,

Mary Barrett, FLMI, AIRC, ALHC, HIA
 Compliance Analyst

Company and Contact

Filing Contact Information

Mary Barrett, Senior Compliance Analyst mbarrett@gafri.com
 5508 Parkcrest Drive (800) 880-8824 [Phone]
 Austin, TX 78755-0580 (512) 451-0357[FAX]

Filing Company Information

United Teacher Associates Insurance Company CoCode: 63479 State of Domicile: Texas
 11200 Lakeline Blvd., Suite 100 Group Code: 84 Company Type: Insurance
 Company
 P.O. Box 26580
 Austin, TX 78755-0580 Group Name: State ID Number:
 (800) 880-8824 ext. [Phone] FEIN Number: 58-0869673

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 for submission
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United Teacher Associates Insurance Company	\$50.00	04/15/2009	27179508

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United Teacher Associates Insurance Company \$90.00 06/25/2009 28803211

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Marie Bennett	07/02/2009	07/02/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Marie Bennett	06/24/2009	06/24/2009	Mary Barrett	06/25/2009	06/25/2009

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Contingent Benefit Upon Lapse Endorsement	Form	Mary Barrett	06/09/2009	06/09/2009
Contingent Benefit Upon Lapse Endorsement	Form	Mary Barrett	06/09/2009	06/09/2009

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Disposition

Disposition Date: 07/02/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		Yes
Supporting Document	Outline of Coverage		Yes
Form (revised)	Contingent Benefit Upon Lapse Endorsement	Approved	Yes
Form	Limited Pay Contingent Nonforfeiture Benefit Endorsement	Approved	Yes
Form	Hospice Services and Independent Caregiver Definition Endorsement	Approved	Yes
Form	Right to Decrease Benefits Endorsement	Approved	Yes
Form	Things You Should Know Page	Approved	Yes
Form	Rate Increase Disclosure Form	Approved	Yes
Form	Long Term Care Insurance Personal Worksheet	Approved	Yes
Form	Contingent Benefit Upon Lapse Endorsement	Withdrawn	Yes
Form	Contingent Benefit Upon Lapse Endorsement	Withdrawn	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/24/2009
Submitted Date 06/24/2009
Respond By Date 07/24/2009

Dear Mary Barrett,

This will acknowledge receipt of the captioned filing.

Objection 1

- Outline of Coverage (Supporting Document)
- Limited Pay Contingent Nonforfeiture Benefit Endorsement (Form)
- Hospice Services and Independent Caregiver Definition Endorsement (Form)
- Right to Decrease Benefits Endorsement (Form)
- Things You Should Know Page (Form)
- Rate Increase Disclosure Form (Form)
- Contingent Benefit Upon Lapse Endorsement (Form)

Comment: THE ARKANSAS FILING FEE IS \$20.00 PER FORM - SEE AR RULE 57, SEC. 5, SUBSECTION II. AN ADDITIONAL \$90.00 IS REQUIRED PRIOR TO REVIEW. \$20.00 X 7 = \$140.00 LESS \$50.00 RECEIVED.

Please feel free to contact me if you have questions.

Sincerely,

Marie Bennett

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/25/2009
Submitted Date 06/25/2009

Dear Marie Bennett,

Comments:

This is in response to the requested filing fees.

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Home & Home Health Care
Product Name: Long Term Care Model Update
Project Name/Number: Long Term Care Model Update/LTC02.V2-UTA-CNBE

Response 1

Comments: The additional fees have been submitted. I apologize for this oversight.

Related Objection 1

Applies To:

- Outline of Coverage (Supporting Document)
- Limited Pay Contingent Nonforfeiture Benefit Endorsement (Form)
- Hospice Services and Independent Caregiver Definition Endorsement (Form)
- Right to Decrease Benefits Endorsement (Form)
- Things You Should Know Page (Form)
- Rate Increase Disclosure Form (Form)
- Contingent Benefit Upon Lapse Endorsement (Form)

Comment:

THE ARKANSAS FILING FEE IS \$20.00 PER FORM - SEE AR RULE 57, SEC. 5, SUBSECTION II. AN ADDITIONAL \$90.00 IS REQUIRED PRIOR TO REVIEW. $\$20.00 \times 7 = \140.00 LESS \$50.00 RECEIVED.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,
Mary Barrett

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Amendment Letter

Amendment Date:
 Submitted Date: 06/09/2009

Comments:

The corerct Contingent Nonforfeiture Benefit Endorsement is attached. I apologize for any confusion and inconvenience.

Thank you.
 Mary Barrett

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
LTC02.V2-UTA-CNBE	Policy/Contr act/Fraternal Certificate: Amendment, Insert Page, Endorsemen t or Rider	Contingent Benefit Upon Lapse Endorsemen t	Initial				40	LTC02.V2-UTA-CNBE.pdf

SERFF Tracking Number: UTAC-126114449 State: Arkansas
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 Home & Home Health Care
 Product Name: Long Term Care Model Update
 Project Name/Number: Long Term Care Model Update/LTC02.V2-UTA-CNBE

Amendment Letter

Amendment Date:
 Submitted Date: 06/09/2009

Comments:
 In error, the incorrect endorsement was attached.

Thank you.

Mary Barrett

Changed Items:
Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
LTC02.V2-UTA-CNBE	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Contingent Benefit Upon Lapse	Initial				40	LTC02.V2-UTA-CNBE.pdf

SERFF Tracking Number: UTAC-126114449 State: Arkansas
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Form Schedule

Lead Form Number: LTC02.V2-UTA-CNBE

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved	LTC02.V2-UTA-CNBE	Policy/Contract	Contingent Benefit Upon Lapse Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		40	LTC02.V2-UTA-CNBE.pdf
Approved	LTC02.V2-UTA-LPCNBE	Policy/Contract	Limited Pay Contingent Nonforfeiture Benefit Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		40	LTC02.V2-UTA-LPCNBE.pdf
Approved	LTC02-UTA-HSICE	Policy/Contract	Hospice Services and Independent Caregiver Definition Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		40	LTC02-UTA-HSICE.pdf
Approved	LTC02-UTA-RDBE	Policy/Contract	Right to Decrease Benefits Endorsement Certificate:	Initial		40	LTC02-UTA-RDBE.pdf

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Amendmen
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 Page,
 Endorseme
 nt or Rider

Approved	LTC- 2KNOW.V2	Other	Things You Should Know Page	Initial	LTC- 2KNOW.V2.p df
Approved	LTC-DIS- RI.V2	Other	Rate Increase Disclosure Form	Initial	LTC-DISC- RI.V2.pdf
Approved	LTC- WKST.V2	Other	Long Term Care Insurance Personal Worksheet	Initial	LTC- WKST.V2.pdf

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

P.O. Box 26580
Austin, Texas 78755-0580

CONTINGENT NONFORFEITURE BENEFIT ENDORSEMENT

This endorsement is added to and made a part of the attached long term care insurance Policy. It has the same Effective Date as the base Policy, shown on page 3 of the long term care insurance Policy. This endorsement is subject to all the terms and conditions of the base Policy it is attached to.

This endorsement amends the Contingent Nonforfeiture Benefit section in the Policy as follows:

SECTION 4: CONTINGENT NONFORFEITURE BENEFIT

This benefit applies only if the Policyowner rejected the optional Nonforfeiture Benefit Rider on their application for this Policy.

When this Benefit Applies

We will notify the Policyowner prior to any change in premium rates for this Policy. If there are premium increases, and if the cumulative amount of all such premium increases equals or exceeds the Triggers for a Substantial Premium Increase shown on the following page, We will:

1. offer to reduce the current Policy benefits, but not less than the minimum amount that is currently marketed in that state, without the requirement of additional underwriting, so that required premium payments are not increased, or
2. offer to convert the coverage as provided under the Shortened Benefit Period described on the following page. This option may be elected at any time during the 120 days following the Premium Due Date for the increased premium. However, should the Policy Lapse due to nonpayment of premium after a Substantial Premium Increase as defined in the Triggers for a Substantial Premium Increase during this 120-day period, the Shortened Benefit Period will automatically take effect.

After the expiration of the Premium Rate Guarantee Period, if We increase the premium rates to a level which results in a cumulative increase of the annual premium equal to or exceeding the percentage of the Initial Premium set forth on the following page and the Policyowner is unable to afford the increased premium, the Policyowner may choose one of the two coverage options offered in this provision. We will notify the Policyowner of these options at least 60 days prior to the due date of the premium reflecting the rate increase. The Initial Premium is based on Your age when the Policy was issued, plus the premium for any benefits that have been added since then, and/or minus the premium for any benefits that have been reduced since the Policy was issued.

Triggers for a Substantial Premium Increase

Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent 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%		

Shortened Benefit Period Providing Paid Up Insurance After Lapse

The coverage will continue on a limited basis if this option is put into effect.

The daily benefit amounts available will be the same amounts available for all care and services qualifying for benefits under the terms of the Policy, up to the limits specified in the Policy at the time the Policy would have Lapsed. If there is a Benefit Increase Rider of any kind in force, the benefits available will NOT continue to increase.

The Paid Up Benefit will be equal to the greater of:

1. 100% of the premium paid for the Policy, including any optional riders, or
2. 30 times the Maximum Daily Benefit for Nursing Home Care in force at the time of the Lapse.

All of the eligibility requirements, including waiting periods, elimination periods, or deductible amounts that applied in order for an Insured Person to be eligible for payment of benefits at the time the coverage would have Lapsed will apply. To the extent that any such eligibility requirements and/or waiting periods were satisfied under the coverage at the time it would have Lapsed, they will also be satisfied under this Shortened Benefit Period.

The daily benefits payable under the Policy and this Shortened Benefit Period will not exceed the daily benefits that would have been payable under the policy if premium payments had continued. The total combined benefits payable under the policy and this Shortened Benefit Period will not exceed the total benefits that would have been payable under the policy if premium payments had continued. Once the maximum benefit amount in force under this Shortened Benefit Period has been paid, no further benefits will be payable and all coverage will terminate.

If there is a benefit in force that allows coverage to become paid up or premium to be waived for life at some future date, this Contingent Nonforfeiture Benefit will only apply if coverage Lapses before the date the coverage becomes paid up or the waiver of premium begins. Otherwise, this benefit will terminate on the date the coverage becomes paid up or on the date premium is waived for life.

SIGNED FOR UNITED TEACHER ASSOCIATES INSURANCE COMPANY

Brenda Hardison

Secretary

Billy Hill Jr.

President

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

P.O. Box 26580
Austin, Texas 78755-0580

LIMITED PAY CONTINGENT NONFORFEITURE BENEFIT ENDORSEMENT

This endorsement is added to and made a part of the attached long term care insurance policy because you purchased the [10 Year] Premium Payment Amendatory Rider. It has the same Effective Date of Coverage as the base policy, shown on page 3 of the long term care insurance policy. This endorsement is subject to all the terms and conditions of the base policy it is attached to.

This endorsement changes the Contingent Nonforfeiture Benefit section in the Policy to as follows:

CONTINGENT NONFORFEITURE BENEFIT

This provision is in addition to the Contingent Nonforfeiture Benefit provision in the Policy, and in addition to the Nonforfeiture Benefit Rider. When more than one are triggered, the benefit provided shall be at the Policyowner's option.

When this Benefit Applies

We will notify the Policyowner prior to any change in premium rates for this Policy. If there are premium increases, and if the cumulative amount of all such premium increases equals or exceeds the Triggers for a Substantial Premium Increase shown in the table below, We will:

1. offer to reduce the current Policy benefits, but not less than the minimum amount that is currently marketed in that state, without the requirement of additional underwriting, so that required premium payments are not increased, or
2. offer to convert the coverage to a paid up status where the amount payable for each benefit is 90% of the amount payable in effect immediately prior to the lapse times the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period. This option may be elected at any time during the 120 days following the premium due date for the increased premium.
3. Should the Policy lapse during this 120-day period due to nonpayment of premium after a Substantial Premium Increase, and the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period is 40% or more, the conversion to the paid up status as described in item # 2 above will automatically take effect. However, should the Policy lapse during this 120-day period due to nonpayment of premium after a Substantial Premium Increase, and the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period is less than 40%, The Policyowner's Nonforfeiture rights will be governed by either the Contingent Nonforfeiture Benefit provision in the Policy, or the Nonforfeiture Benefit Rider as applicable.

If We increase the premium rates to a level which results in a cumulative increase of the annual premium equal to or exceeding the percentage of the Initial Premium set forth in the following table and the Policyowner is unable to afford the increased premium, the Policyowner may choose either #1 or #2 of the coverage options discussed above. We will notify the Policyowner of these options at least 60 days prior to the due date of the premium reflecting the rate increase. The Initial Premium is based on the Policyowner's age when this Policy was issued, plus the premium for any benefits that have been added since then, and/or minus the premium for any benefits that have been reduced since this Policy was issued.

Triggers for a Substantial Premium Increase

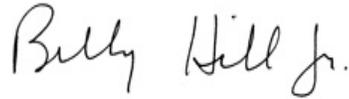
Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65-80	30%
Over 80	10%

This endorsement is subject to all terms, provisions, definitions, limitations, and exclusions of the Policy except where specifically changed by this endorsement.

SIGNED FOR UNITED TEACHER ASSOCIATES INSURANCE COMPANY



Secretary



President

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

P.O. Box 26580
Austin, Texas 78755-0580

HOSPICE SERVICES AND INDEPENDENT CAREGIVER DEFINITION ENDORSEMENT

This endorsement is added to and made a part of the attached long term care insurance policy. It has the same Effective Date of Coverage as the base policy, shown on page 3 of the long term care insurance policy. This endorsement is subject to all the terms and conditions of the base policy it is attached to.

This endorsement amends the definitions of Hospice Services and Independent Caregiver in the policy as follows:

HOSPICE SERVICES

Outpatient services provided by a hospice or facility-based hospice care services, excluding services paid by Medicare or other health insurance, that are designed to provide palliative care, alleviate the physical, emotional, social, and spiritual discomforts of an individual who is experiencing the last phases of life due to the existence of a terminal disease, and to provide supportive care to the primary caregiver and the family. Care may be provided by a skilled or unskilled person under a Plan of Care. Hospice Services do not include drugs, supplies, equipment or physician visits.

INDEPENDENT CAREGIVER

An individual who provides Home Health Care Services or Hospice Services and:

1. Who holds an active state license or certificate appropriate to the level of care being provided and works independent of a home health care agency. The licensure or certification must be in the state where care will be provided; or
2. If the state does not require licensure or certification, is an individual who has been chosen by You, has been qualified under the Independent Caregiver Certification Benefit, and has been approved by Us.

This policy will not pay benefits for any care or services that are provided without charge in the absence of insurance.

The Independent Caregiver must be approved by a Care Advisor and approved by Us, regardless of the type of care or services being provided. Benefits will not be considered for any care or services rendered by an Independent Caregiver prior to Our approval.

An Independent Caregiver cannot be a member of Your Immediate Family or anyone living with You.

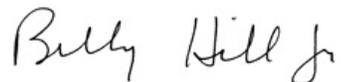
The Independent Caregiver will be required to provide:

1. Proof of certification or licensure, if applicable; and
2. Daily records of the care or service provided including the daily charges.

SIGNED FOR UNITED TEACHER ASSOCIATES INSURANCE COMPANY



Secretary



President

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

P.O. Box 26580
Austin, Texas 78755-0580

RIGHT TO DECREASE BENEFITS ENDORSEMENT

This endorsement is added to and made a part of the attached long term care insurance policy. It has the same Effective Date of Coverage as the base policy, shown on page 3 of the long term care insurance policy. This endorsement is subject to all the terms and conditions of the base policy it is attached to.

This endorsement adds the following provisions to the policy:

RIGHT TO DECREASE BENEFITS

You have the right to decrease coverage on any future premium renewal date by:

1. Deleting an optional rider for which an additional premium is charged [for example, the Shortened Benefit Period Nonforfeiture Rider]; or
2. Reducing the Maximum Lifetime Benefit; or
3. Reducing the Maximum Daily Benefit Facility Benefit and/or the Maximum Daily Home and Community Care Benefit; or
4. Converting to a "Facility Only" policy, if We offer that type of policy for sale in the state where the original policy was issued; or
5. Increasing the Elimination Period.

Coverage reductions may be limited to benefits available after consideration of claims paid or payable. In no event may the benefits be decreased below the minimum benefits required by the regulations of Your state.

If You elect to reduce coverage under this provision, the premium will be based on the reduced amount of coverage elected. The age used to determine the premium for the reduced coverage shall be based on the same age used to determine the premiums for the coverage currently in force.

In the event the policy is about to terminate for nonpayment of premium, We will advise You in writing of the right to lower the premiums by reducing coverage. You will be provided 30 days in which to elect such a coverage reduction. If You elect to reduce coverage, the policy shall be continued in force without any additional underwriting.

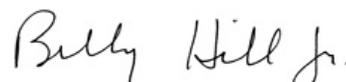
In the event We increase the premium for the policy, You will be offered the option to lower premiums and reduce coverage.

If You would like to request a coverage reduction, contact can be made to our Customer Service Department at the telephone number listed above.

SIGNED FOR UNITED TEACHER ASSOCIATES INSURANCE COMPANY



Secretary



President

THINGS YOU SHOULD KNOW BEFORE YOU BUY LONG TERM CARE INSURANCE

- Long Term Care Insurance**
- A long term care insurance policy may pay most of the costs for your care in a nursing home. Many policies also pay for care at home or other community settings. Since policies can vary in coverage, you should read this policy and make sure you understand what it covers before you buy it.
 - You should **not** buy this insurance policy unless you can afford to pay the premiums every year. Remember that the company can increase premiums in the future.
 - The personal worksheet includes questions designed to help you and the company determine whether this policy is suitable for your needs.
- Medicare**
- Medicare does **not** pay for most long term care.
- Medicaid**
- Medicaid will generally pay for long term care if you have very little income and few assets. You probably should **not** buy this policy if you are now eligible for Medicaid.
 - Many people become eligible for Medicaid after they have used up their own financial resources by paying for long term care services.
 - When Medicaid pays your spouse's nursing home bills, you are allowed to keep your house and furniture, a living allowance, and some of your joint assets.
 - Your choice of long term care services may be limited if you are receiving Medicaid. To learn more about Medicaid, contact your local or state Medicaid agency.
- Shopper's Guide**
- Make sure the insurance company gives you a copy of a book called the National Association of Insurance Commissioners' "Shopper's Guide to Long-Term Care Insurance." Read it carefully. If you have decided to apply for long term care insurance, you have the right to return the policy within 30 days and get back any premium you have paid if you are dissatisfied for any reason or choose not to purchase the policy.
- Counseling**
- Free counseling and additional information about long term care insurance are available through your state's insurance counseling program. Contact your state insurance department or department of social services for more information about the senior health insurance counseling program in your state.
- Facilities**
- Some long term care insurance contracts provide for benefit payments in certain facilities only if they are licensed or certified, such as in assisted living centers. However, not all states regulate these facilities in the same way. Also, many people move to a different state from where they purchased their long term care insurance policy. Read the policy carefully to determine what types of facilities qualify for benefit payments, and to determine that payment for a covered service will be made if you move to a state that has a different licensing scheme for facilities than the one in which you purchase the policy.

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

5508 Parkcrest Drive • P.O. Box 26580
Austin, Texas 78755-0580

LONG-TERM CARE INSURANCE POTENTIAL RATE INCREASE DISCLOSURE FORM

1. Premium Rate:

The premium rate that is applicable to you and that will be in effect until a request is made and approved for an increase is on the application.

2. The premium for this policy / certificate will be shown on the schedule page of your policy / certificate.

3. Rate Schedule Adjustments:

Any premium rate adjustments will be effective on the next premium due date.

4. Potential Rate Revisions:

This policy / certificate is Guaranteed Renewable. This means that the rates for this product may be increased in the future. Your rates can NOT be increased due to your increasing age or declining health, but your rates may go up based on the experience of all policyholders / certificateholders with a policy / certificate similar to yours.

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

- Pay the increased premium and continue your policy / certificate in force as is.
- Reduce your policy / certificate benefits to a level such that your premiums will not increase. (Subject to state law minimum standards.)
- Exercise your nonforfeiture option if purchased. (This option is available for purchase for an additional premium.)
- Exercise your contingent nonforfeiture rights.* (This option may be available if you do not purchase a separate nonforfeiture option.)

Turn the Page

***Contingent Non-forfeiture**

If the premium rate for your policy / certificate goes up in the future and you didn't buy a non-forfeiture option, you may be eligible for contingent non-forfeiture. Here's how to tell if you are eligible:

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

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

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

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

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

Example:

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

Turn the Page

**Contingent Nonforfeiture
Cumulative Premium Increase over Initial Premium
That qualifies for Contingent Nonforfeiture**

(Percentage increase is cumulative from date of original issue. It does NOT represent a one-time increase.)

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

In addition to the Contingent Nonforfeiture Benefits described above, the following reduced “paid-up” Contingent Nonforfeiture Benefit is an option in all policies that have a fixed or limited premium payment period, even if you selected a nonforfeiture benefit when you bought your policy. If both the reduced “paid-up” benefit AND the contingent benefit described above are triggered by the same rate increase, you can choose either of the 2 benefits.

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You are eligible for the reduced “paid up” Contingent Nonforfeiture Benefit when all 3 conditions shown below are met:

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

Triggers for a Substantial Premium Increase	
Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65-80	30%
Over 80	10%

2. You stop paying your premiums within 120 days of when the premium increase took effect;
AND
3. The ratio of the number of months you already paid premiums is 40% or more than the number of months you originally agreed to pay.

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

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

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

Example:

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

Turn the Page

Acknowledgement of Receipt

I hereby acknowledge receipt of the Long Term Care Potential Rate Increase Disclosure Form.

Applicant's Signature

Date

Agent's Signature

Date

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

P.O. Box 26580
Austin, Texas 78755-0580

LONG-TERM CARE INSURANCE PERSONAL WORKSHEET

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

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

Premium Information

Policy Form Number [LTC-020201-UTA-TQ-AR]

The premium for the coverage you are considering will be \$_____

per month semi-annually annually

Type of Policy

This policy is guaranteed renewable.

The Company's Right to Increase Premiums

The company has a right to increase premiums on this policy form in the future, provided it raises rates for all policies in the same class in this state.

Rate Increase History

The company has sold long-term care insurance since 1985 and has sold this policy since 2002. The company has never raised its rates for any long-term care policy it has sold in this state or any other state.

Questions Related to Your Income

How will you pay each year's premium?

___ From my Income ___ From my Savings\Investments ___ My Family will Pay

Have you considered whether you could afford to keep this policy if the premiums were raised, for example, by 20%? Yes No

What is your annual income? (check one)

___ Under \$10,000 ___ \$10-20,000 ___ \$20-30,000 ___ \$30-50,000 ___ Over \$50,000

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

___ No change ___ Increase ___ Decrease

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

Will You Buy Inflation Protection? (check one) ___ Yes ___ No

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

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

The national average annual cost of care in [1999] was [\$47,000], but this figure varies across the country. In ten years the national average annual cost would be about [\$76,610] if costs increase 5% annually.

What Elimination Period are You Considering?

Number of days Approximate cost \$ _____ for that period of care.

How are You Planning to Pay for Your Care During the Elimination Period? (check one)

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

Questions Related to Your Savings and Investments

Not counting your home, about how much are all of your assets (your savings and investments) worth? (check one): Under \$20,000 \$20-30,000 \$30-50,000 Over \$50,000

How do you expect your assets to change over the next ten years?

Stay about the same Increase Decrease

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

Disclosure Statement

The answers to the questions above describe my financial situation.

or

I choose not to complete this information.

(Check one.)

I acknowledge that the carrier and/or its agent (below) has reviewed this form with me including the premium, premium rate increase history and potential for premium increases in the future. I understand the above disclosures. **I understand that the rates for this policy may increase in the future.** (This must be checked.)

Applicant's Signature: _____ Date: _____

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

Agent's Signature: _____ Date: _____

Agent's Printed Name: _____

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

Applicant's Signature: _____ Date: _____

The company may contact you to verify your answers.

SERFF Tracking Number: UTAC-126114449 State: Arkansas
Filing Company: United Teacher Associates Insurance Company State Tracking Number: 42135
Company Tracking Number: LTC02.V2-UTA-CNBE
TOI: LTC05I Individual Long Term Care - Nursing Sub-TOI: LTC05I.001 Qualified
Home & Home Health Care
Product Name: Long Term Care Model Update
Project Name/Number: Long Term Care Model Update/LTC02.V2-UTA-CNBE

Supporting Document Schedules

Satisfied -Name: Flesch Certification	Review Status:	04/15/2009
Comments:		
Attachment: FLESCH.pdf		
Bypassed -Name: Application	Review Status:	04/15/2009
Bypass Reason: Not applicable		
Comments:		
Bypassed -Name: Health - Actuarial Justification	Review Status:	04/15/2009
Bypass Reason: Not applicable		
Comments:		
Satisfied -Name: Outline of Coverage	Review Status:	04/15/2009
Comments:		
Attachment: LTC-020201.V2-UTA-TQNB-OC-AR.pdf		

CERTIFICATION OF FLESCH READING EASE TEST

RE: UNITED TEACHER ASSOCIATES INSURANCE COMPANY

This is to certify that the form listed below is in compliance with the readability requirements of the Flesch Reading ease test.

The Flesch test was applied to this form in its entirety, except that titles, major headings and sub-headings and tables were excluded.

The Flesch reading ease test score is:

FORM NUMBER	FLESCH SCORE
LTC02.V2-UTA-CNBE	40
LTC02.V2-UTA-LPCNBE	40
LTC02-UTA-HSICE	40
LTC02-UTA-RDBE	40
LTC-020201.V2-UTA-TQNB-OC-AR	40

United Teacher Associates Insurance Company

By: 
Billy Hill, Jr., President

Date: April 15, 2009

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

**P.O. Box 26580 • Austin, TX 78755-0580
800-880-8824**

QUALIFIED LONG TERM CARE INSURANCE OUTLINE OF COVERAGE COMPREHENSIVE PLAN Policy Form LTC-020201-UTA-TQ-AR

Caution: The issuance of the long term care insurance policy is based upon your responses to the questions on your application. A copy of your application will be attached to your policy. If your answers are incorrect or untrue, we may have the right to deny benefits or rescind your policy as described in the Time Limit on Certain Defenses provision. The best time to clear up any questions is now, before a claim arises. If, for any reason, any of your answers are incorrect, contact us at this address: United Teacher Associates Insurance Company, P.O. Box 26580, Austin, Texas 78755-0580.

Notice to Buyer: Your policy may not cover all the costs associated with Long Term Care incurred by you during the period of coverage. You are advised to carefully read and review all policy limitations.

1. The policy is an individual policy of insurance which was issued in Arkansas.
2. **PURPOSE OF OUTLINE OF COVERAGE.** This Outline of Coverage provides a very brief description of the important features of the policy. You should compare this Outline of Coverage to outlines of coverage for other insurance available to you. This is not an insurance contract, but only a summary of coverage. Only the individual policy contains the governing contractual provisions of your insurance. This means that the policy sets forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY CAREFULLY!**
3. **FEDERAL TAX CONSEQUENCES.** This policy is intended to be a federally tax qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.
4. **TERMS UNDER WHICH THE POLICY MAY BE CONTINUED INFORCE OR DISCONTINUED.**
 - (a) **Renewability: THIS POLICY IS GUARANTEED RENEWABLE.** This means you have the right, subject to the terms of your policy, to continue this policy as long as you pay your premiums on time. United Teacher Associates Insurance Company cannot change any of the terms of your policy on its own, except that, in the future, **IT MAY INCREASE THE PREMIUM YOU PAY.**
 - (b) **Termination:** The policy will end upon the earliest of the following:
 1. Your failure to pay each premium on time or within the Grace Period, subject to the limitations in the policy; or
 2. Your death; or
 3. Payment of the Maximum Lifetime Benefit; or
 4. Your requested cancellation of the policy.

(c) **WAIVER OF PREMIUM BENEFIT.** We will waive any premium that becomes due after 90 days of covered Qualified Long Term Care services are provided in accordance with a written plan of care. The 90 days of covered Qualified Long Term Care services must be received within 365 days of the 1st date Qualified Long Term Care services are received. Days when covered services are received which are used to satisfy the Elimination Period can be used to satisfy the qualifications for this benefit. Days when covered services are received which do not satisfy the Elimination period cannot be used to satisfy the qualifications for this benefit. Also, after the waiver of premium starts, we will refund the pro-rata portion of any premium you paid for that period during which you qualified for the waiver of premium.

You must pay any premium that becomes due after you are no longer eligible to receive benefits under this Waiver of Premium Benefit provision, including the pro-rata premium for the period from the end of your eligibility to the next premium due date.

(d) **OPTIONAL DUAL WAIVER OF PREMIUM BENEFIT.** (This benefit is included only if you and your spouse elect rider form LTC-020201-UTA-WOP Series.)

 Selected Not Selected

When the premium under your spouse's policy with us is waived due to receiving qualified long term care during a plan of care, we will also waive any premium that becomes due for your policy if:

- (1) Both you and your spouse have long term care insurance in force with us, other than under a Nonforfeiture Benefit, on the date your spouse's premium is waived.
- (2) Both you and your spouse have a Dual Waiver of Premium Benefit in force with us on the date your spouse's premium is waived.

We will also refund the pro-rata portion of any premium you have paid for the period after your spouse's premium is waived.

You must pay any premium that becomes due after your spouse's premium is no longer waived.

(e) **OPTIONAL SHORTENED BENEFIT PERIOD NONFORFEITURE BENEFIT.** (This benefit is included only if you elect rider form LTC-020201-UTA-SBP Series.)

 Selected Not Selected

The Nonforfeiture Benefit provides for continuation of coverage during your lifetime if you stop paying premiums after the policy has been in force at least 3 consecutive years. The benefits payable for any Qualified Long Term Care that begins after the Nonforfeiture Date, as defined below, will be subject to the following limits:

- (1) The daily and lifetime benefit maximums will be the amounts in effect on the Nonforfeiture Date.
- (2) The maximum benefit we will pay for all Qualified Long Term Care received after the Nonforfeiture Date is the greater of:
 - a. 100% of the sum of all premiums paid for the policy, excluding any waived premiums;
 - or
 - b. 30 times the Maximum Daily Facility Benefit in effect on the Nonforfeiture Date.

However the total benefits payable under the policy, including the Nonforfeiture Benefit, will not exceed the amount that would have been payable if you had continued to pay the premium. Benefits will be payable in accordance with all the other terms and conditions of the policy.

The Nonforfeiture Date is the date that coverage under the policy would otherwise end in the absence of this Nonforfeiture Benefit. The Nonforfeiture Date cannot be less than 3 years after the rider effective date.

5. TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS.

We may change the premium rates. Any change will apply to all policies in the same class as yours in the state where the policy was issued. We must give you at least 60 days written notice before we change your premium.

6. TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED.

(a) **THIRTY DAY FREE LOOK.** If you feel the policy does not meet your insurance needs, return it to us or your agent within 30 days after you have received it. We will return your premium within 30 days of our receipt of the policy and will consider the policy never to have been issued.

(b) **REFUND OF UNEARNED PREMIUMS.** The policy contains a provision providing for refund of unearned premium upon notice of your death or your spouse's death, subject to the optional Survivorship Benefit Rider. It does not provide for any return of unearned premium for surrender of the policy.

7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us. Neither United Teacher Associates Insurance Company nor its agents represent Medicare, the federal government, or any state government.

8. LONG TERM CARE COVERAGE. Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home.

The policy reimburses you for expenses you incur for covered long term care, subject to the policy limitations and elimination periods.

9. BENEFITS PROVIDED BY THIS POLICY.

(a) **BENEFIT LIMITS.**

Maximum Daily Home and Community Care Benefit \$ _____

Maximum Daily Facility Benefit \$ _____

Maximum Lifetime Benefit \$ _____

The Maximum Lifetime Benefit is the total amount we will pay in your lifetime for all benefits provided by the policy.

Elimination Period _____ Days

The Elimination Period is the total number of days that Qualified Long Term Care services covered under the policy must be received after you are eligible for the payment of and before benefits are payable. The Elimination Period must be satisfied within 365 days of the day you first receive a Qualified Long Term Care service and meet the conditions for receiving benefits. The Qualified Long Term Care services need not be provided on consecutive days in order to satisfy the Elimination Period. The Elimination Period may be met before the filing of a claim if we can establish you were eligible for the payment of benefits before filing a claim. This Elimination Period has to be met only once while your policy is in force. Any day on which covered services are reimbursed by insurance or Medicare may be counted toward meeting the Elimination Period.

The Elimination Period does not apply to the Care Advisory Services Benefit or the Informal Caregiver Support Benefits (including both the Respite Care Benefit and Informal Caregiver Training Benefit), however days on which you receive only those benefits do not count toward satisfying the Elimination Period.

(b) FACILITY BENEFITS.

For each day of your stay in a Long Term Care Facility or Alternate Care Facility, after the satisfaction of the Elimination Period, we will pay the lesser of:

- (1) The Maximum Daily Facility Benefit; or
- (2) The amount of money remaining in the Maximum Lifetime Benefit; or
- (3) The expenses incurred for such care, including room and board, but excluding convenience and comfort items, beauty and salon expenses, prescription medications, and other charges that are not directly related to the provision of care in the facility.

All Facility Benefits received by You must be provided for in a Plan of Care and will count toward the Maximum Lifetime Benefit.

“Alternate Care Facility” means a facility that is licensed or accredited by the appropriate agency to give ongoing care and related services to inpatients in one place. If the facility is not licensed or accredited by the state in which the care is received, it must a) provide 24 hour-a-day care and services sufficient to support needs due to inability to perform Activities of Daily Living or Severe Cognitive Impairment; and b) have a trained and ready to respond employee on duty at all times to give that care; and c) provides 3 meals-a-day and accommodate special dietary needs; and d) have formal arrangements for the services of a physician or nurse to give medical care in case of emergency; and e) care for a minimum of 6 resident inpatients in one (1) location; and f) have appropriate methods and procedures for handling and administering drugs and biologicals. These requirements are typically met by hospice care facilities or assisted living facilities. They may also be met by some personal care and adult congregate care facilities. They are NOT met by individual homes or independent living units. An Alternate Care Facility does not mean a Long Term Care Facility, hospital or clinic, boarding home, or a place which operates primarily for the treatment of alcoholics or drug addicts.

“Long Term Care Facility” means a place which is licensed by the state in which it is located. If it is not licensed, it must a) provide nursing care on an inpatient basis under the supervision of a physician; b) have 24 hour-a-day nursing services provided by or under the supervision of a registered nurse (R.N.), licensed vocational nurse (L.V.N.), or licensed practical nurse (L.P.N.), and c) keep a daily medical record of each patient; and d) may be either a freestanding facility or a distinct part of a facility such as a ward, wing, unit, or swing-bed of a hospital or other institution. A Long Term Care Facility does not mean a hospital or clinic, an Alternate Care Facility, a boarding home, a place which operates primarily for the treatment of alcoholics or drug addicts, or a hospice.

BED RESERVATION BENEFIT

When provided in a Plan of Care, we will continue to pay up to the Maximum Daily Facility Benefit when you are charged for your room in a Facility while you are temporarily absent during the course of your stay. This Bed Reservation Benefit will be limited to 21 times the Maximum Daily Facility Benefit per calendar year. Unused benefits cannot be carried over into the next calendar year. All Bed Reservation Benefits received by you will count against the Maximum Lifetime Benefit.

(c) ALTERNATE PLAN OF CARE BENEFIT

We reserve the right to pay for alternate services, devices or types of care under a written Alternate Plan of Care, if such plan is medically acceptable. This Alternate Plan of Care must be agreed to by you, your Licensed Health Care Practitioner, when applicable, and us; and will be developed by or with Licensed Health Care Practitioners; and must be for Qualified Long Term Care. Any plan, including the benefit levels to be payable, may be adopted, as long as it is mutually agreeable to you, your Licensed Health Care Practitioner, when applicable, and us. We are not obligated to provide benefits for services received prior to such agreement. Agreement to participate in an Alternate Plan of Care will not waive any of your or our rights under the policy. This plan may specify special treatments or different sites or levels of care. Some of the services you may receive may differ from those otherwise covered by your policy. In this case, benefits will be paid at the levels specified and agreed to in the Alternate Plan of Care.

Any benefits payable under this provision will count toward the Maximum Lifetime Benefit and will be subject to the Elimination Period. We reserve the right to decline to authorize alternate benefits and services. You have the right at any time to discontinue the alternate benefits and resume receiving the benefits specifically defined in the policy.

(d) HOME AND COMMUNITY CARE BENEFITS.

HOME AND COMMUNITY CARE BENEFIT

We will pay benefits when you require Home and Community Care or Hospice Services and as provided in a Plan of Care. Home and Community Care and Hospice Services will count toward the Maximum Lifetime Benefit. Care Management Costs will count toward the Maximum Lifetime Benefit.

For Home and Community Care or Hospice Services received during the first 30 consecutive calendar days after the satisfaction of the Elimination Period, for care received during a day, we will pay the lesser of:

- (1) Two times the Maximum Daily Home and Community Care Benefit, or
- (2) The amount of money remaining in the Maximum Lifetime Benefit; or
- (3) The total of:
 - a. the expenses incurred for occupational, physical, respiratory, or speech therapy; or nursing care services provided by a registered nurse (R.N.) or a licensed practical or vocational nurse (L.P.N. or L.V.N.); and
 - b. the expenses incurred for Maintenance and Personal Care Services provided by a Home Health Care Provider or Independent Caregiver; and
 - c. the expenses incurred for home delivered meals, special meals, nutrition services; and
 - d. the expenses incurred from an Adult Day Care Center and transportation between the home and the Adult Day Care Center.

For Home and Community Care or Hospice Services received beginning with the thirty-first (31st) calendar day after the satisfaction of the Elimination Period, for care received during a day, we will pay the lesser of:

- (1) The Maximum Daily Home and Community Care Benefit, or
- (2) The amount of money remaining in the Maximum Lifetime Benefit; or
- (3) The total of:
 - a. the expenses incurred for occupational, physical, respiratory, or speech therapy; or nursing care services provided by a registered nurse (R.N.) or a licensed practical or vocational nurse (L.P.N. or L.V.N.); and

- b. the expenses incurred for Maintenance and Personal Care Services provided by a Home Health Care Provider or Independent Caregiver; and
- c. the expenses incurred for home delivered or special meals, nutrition services; and
- d. the expenses incurred from an Adult Day Care Center and transportation between the home and the Adult Day Care Center.

“Adult Day Care Center” means an organization which provides a program of adult day care that is state licensed, if the state in which it is located licenses adult day care facilities; or meets all of these tests:

- (1) it operates at least 5 Days a week for a minimum of 6 hours a Day and is not an overnight facility; and
- (2) it maintains a written record for each client which includes a Plan of Care and a record of all services provided; and
- (3) it has established procedures for obtaining appropriate aid in the event of a medical emergency; and
- (4) it has formal arrangements for providing services of: a dietician; a licensed physical therapist; a licensed speech therapist; and a licensed occupational therapist; and
- (5) its staff includes all of the following: a full-time director; 1 or more Nurses in attendance during operating hours for at least 4 hours a Day; enough full-time staff members to maintain a client-to-staff ratio of 8 or less to 1.

“Home Health Care Provider” means an entity which provides Home Health Care or Hospice Services and:

- (1) Has an agreement as a provider of Home Health Care Services or Hospice Services under the Medicare program; or
- (2) Is licensed or accredited by state law as a home health care agency or hospice, if such licensing or accreditation is required by the state in which the care is received; or
- (3) Is a licensed occupational, physical, respiratory or speech therapist, a registered nurse (R.N.), a licensed practical nurse (L.P.N.) or a licensed vocational nurse (L.V.N.) operating within the scope of his or her license.

A Home Health Care Provider cannot be a member of your immediate family living with you.

“Independent Caregiver” is an individual who provides Home Health Care or Hospice Services and:

- (1) Who holds an active State license or certificate appropriate to the level of care being provided and works independent of a licensed home health care agency. The licensure or certification must be in the State where care will be provided; or
- (2) If the state does not require licensure or certification, is an individual who has been chosen by you and has been qualified under the Independent Caregiver Certification Benefit and has been approved by us.

The policy will not pay benefits for any care or services that are provided without charge in the absence of insurance. The Independent Caregiver must be approved by a Care Advisor and approved by us, regardless of the type of care or services being provided. Benefits will not be considered for any care or services rendered by an Independent Caregiver prior to our approval. An Independent Caregiver cannot be a member of your immediate family. The Independent Caregiver will be required to provide:

- (1) Proof of certification or licensure, if applicable; and
- (2) Daily records of the care or service provided including the daily charges.

INDEPENDENT CAREGIVER CERTIFICATION BENEFIT

When provided in a Plan of care, this benefit provides you with the freedom to choose the individual who will provide your long term care. This individual can be anyone you choose other than a member of your immediate family or anyone living with you.

If the individual you choose is already licensed or certified in the state where the care will be given, this individual may be considered an Independent Caregiver under the policy subject to our approval.

If the individual you choose is not licensed or certified in the state where the care will be given or if the state where the care will be given does not require such license or certificate, we will pay for the training of this individual if the training plan is:

- (1) Approved by a Care Advisor who is recommended or approved by us; and
- (2) Agreed to by you, us and your Licensed Health Care Practitioner, when applicable.

We are not obligated to provide benefits for services received prior to such agreement.

After the satisfactory completion of this training, this newly trained individual will be considered an Independent Caregiver. Any benefits payable under this provision, including the expense incurred for the services of the Care Advisor, count against the Maximum Lifetime Benefit.

(e) **CARE ADVISORY SERVICES BENEFIT.**

We will pay for Care Advisory Services when you are eligible for other covered benefits. Care Advisory Services help you identify your specific care needs. A care advisor will identify the long term care services and programs in your area that can best meet those needs. **You are not required to use the care advisor's assistance in arranging for care. This benefit is advisory only.** You are not required to complete the Elimination Period before using this benefit and days when you receive Care Advisory Services do not count toward the satisfaction of the Elimination Period. However, the Elimination Period must be completed, where required, in order to receive other policy benefits.

(f) **INFORMAL CAREGIVER SUPPORT BENEFITS.**

RESPIRE CARE BENEFIT

In addition to the Home and Community Care Benefit and when provided in a Plan of Care, we will pay up to the Respite Care Benefit Limit, defined below, per calendar year to relieve your Informal Caregiver as follows:

- (1) For each day Respite Care is received in a Facility, we will pay the lesser of:
 - a. The Maximum Daily Facility Benefit, or
 - b. The amount of money remaining in the Maximum Lifetime Benefit; or
 - c. The expenses incurred for such care.
- (2) For each day Respite Care is received in your home or in an Adult Day Care Center, we will pay the lesser of:
 - a. The Maximum Daily Home and Community Care Benefit; or
 - b. The amount of money remaining in the Maximum Lifetime Benefit; or
 - c. The expenses incurred for such care.

The Respite Care Benefit Limit will be equal to 30 times the Maximum Daily Facility Benefit. Unused benefits cannot be carried over into the next calendar year. The Elimination Period does not apply to this benefit, however days on which you receive Respite Care cannot count toward satisfying your Elimination Period. Benefits received under the Respite Care Benefit will count against the Maximum Lifetime Benefit.

“Respite Care” is care provided by or through a Long Term Care Facility; Alternate Care Facility, Independent Caregiver, Adult Day Care Center, or Home Health Care Provider to temporarily relieve the Informal Caregiver.

INFORMAL CAREGIVER TRAINING BENEFIT

If you are determined by us to be Chronically Ill and you require Qualified Long Term Care and when provided in a Plan of Care, we will pay the expenses incurred for Informal Caregiver Training, not to exceed 5 times the Maximum Daily Home and Community Care Benefit during a Plan of Care. This benefit will be paid in addition to the Home and Community Care Benefit. The Elimination Period does not apply to this benefit, and days on which you receive the Informal Caregiver Training Benefit do not count toward satisfying the Elimination Period. Benefits received under the Informal Caregiver Training Benefit do not count against the Maximum Lifetime Benefit.

If you require a stay in a Facility or are hospitalized, the Informal Caregiver Training Benefit will only be payable if the training will make it possible for you to return to or remain in your home where you can be cared for by the Informal Caregiver.

(g) HOME MEDICAL TECHNOLOGY BENEFIT.

When provided in a Plan of Care, this benefit pays the actual expense you incur each month, up to a monthly maximum equal to the Maximum Daily Home and Community Care Benefit, for the rental or lease of Home Medical Technology specified in your Plan of Care. This Home Medical Technology must be agreed upon by you and us, prior to its rental or lease. We will only pay the Home Medical Technology Benefit for equipment installed in your home while your policy is in effect. We will not pay for any charges for normal telephone service while the equipment is installed or for a home security system.

(h) CONTINGENT BENEFIT UPON LAPSE. The following benefit is added to your policy if you reject the Shortened Benefit Period Nonforfeiture Benefit Rider.

We will notify the Policyowner prior to any change in premium rates for this Policy. If there are premium increases, and if the cumulative amount of all such premium increases equals or exceeds the Triggers for a Substantial Premium Increase shown on the following page, We will:

1. offer to reduce the current Policy benefits, but not less than the minimum amount that is currently marketed in that state, without the requirement of additional underwriting, so that required premium payments are not increased, or
2. offer to convert the coverage as provided under the Shortened Benefit Period described on the following page. This option may be elected at any time during the 120 days following the Premium Due Date for the increased premium. However, should the Policy Lapse due to nonpayment of premium after a Substantial Premium Increase as defined in the Triggers for a Substantial Premium Increase during this 120-day period, the Shortened Benefit Period will automatically take effect.

After the expiration of the Premium Rate Guarantee Period, if We increase the premium rates to a level which results in a cumulative increase of the annual premium equal to or exceeding the percentage of the Initial Premium set forth on the following page and the Policyowner is unable to afford the increased premium, the Policyowner may choose one of the two coverage options offered in this provision. We will notify the Policyowner of these options at least 60 days prior to the due date of the premium reflecting the rate increase. The Initial Premium is based on Your age when the Policy was issued, plus the premium for any benefits that have been added since then, and/or minus the premium for any benefits that have been reduced since the Policy was issued.

Triggers for a Substantial Premium Increase

Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent 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%		

Shortened Benefit Period Providing Paid Up Insurance After Lapse

The coverage will continue on a limited basis if this option is put into effect.

The daily benefit amounts available will be the same amounts available for all care and services qualifying for benefits under the terms of the Policy, up to the limits specified in the Policy at the time the Policy would have Lapsed. If there is a Benefit Increase Rider of any kind in force, the benefits available will NOT continue to increase.

The Paid Up Benefit will be equal to the greater of:

1. 100% of the premium paid for the Policy, including any optional riders, or
2. 30 times the Maximum Daily Benefit for Nursing Home Care in force at the time of the Lapse.

All of the eligibility requirements, including waiting periods, elimination periods, or deductible amounts that applied in order for an Insured Person to be eligible for payment of benefits at the time the coverage would have Lapsed will apply. To the extent that any such eligibility requirements and/or waiting periods were satisfied under the coverage at the time it would have Lapsed, they will also be satisfied under this Shortened Benefit Period.

The daily benefits payable under the Policy and this Shortened Benefit Period will not exceed the daily benefits that would have been payable under the policy if premium payments had continued. The total combined benefits payable under the policy and this Shortened Benefit Period will not exceed the total benefits that would have been payable under the policy if premium payments had continued. Once the maximum benefit amount in force under this Shortened Benefit Period has been paid, no further benefits will be payable and all coverage will terminate.

If there is a benefit in force that allows coverage to become paid up or premium to be waived for life at some future date, this Contingent Nonforfeiture Benefit will only apply if coverage Lapses before the date the coverage becomes paid up or the waiver of premium begins. Otherwise, this benefit will terminate on the date the coverage becomes paid up or on the date premium is waived for life.

- (i) **OPTIONAL SHARED EXTENDED EXPENSE BENEFIT.** (This benefit is included only if you elect rider form LTC-020201-UTA-SEE Series.)

Selected

Not Selected

Shared Benefit Amount \$ _____ (Amount must be less than or equal to the Maximum Lifetime Benefit.)

This benefit provides for an additional benefit amount that can be used when either or both spouses have exhausted their Maximum Lifetime Benefit. We will pay benefits for expenses incurred that exceed the Maximum Lifetime Benefit up to an additional amount equal to the Shared Benefit Amount. If both spouses are incurring expenses that exceed their individual Maximum Lifetime Benefit at the same time, we will pay the total combined expenses each month until the Shared Benefit Amount is exceeded.

- (j) **RESTORATION OF BENEFITS RIDER.** (This benefit is included only if you elect rider form LTC-020201-UTA-RBR Series.)

Selected

Not Selected

The Maximum Lifetime will be restored if we verify that all of the following conditions have been met:

- (1) The Maximum Lifetime Benefit has not been exhausted; and
- (2) You have not required Substantial Assistance to perform 2 or more Activities of Daily Living or Substantial Supervision due to Severe Cognitive Impairment for a period of 180 consecutive days; and
- (3) Our Licensed Health Care Practitioner confirms that you have had neither Severe Cognitive Impairment nor Functional Incapacity for a period of 180 consecutive days.

If you have already satisfied your Elimination Period, you do not have to meet a new Elimination Period after your Maximum Lifetime Benefit is restored.

- (k) **SURVIVORSHIP BENEFIT RIDER.** (This benefit is included only if you elect rider form LTC-020201-UTA-SBR Series.)

Selected

Not Selected

If your spouse dies after your policy has been in force for at least 10 consecutive years, we will permanently waive any premium that becomes due for your policy if:

- (1) Both You and Your Spouse have had long term care insurance in force with Us for at least 10 consecutive years, other than under a Nonforfeiture Benefit, on the date of the death of Your Spouse; and
- (2) Both you and your spouse have a Survivorship Benefit that has been in force for at least 10 consecutive years on the date of the death of your spouse.

No further premium payments will be required. We will also refund the pro-rata portion of any premium you have paid for the period after your spouse has died. This benefit will remain in effect even if benefits are paid or payable under your policy or your spouse's policy.

- (l) **10 YEAR PREMIUM PAYMENT AMENDATORY RIDER.** (This benefit is included only if you elect rider form LTC-020201-UTA-10PAY Series.)

Selected

Not Selected

This amendatory rider allows the policy to be paid up in 10 years.

- (m) **LIMITED PAY CONTINGENT BENEFIT UPON LAPSE ENDORSEMENT.** (This benefit is included only if you elect rider form LTC02.V2-UTA-LPCNBE Series.)

This provision is in addition to the Contingent Nonforfeiture Benefit provision in the policy, and in addition to the Nonforfeiture Benefit Rider. When more than one are triggered, the benefit provided shall be at the Policyowner's option.

When this Benefit Applies

We will notify the Policyowner prior to any change in premium rates for the policy. If there are premium increases, and if the cumulative amount of all such premium increases equals or exceeds the Triggers for a Substantial Premium Increase shown in the table below, We will:

1. offer to reduce the current policy benefits, but not less than the minimum amount that is currently marketed in that state, without the requirement of additional underwriting, so that required premium payments are not increased, or
2. offer to convert the coverage to a paid up status where the amount payable for each benefit is 90% of the amount payable in effect immediately prior to the lapse times the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period. This option may be elected at any time during the 120 days following the premium due date for the increased premium.
3. Should the policy lapse during this 120-day period due to nonpayment of premium after a Substantial Premium Increase, and the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period is 40% or more, the conversion to the paid up status as described in item # 2 above will automatically take effect. However, should the policy lapse during this 120-day period due to nonpayment of premium after a Substantial Premium Increase, and the ratio of the number of completed months of paid premiums divided by the number of months in the premium paying period is less than 40%, The Policyowner's Nonforfeiture rights will be governed by either the Contingent Nonforfeiture Benefit provision in the policy, or the Nonforfeiture Benefit Rider as applicable.

If We increase the premium rates to a level which results in a cumulative increase of the annual premium equal to or exceeding the percentage of the Initial Premium set forth in the following table and the Policyowner is unable to afford the increased premium, the Policyowner may choose either #1 or #2 of the coverage options discussed above. We will notify the Policyowner of these options at least 60 days prior to the due date of the premium reflecting the rate increase. The Initial Premium is based on the Policyowner's age when this policy was issued, plus the premium for any benefits that have been added since then, and/or minus the premium for any benefits that have been reduced since the policy was issued.

Triggers for a Substantial Premium Increase

Issue Age	Percent Increase Over Initial Premium
Under 65	50%
65-80	30%
Over 80	10%

(n) **ELIGIBILITY FOR PAYMENT OF BENEFITS.**

We will pay benefits when we verify that:

- (1) You are unable to perform, without Substantial Assistance from another person, at least 2 Activities of Daily Living for a period of at least 90 consecutive days due to a loss of functional capacity (note: if the Elimination Period selected is less than 90 days, You must still meet the 90 consecutive days of functional incapacity requirement in order for any benefits to be paid); or
- (2) You require substantial supervision to protect yourself from threats to health and safety due to a Severe Cognitive Impairment; and
- (3) A licensed health care practitioner has certified, within 12 months, that you meet the Activity of Daily Living or the Severe Cognitive Impairment requirements above; and has developed a written plan of care which details the qualified long term care you need.

Except where otherwise stated, no benefits under your policy will be paid:

- (1) For care received when your policy was not in force; or
- (2) For a service not covered under your policy; or
- (3) Unless you satisfy the Elimination Period, where required; or
- (4) In excess of the Maximum Daily Benefit; or
- (5) In excess of the Maximum Lifetime Benefit; or
- (6) If any of the exclusions of the policy apply.

Home and Community Care Benefits and Facility Benefits cannot be paid for the same day. In the case where both types of benefits are received on the same day, the benefit with the highest amount payable will be paid

“Chronically Ill” means certified by a Licensed Health Care Practitioner as:

- (1) Being unable to perform (without Substantial Assistance from another individual) at least 2 Activities of Daily Living for a period of at least 90 consecutive days due to a loss of functional capacity, or
- (2) Requiring Substantial Supervision to protect yourself from threats to health and safety due to Severe Cognitive Impairment.

To be eligible for benefits under the policy, you must be certified as Chronically Ill by a Licensed Health Care Practitioner at least once every 12 months.

“Activities of Daily Living” are (1) Eating: Feeding yourself by getting food into your body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously; (2) Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs; (3) Bathing: Washing yourself by sponge bath; or in either a tub or shower, including the task of getting in or out of the tub or shower; (4) Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; (5) Transferring: Moving into or out of a bed, chair or wheelchair; (6) Continence: The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag.

“Severe Cognitive Impairment” means A loss or deterioration in intellectual capacity that is measured by clinical evidence and standardized tests which reliably measure impairment in: (1) Short term or long-term memory; (2) Orientation as to people, places or time; and (3) Deductive or abstract reasoning. The deterioration must place you in jeopardy of harming yourself or others, therefore requiring Substantial Supervision by another person. Severe Cognitive Impairment can result from Alzheimer’s Disease and similar forms of senility and irreversible dementia.

10. LIMITATIONS AND EXCLUSIONS.

- (a) **PRE-EXISTING CONDITIONS.** This policy does not have a pre-existing condition limitation.
- (b) **NON-ELIGIBLE FACILITIES/PROVIDERS.** Long Term Care Facility benefits are not provided for confinement in a facility, or its sections, which is primarily a hospital or clinic, boarding home, or a place which operates primarily for the treatment of alcoholics or drug addicts.
- (c) **NON-ELIGIBLE LEVELS OF CARE.** The policy will not provide benefits for care or services by unlicensed or uncertified providers to the extent that such licensing or certification is required in the state in which the care is given.
- (d) **EXCLUSIONS AND EXCEPTIONS.** We will not pay benefits for any care services that are:
 - (1) Provided without charge in the absence of insurance; or
 - (2) Provided outside of the United States of America or its territories or possessions; or
 - (3) Provided by or in a Veteran’s Administration or federal government facility, unless a valid charge is made to you or to your estate; or
 - (4) Resulting, directly or indirectly, from attempted suicide or an intentionally self-inflicted injury while sane or insane, occurring after you become insured under the policy;
 - (5) For care which results from participation in a felony, riot, or insurrection;
 - (6) Resulting, directly or indirectly, from your alcoholism or addiction to drugs or narcotics. This does not include addiction which results from drugs or narcotics taken as prescribed by a physician;
 - (7) Resulting from war or act of war (declared or undeclared); or
 - (8) Due to a condition for which you can receive benefits under Workers’ Compensation, Employer’s Liability or the Occupational Disease Act or Law; or
 - (9) Not included in a Plan of Care; or
 - (10) A. Reimbursable under title XVIII of the Social Security Act (Medicare) or would be so reimbursable but for the application of a deductible or coinsurance amount; or
B. Reimbursable under any other federal, or state health care plan or law, except Medicaid.

We will reduce our benefits payable by the dollar amount paid from the government health care plan or law to the extent that the combination of our coverage and governmental coverage equals but does not exceed the actual charge for the covered services.

THE POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

11. **RELATIONSHIP OF COST OF CARE AND BENEFITS.** Because the costs of long term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted.
- (a) Except as described below, your benefit levels will not increase over time.
 - (b) Your benefits may increase over time through the purchase of a Compound Automatic Increase Benefit Rider, or a Simple Automatic Increase Benefit Rider, optional benefits which are available to you. You may select one of these options which will increase your benefits automatically over time as described below:

OPTIONAL COMPOUND AUTOMATIC INCREASE BENEFIT (This benefit is included only if you elect rider form LTC-020201-UTA-CMP Series.)

<input type="checkbox"/> Selected	<input type="checkbox"/> Not Selected
--	--

If selected, on each annual anniversary of your policy Effective Date of coverage, we will increase your Maximum Daily Facility Benefit and your Maximum Daily Home and Community Care Benefit and your remaining Maximum Lifetime Benefit by 5% of the benefit in effect on the previous anniversary of your policy Effective Date of coverage.

OPTIONAL SIMPLE AUTOMATIC INCREASE BENEFIT (This benefit is included only if you elect rider form LTC-020201-UTA-SMP Series.)

 Selected **Not Selected**

If selected, on each annual anniversary of your policy Effective Date of coverage, we will increase your Maximum Daily Facility Benefit and your Maximum Daily Home and Community Care Benefit and your remaining Maximum Lifetime Benefit by a fixed amount of 5% of the amounts shown on your schedule of benefits.

Premium for any of the automatic increase benefit riders covers the cost of future scheduled increases. Benefits automatically increase each year; premiums do not change because of the automatic benefit increases.

- (c) If you do not select a Compound Automatic Increase Benefit Rider or a Simple Automatic Increase Benefit Rider, you may purchase a Guaranteed Purchase Option Rider. This Guaranteed Purchase Option is not designed to be long term inflation protection but only provides the option to buy additional coverage every 3 years without additional underwriting or health screening.

OPTIONAL GUARANTEED PURCHASE OPTION (This benefit is included only if you elect rider form LTC-020201-UTA-GPO Series.)

 Selected **Not Selected**

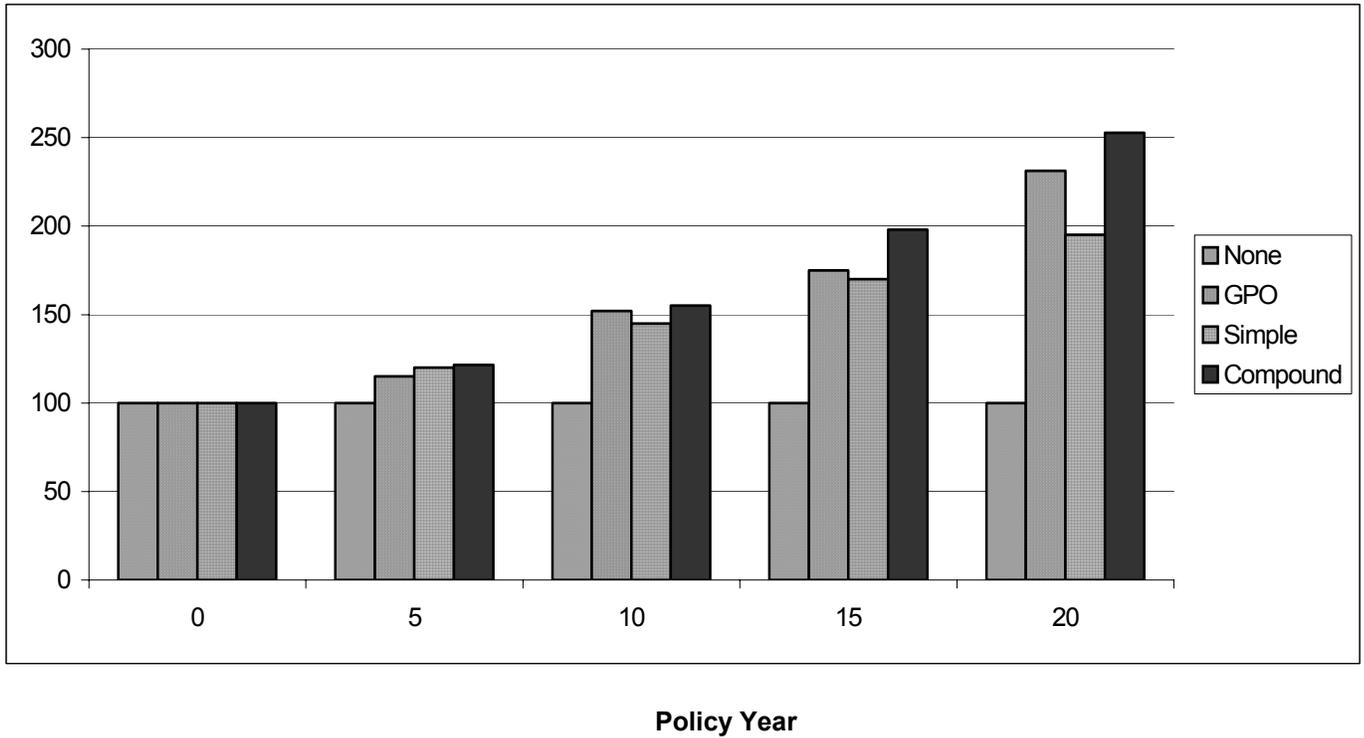
If selected, on each third anniversary of your policy Effective Date of coverage, you will have the option to increase your Maximum Daily Facility Benefit and your Maximum Daily Home and Community Care Benefit and your Maximum Lifetime Benefit by fifteen percent (15%).

There will be an additional premium charged for the amount of the increase in the Maximum Daily Facility Benefit, the Maximum Lifetime Benefit and any Daily Home and Community Care Benefit. The premium for the increase will be based on your age as of the date your acceptance of this offer is received in our Administrative Office and the premium rates then in effect.

See the following chart which illustrates Long Term Care Facility benefits over time without any increase benefit rider, with the automatic increase benefit riders and with the cost of living increase benefit rider.

Facility Benefits Over Time

Maximum Daily Facility Benefit



12. **ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.** The policy provides benefits, subject to all the provisions of the policy, for all mental or nervous disorders, including Alzheimer's Disease and similar forms of senility and irreversible dementia.

13. **PREMIUM.**

(a) The total annual premium for the policy is \$ _____

(b) The premium factor for the following optional benefits, if selected, is:

Automatic or Cost of Living Increase Benefit \$ _____

Dual Waiver of Premium Benefit \$ _____

Nonforfeiture Benefit \$ _____

Shared Extended Expense Benefit \$ _____

Restoration of Benefits \$ _____

Survivorship Benefit \$ _____

12. ADDITIONAL FEATURES.

(a) Medical underwriting is used for the policy. Your eligibility for coverage is based on the answers to the medical questions in the application.

(b) **OTHER IMPORTANT FEATURES.**

UNINTENTIONAL LAPSE PROTECTION. You have the right to name an individual (friend or relative) to receive notice when your policy will lapse because the premium has not been paid. This notice will be sent no earlier than 30 days after the date the premium is due. The policy will not terminate until 30 days after such notice is given. We will consider you and the person(s) you named notified as of 5 calendar days after the mailing date.

If the policy should terminate for non-payment of premium because you were Chronically Ill under the policy, we will reinstate the policy without requiring evidence of insurability if you or your authorized representative request it within 6 months following the termination.

13. NON-BINDING ARBITRATION PROVISION. Your policy contains a Non-Binding Arbitration Rider which may affect your rights. Please read your policy and all attached riders carefully.

SERFF Tracking Number: UTAC-126114449 State: Arkansas
 Filing Company: United Teacher Associates Insurance Company State Tracking Number: 42135
 Company Tracking Number: LTC02.V2-UTA-CNBE
 TOI: LTC05I Individual Long Term Care - Nursing Sub-TOI: LTC05I.001 Qualified
 Home & Home Health Care
 Product Name: Long Term Care Model Update
 Project Name/Number: Long Term Care Model Update/LTC02.V2-UTA-CNBE

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Contingent Benefit Upon Lapse Endorsement	06/09/2009	LTC02.V2-UTA-CNBE.pdf
No original date	Form	Contingent Benefit Upon Lapse Endorsement	04/15/2009	LTC02.V2-UTA-CNBE.pdf

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

P.O. Box 26580
Austin, Texas 78755-0580

CONTINGENT BENEFIT UPON LAPSE ENDORSEMENT

This endorsement is added to and made a part of the attached long term care insurance policy. It has the same Effective Date of Coverage as the base policy, shown on page 3 of the long term care insurance policy. This endorsement is subject to all the terms and conditions of the base policy it is attached to.

This endorsement amends the Contingent Benefit Upon Lapse section in the policy as follows:

SECTION 4: CONTINGENT BENEFIT UPON LAPSE

The following benefit is added to Your policy if You reject the Shortened Benefit Period Nonforfeiture Benefit Rider.

WHAT IS THE CONTINGENT BENEFIT UPON LAPSE AND HOW DOES IT WORK

If a change in Your premium rate results in a substantial premium increase, We will provide You with the following options on or before the effective date of the substantial premium increase:

1. Offer to reduce the policy benefits provided by the current coverage without the requirement of additional underwriting so that required premium payments are not increased;
2. Offer to convert the coverage to a paid-up status with a shortened benefit period. This option may be elected at any time during the 120-Day period following Your premium due date for the increased premium; and
3. Notify You that a default or lapse due to a non-payment of premium as defined in the Triggers for a Substantial Premium Increase during the 120-Day period shall be deemed to be the election of the offer to convert referred to in point 2. above.

If You lapse Your policy within this 120-Day period, Your coverage will be converted to a paid-up status with a shortened benefit period effective on the Conversion Date. The Conversion Date is the date that coverage under the policy would otherwise end in the absence of this Contingent Benefit Upon Lapse.

The benefits payable for any Qualified Long Term Care that begins after the Conversion Date will be subject to the following limits:

1. The daily and lifetime benefit maximums will be the amounts in effect on the Conversion Date.
2. The maximum Paid Up Benefit We will pay for all Qualified Long Term Care received after the Conversion Date is the greater of:
 - a. 100% of the sum of all premiums paid for the policy, excluding any waived premiums; or
 - b. 30 times the Maximum Daily Facility Benefit in effect on the Conversion Date.

However the total benefits payable under the policy, including the Paid Up Benefit, will not exceed the amount that would have been payable if You had continued to pay the premium. Benefits will be payable in accordance with all the other terms and conditions of the policy.

A substantial premium increase occurs when Your premium rates are increased to a level which results in a cumulative increase of Your initial annual premium, based on Your issue age, greater than or equal to the percentage shown in the Table below. The calculation of a substantial premium increase will not include any additional premium that is being paid as a result of Your purchase of cost of living increase options.

TRIGGERS FOR A SUBSTANTIAL PREMIUM INCREASE

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

SIGNED FOR UNITED TEACHER ASSOCIATES INSURANCE COMPANY

Brenda Hardison

Secretary

Billy Hill Jr.

President

UNITED TEACHER ASSOCIATES INSURANCE COMPANY

P.O. Box 26580
Austin, Texas 78755-0580

CONTINGENT NONFORFEITURE BENEFIT ENDORSEMENT

This endorsement is added to and made a part of the attached long term care insurance Policy. It has the same Effective Date as the base Policy, shown on page 3 of the long term care insurance Policy. This endorsement is subject to all the terms and conditions of the base Policy it is attached to.

This endorsement amends the Contingent Nonforfeiture Benefit section in the Policy as follows:

SECTION 4: CONTINGENT NONFORFEITURE BENEFIT

This benefit applies only if the Policyowner rejected the optional Nonforfeiture Benefit Rider on their application for this Policy.

When this Benefit Applies

We will notify the Policyowner prior to any change in premium rates for this Policy. If there are premium increases, and if the cumulative amount of all such premium increases equals or exceeds the Triggers for a Substantial Premium Increase shown on the following page, We will:

1. offer to reduce the current Policy benefits, but not less than the minimum amount that is currently marketed in that state, without the requirement of additional underwriting, so that required premium payments are not increased, or
2. offer to convert the coverage as provided under the Shortened Benefit Period described on the following page. This option may be elected at any time during the 120 days following the Premium Due Date for the increased premium. However, should the Policy Lapse due to nonpayment of premium after a Substantial Premium Increase as defined in the Triggers for a Substantial Premium Increase during this 120-day period, the Shortened Benefit Period will automatically take effect.

After the expiration of the Premium Rate Guarantee Period, if We increase the premium rates to a level which results in a cumulative increase of the annual premium equal to or exceeding the percentage of the Initial Premium set forth on the following page and the Policyowner is unable to afford the increased premium, the Policyowner may choose one of the two coverage options offered in this provision. We will notify the Policyowner of these options at least 60 days prior to the due date of the premium reflecting the rate increase. The Initial Premium is based on Your age when the Policy was issued, plus the premium for any benefits that have been added since then, and/or minus the premium for any benefits that have been reduced since the Policy was issued.

Triggers for a Substantial Premium Increase

Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent Increase Over Initial Premium	Issue Age	Percent 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%		

Shortened Benefit Period Providing Paid Up Insurance After Lapse

The coverage will continue on a limited basis if this option is put into effect.

The daily benefit amounts available will be the same amounts available for all care and services qualifying for benefits under the terms of the Policy, up to the limits specified in the Policy at the time the Policy would have Lapsed. If there is a Benefit Increase Rider of any kind in force, the benefits available will NOT continue to increase.

The Paid Up Benefit will be equal to the greater of:

1. 100% of the premium paid for the Policy, including any optional riders, or
2. 30 times the Maximum Daily Benefit for Nursing Home Care in force at the time of the Lapse.

All of the eligibility requirements, including waiting periods, elimination periods, or deductible amounts that applied in order for an Insured Person to be eligible for payment of benefits at the time the coverage would have Lapsed will apply. To the extent that any such eligibility requirements and/or waiting periods were satisfied under the coverage at the time it would have Lapsed, they will also be satisfied under this Shortened Benefit Period.

The daily benefits payable under the Policy and this Shortened Benefit Period will not exceed the daily benefits that would have been payable under the policy if premium payments had continued. The total combined benefits payable under the policy and this Shortened Benefit Period will not exceed the total benefits that would have been payable under the policy if premium payments had continued. Once the maximum benefit amount in force under this Shortened Benefit Period has been paid, no further benefits will be payable and all coverage will terminate.

If there is a benefit in force that allows coverage to become paid up or premium to be waived for life at some future date, this Contingent Nonforfeiture Benefit will only apply if coverage Lapses before the date the coverage becomes paid up or the waiver of premium begins. Otherwise, this benefit will terminate on the date the coverage becomes paid up or on the date premium is waived for life.

SIGNED FOR UNITED TEACHER ASSOCIATES INSURANCE COMPANY

Brenda Hardison

Secretary

Billy Hill Jr.

President