

SERFF Tracking Number: NWST-126421641 State: Arkansas
 Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
 Company
 Company Tracking Number: TT.LTC.(1010)
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
 Product Name: TT.LTC.(1010)
 Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Filing at a Glance

Company: Northwestern Long Term Care Insurance Company

Product Name: TT.LTC.(1010) SERFF Tr Num: NWST-126421641 State: Arkansas
 TOI: LTC03I Individual Long Term Care SERFF Status: Closed-Approved State Tr Num: 44747
 Sub-TOI: LTC03I.001 Qualified Co Tr Num: TT.LTC.(1010) State Status: Closed
 Filing Type: Form/Rate Reviewer(s): Marie Bennett
 Authors: Addie Croeker, John Disposition Date: 03/15/2010
 Kotarski, Julie Lewandowski, Jason
 Gross
 Date Submitted: 02/03/2010 Disposition Status: Approved
 Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: TT.LTC.(1010) Status of Filing in Domicile: Pending
 Project Number: TT.LTC.(1010) 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: 03/15/2010 Explanation for Other Group Market Type:
 State Status Changed: 03/15/2010
 Deemer Date: Created By: Addie Croeker
 Submitted By: Addie Croeker Corresponding Filing Tracking Number:

Filing Description:

We are submitting for your approval form TT.LTC.(1010) which is an individual, comprehensive, qualified long-term care insurance policy. Also included with this filing are additional benefit forms, an outline of coverage, and application forms that will be used with form TT.LTC.(1010).

We plan to introduce this new policy, additional benefits, and application forms in the fourth quarter of 2010.

Also included with this filing is a rate manual and actuarial memorandum.

SERFF Tracking Number: NWST-126421641 State: Arkansas
Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
Company
Company Tracking Number: TT.LTC.(1010)
TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
Product Name: TT.LTC.(1010)
Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Each of the additional benefits is available at the option of the insured and for an additional premium unless otherwise noted below.

The policy, including additional benefits, is a tax qualified long-term care policy under the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It is also designed to follow all of the requirements of the NAIC Long-Term Care Insurance Model Act and Regulation.

Following is a brief description of the policy and each of the additional benefits:

Policy form TT.LTC.(1010)

Premiums and Benefits

The premiums are guaranteed renewable (level premiums) for life. The policy is a comprehensive long-term policy with benefits payable

on an expense reimbursement basis.

Limited Payment Plans are available which allow the Insured premium paying flexibility. Instead of paying premiums for life, the Insured may choose from the Limited Payment Plan options with correspondingly different premium structures. They are 10-pay and paid-up at age 65 (minimum 10 years of premium payments). These plans are guaranteed renewable; however, no additional premiums can be charged after policies are paid-up. A policy enters paid-up status on the anniversary following the final premium payment of the limited payment plan. For the 10-pay plan, the policy becomes paid-up at the end of the tenth policy year. For the paid-up at age 65 plan, the policy becomes paid-up at the end of the policy year in which the Insured reaches insurable age 65. The Automatic Additional Purchase Benefit and Survivorship Benefits are not available with Limited Payment plans.

The insured may pick any Maximum Monthly Limit for Nursing Home care from \$1,500 to \$12,000. The monthly limit for Alternate Living Facilities equals 100% of the Nursing Home limit chosen. For Home Health Care and Adult Day Care, the monthly limit is an option chosen by the insured and may equal 100% of the Nursing Home Monthly Limit.

The Long-Term Care Benefit is the total benefit amount to be reimbursed for qualifying expenses incurred each calendar month, which is the lesser of the Monthly Covered Charges incurred for the appropriate provider of care and the Maximum Monthly Limit.

There are four choices for Elimination Periods that are available: 6, 12, 25, or 52 weeks. Benefits begin to accrue on the Beginning Date which is defined as the day following the Elimination Period. The eight-week elimination period offered under our prior series has been eliminated, and we have added a 52-week Elimination Period for this series.

A Lifetime Maximum Benefit is based on maximum benefits for Nursing Home care of: three years, six years, or lifetime.

SERFF Tracking Number: NWST-126421641 State: Arkansas
Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
Company
Company Tracking Number: TT.LTC.(1010)
TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
Product Name: TT.LTC.(1010)
Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Actual benefits are payable subject to the monthly limit selected and as long as the maximum amount available has not been exhausted.

Automatic Additional Purchase Benefit (AAPB) (TT.LTC.APB.(1010))

This benefit provides inflation protection with indexing at 5% compounded with a level premium as required by the NAIC model. The Automatic Additional Purchase Benefit increases at 5% the maximum amount of benefits payable by the policy. Coverage increases occur regardless of the Insured's health. Increases begin on the first policy anniversary after issue. If long-term care benefits are payable, an increase will occur on the policy anniversary with no age or duration limit on the increases.

The AAPB provides an alternative to the Automatic Benefit Increase for inflation coverage. On each policy anniversary, the Monthly Benefit and the Benefit Account Value remaining increase at 5% compounded. However, each increase has its own level premium based on the attained age of the insured on the anniversary of each increase. In effect, values may appear as if the insured has purchased a new additional piece of level premium coverage each year.

The last increase if the insured is not on claim occurs at age 85 or the tenth policy anniversary, if later.

If the insured is on claim, the 5% increases continue indefinitely, so long as the amount of any benefits paid is not greater than the

Benefit Account Value.

As stated previously, this benefit will not be available with the Limited Payment Plan options.

Automatic Benefit Increase (ABI) (TT.LTC.ABI.(1010))

The Automatic Benefit Increase provides for inflation coverage at 5% as mandated in the NAIC model by automatically increasing the Monthly Benefits and the Benefit Account Value remaining on each policy anniversary. In addition at the choice of the Insured, the percentage selected may instead be 3% or 4%. The increases are independent of claims status.

Premiums for each of the three options are on a level premium at issue basis.

Survivorship Benefit (TT.LTC.SB.(1010))

The Survivorship Benefit is an optional benefit that can be purchased when two Insureds who qualify for the Married with Insurable Spouse or Companion with Insurable Companion Discounts each purchase QuietCare TT Policies and maintain them in force. Upon the death of one of the Insureds, this Benefit will change the status of the surviving Insured's policy to paid-up which results in no further premiums due. As stated previously, this benefit will not be available with the Limited Payment Plan options.

SERFF Tracking Number: NWST-126421641 State: Arkansas
Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
Company
Company Tracking Number: TT.LTC.(1010)
TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
Product Name: TT.LTC.(1010)
Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Paid-up Nonforfeiture Benefit (NFB) (TT.LTC.NFB.(1010))

This benefit provides paid-up coverage in the form of a lesser Benefit Account Value payable by the policy if payment of premium stops, provided that the benefit is in effect at the time premium payments stop and premiums have been paid for at least three consecutive years from the date this benefit was attached to the policy.

Paid-up Nonforfeiture Benefit (NFB) (TT.LTC.NFB.LP.(1010))

This benefit provides paid-up coverage in the form of a lesser Benefit Account Value payable by the policy if payment of premium stops, provided that the benefit is in effect at the time premium payments stop and premiums have been paid for at least three consecutive years from the date this benefit was attached to the policy. This benefit will be automatically issued with the Limited Payment Plan options.

Sincerely,
Jason Gross
Product Compliance Specialist

Company and Contact

Filing Contact Information

Jason Gross, Product Compliance Specialist jasongross@northwesternmutual.com
720 E. Wisconsin Ave. 414-665-4549 [Phone]
Milwaukee, WI 53202 414-665-5006 [FAX]

Filing Company Information

Northwestern Long Term Care Insurance CoCode: 69000 State of Domicile: Wisconsin
Company
720 East Wisconsin Avenue Group Code: 860 Company Type: Long Term Care
Rm S845 Group Name: State ID Number:
Milwaukee, WI 53202 FEIN Number: 36-2258318
(414) 271-1444 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$600.00

SERFF Tracking Number: NWST-126421641 State: Arkansas
Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
Company
Company Tracking Number: TT.LTC.(1010)
TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
Product Name: TT.LTC.(1010)
Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Marie Bennett | 03/15/2010 | 03/15/2010 |

SERFF Tracking Number: NWST-126421641 State: Arkansas
Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
Company
Company Tracking Number: TT.LTC.(1010)
TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
Product Name: TT.LTC.(1010)
Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Disposition

Disposition Date: 03/15/2010

Implementation Date:

Status: Approved

Comment: Approval is subject to editing of Page 3 of the application, Block E for Policy 2 to align the first segment so all of the print is displayed.

Rate data does NOT apply to filing.

SERFF Tracking Number: NWST-126421641 State: Arkansas
 Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
 Company
 Company Tracking Number: TT.LTC.(1010)
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
 Product Name: TT.LTC.(1010)
 Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|--|----------------------|---------------|
| Supporting Document | Flesch Certification | Yes | Yes |
| Supporting Document | Application | Yes | Yes |
| Supporting Document | Health - Actuarial Justification | No | No |
| Supporting Document | Outline of Coverage | Yes | Yes |
| Supporting Document | Statement of Variability | Yes | Yes |
| Supporting Document | Partnership Certification | Yes | Yes |
| Form | Long-Term Care Insurance Policy | Yes | Yes |
| Form | Automatic Benefit Increase | Yes | Yes |
| Form | Automatic Additional Purchase Benefit | Yes | Yes |
| Form | Survivorship Benefit | Yes | Yes |
| Form | Paid-Up Nonforfeiture Benefit | Yes | Yes |
| Form | Paid-Up Nonforfeiture Benefit | Yes | Yes |
| Form | Application for Long-Term Care Insurance | Yes | Yes |
| Form | Application for Long-Term Care Insurance | Yes | Yes |
| | Policy Change | | |
| Form | Long-Term Care Personal Worksheet | Yes | Yes |
| Form | Long-Term Care Potential Rate Increase | Yes | Yes |
| | Disclosure | | |
| Form | Long-Term Care Personal Health and | Yes | Yes |
| | Status Declaration | | |
| Rate | Rates for TT.LTC.(1010) | Yes | Yes |

SERFF Tracking Number: NWST-126421641 State: Arkansas
 Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
 Company
 Company Tracking Number: TT.LTC.(1010)
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
 Product Name: TT.LTC.(1010)
 Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Form Schedule

Lead Form Number: TT.LTC.(1010)

| Schedule Item Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------------|---|---------|--|-------------|-----------------------|
| | TT.LTC.(1010) | Policy/Cont Long-Term Care ract/Fratern Insurance Policy al Certificate | Revised | Replaced Form #: RS.LTC.(0708) Previous Filing #: | 50.400 | AR TT LTC (1010).pdf |
| | TT.LTC.ABI.(1010) | Policy/Cont Automatic Benefit ract/Fratern Increase al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 52.600 | TT LTC ABI (1010).pdf |
| | TT.LTC.APB.(1010) | Policy/Cont Automatic Additional Benefit ract/Fratern Purchase Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 51.400 | TT LTC APB (1010).pdf |
| | TT.LTC.SB.(1010) | Policy/Cont Survivorship Benefit ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 51.100 | TT LTC SB (1010).pdf |

SERFF Tracking Number: NWST-126421641 State: Arkansas
 Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
 Company
 Company Tracking Number: TT.LTC.(1010)
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
 Product Name: TT.LTC.(1010)
 Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

| | | | | |
|-------------------------|---|---------|---|-------------------------------|
| TT.LTC.NF B.(1010) | Policy/Cont Paid-Up ract/Fratern Nonforfeiture Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | 53.900 | TT LTC NFB (1010).pdf |
| TT.LTC.NF BLP.(1010) | Policy/Cont Paid-Up ract/Fratern Nonforfeiture Benefit al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | 51.300 | TT LTC NFBLP (1010).pdf |
| 90-1968 LTC (1010) | Application/ Application for Long- Enrollment Term Care Insurance Form | Revised | Replaced Form #: 50.100 90-1968 LTC (0708) Previous Filing #: | 90 1968 LTC (1010).pdf |
| 90-1279 LTC (1010) | Application/ Application for Long- Enrollment Term Care Insurance Form Policy Change | Revised | Replaced Form #: 50.300 90-1279 LTC (0708) Previous Filing #: | 90 1279 LTC (1010).pdf |
| 90-1972 LTC (1010) | Application/ Long-Term Care Enrollment Personal Worksheet Form | Revised | Replaced Form #: 0.000 90-1972 LTC (0708) Previous Filing #: | 90 1972 LTC (1010).pdf |
| 90-2127 LTC (1010) | Application/ Long-Term Care Enrollment Potential Rate Form Increase Disclosure | Revised | Replaced Form #: 0.000 90-2127 (1101) Previous Filing #: | 90 2127 LTC (1010).pdf |
| 90-0600 LTC (1010) | Application/ Long-Term Care Enrollment Personal Health and Form Status Declaration | Revised | Replaced Form #: 51.000 90-0600 LTC (1101) Previous Filing #: | 90 0600 LTC (1010).pdf |

**This policy is a legal contract between the Insured and
Northwestern Long Term Care Insurance Company.**

Read your policy carefully.

GUIDE TO POLICY PROVISIONS

BENEFITS AND PREMIUMS

SECTION 1. GENERAL TERMS AND DEFINITIONS

- Section 1.1 Insured
- Section 1.2 Terms on Schedule of Benefits and Premiums
- Section 1.3 Beginning Date
- Section 1.4 Immediate Family Member
- Section 1.5 Licensed Physician
- Section 1.6 Licensed Health Care Practitioner
- Section 1.7 Nursing Home
- Section 1.8 Alternate Living Facility
- Section 1.9 Adult Day Care Facility
- Section 1.10 Hospice Care Providers
- Section 1.11 Home Health Care Eligible Providers

SECTION 2. BENEFIT ELIGIBILITY

- Section 2.1 Qualifying Expenses Covered by this Policy
- Section 2.2 Eligibility for the Payment of Benefits
- Section 2.3 Qualified Long-Term Care Services
- Section 2.4 Appropriate Providers of Care
- Section 2.5 Alternate Plan of Care

SECTION 3. BENEFITS

- Section 3.1 Monthly Long-Term Care Benefit
- Section 3.2 Operation of this Policy with Other Coverage
- Section 3.3 Hospice Care Benefit
- Section 3.4 Respite Care Benefit
- Section 3.5 Caregiver Training Benefit
- Section 3.6 Bed Reservation Benefit
- Section 3.7 Homemaker Services Benefit
- Section 3.8 Provider Arrangements

SECTION 4. EXCLUSIONS AND LIMITATIONS

- Section 4.1 Exclusion for Alcoholism or Drug Addiction
- Section 4.2 Exclusion While the Insured Is Outside the United States or Canada
- Section 4.3 Exclusion of Care Provided by an Immediate Family Member
- Section 4.4 Limitation for Governmental Benefits Payable
- Section 4.5 Exclusion of Expenses for Which A Charge Is Not Made

SECTION 5. CLAIMS

- Section 5.1 Claim for Policy Benefits
- Section 5.1.1 Claim Assistance Services
- Section 5.2 Time of Payment of Claims
- Section 5.3 Payment of Claims
- Section 5.4 Overpayment of Benefits
- Section 5.5 Appeals Process
- Section 5.6 Legal Actions

SECTION 6. PREMIUMS AND REINSTATEMENT

- Section 6.1 Premiums
- Section 6.2 Premium Refund
- Section 6.3 Waiver of Premium
- Section 6.4 Extension of Benefits
- Section 6.5 Reinstatement
- Section 6.6 Reinstatement for Unintentional Lapse

SECTION 7. THE CONTRACT

- Section 7.1 Entire Contract; Changes
- Section 7.2 Dates
- Section 7.3 Incontestability
- Section 7.4 Change of Plan
- Section 7.5 Misstated Age
- Section 7.6 Conformity with State and Federal Statutes
- Section 7.7 Dividends
- Section 7.8 Termination
- Section 7.9 Cancellation

ADDITIONAL BENEFITS (if any)

APPLICATION

BENEFITS AND PREMIUMS
Date of Issue – {November 1, 2010}

| | CURRENT ANNUAL PREMIUM | PAYABLE FOR |
|--|------------------------------|----------------|
| PLAN AND ADDITIONAL BENEFITS | | |
| Long-Term Care | \${2,267.00} | {Life} |
| {Automatic Benefit Increase Increase Percentage – 5%} | \${2,990.00} | {Life} |

An {annual} premium is payable on the Policy Date and on every policy anniversary after that.

The current {annual} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal} Discount {and a {5}% MultiLife Discount}.} Premiums are not guaranteed and can be changed by class.

This Policy is issued on a {standard or classified} basis.

-Continued on page 3A-

| | | | |
|---------------------------|--------------------|---------------|----------------------|
| STATE OF ISSUE | {Any State} | AGE AND SEX | {65 Male-SN} |
| INSURED | {John J. Doe} | POLICY NUMBER | {LTC0000001} |
| POLICY DATE | {November 1, 2010} | {PARTNERSHIP | Effective 11/1/2010} |
| PLAN | Long-Term Care | | |
| Exclusions—See Section 4. | | | |

POLICY NUMBER {LTC0000001}

ELIMINATION PERIOD (once per lifetime) {12 weeks}

MAXIMUM MONTHLY LIMIT (as of {November 1, 2010}) \${6,000.00}

{On each policy anniversary, the Maximum Monthly Limit will increase by {5%.}

BENEFIT ACCOUNT VALUE (as of {November 1, 2010}) \${432,000.00}

On each policy anniversary, the Benefit Account Value will increase by {5}% of the Benefit Account Value Remaining.

STATE OF ISSUE {Any State}
INSURED {John J. Doe} AGE AND SEX {65 Male-SN}
POLICY DATE {November 1, 2010} POLICY NUMBER {LTC0000001}
PLAN Long-Term Care {PARTNERSHIP Effective 11/1/2010}
Exclusions—See Section 4.

POLICY NUMBER

{LTC0000001}

(This page is intentionally left blank.)

STATE OF ISSUE {Any State}
INSURED {John J. Doe}
POLICY DATE {November 1, 2010}
PLAN Long-Term Care

AGE AND SEX {65 Male-SN}
POLICY NUMBER {LTC0000001}
{PARTNERSHIP Effective 11/1/2010}

SECTION 1. GENERAL TERMS AND DEFINITIONS

This policy provides benefits to reimburse the Insured for covered expenses that have been incurred when the Insured needs long-term care. Sections 1 and 2 give information about and the meaning of several terms that are used in this policy when determining whether benefit payments will be made.

1.1 INSURED

The Insured is named on page 3 and is the owner of this policy. The Insured may not transfer the ownership of this policy.

1.2 TERMS ON SCHEDULE OF BENEFITS AND PREMIUMS

The schedule of Benefits and Premiums (page 3) has a number of important terms that are used in this policy. These terms are:

Maximum Monthly Limit. This is the maximum amount of Monthly Benefit payable under this policy for expenses incurred for Qualified Long-Term Care Services from an Appropriate Provider or Providers of Care. A month means one calendar month.

If the date when benefits become payable is a day other than the first of a calendar month, the amount of the Maximum Monthly Limit for that month will be prorated based on the number of days remaining in the calendar month.

Benefit Account Value. This is the maximum total amount payable for Qualifying Expenses for the duration of this policy.

Elimination Period. The Elimination Period is the number of weeks the Insured incurs Qualifying Expenses as defined by Section 2.1 before benefits begin.

If the Insured incurs Qualifying Expenses at least one day during a calendar week (Sunday through Saturday), that week will count toward the Elimination Period. Weeks counting toward the Elimination Period need not be consecutive nor met within a specified period of time.

Expenses for Qualified Long-Term Care Services, as defined in Section 2.3, incurred outside the 50 United States, the District of Columbia, or the country of Canada may also be used to satisfy up to 25 weeks of the Elimination Period.

The Elimination Period needs to be satisfied only once while the policy is in force. However, the Insured must continue to meet the definition of the Need for Long-Term Care as defined by Section 2.2 to be eligible for benefits.

1.3 BEGINNING DATE

Benefits are payable as of the Beginning Date, which is the day following the Elimination Period.

1.4 IMMEDIATE FAMILY MEMBER

An Immediate Family Member means the Insured's spouse, companion, or sibling, and the parent, child or grandchild of the Insured, the Insured's spouse, or the Insured's companion.

A spouse is defined as a person to whom the Insured is married or in a relationship that is granted the legal rights of spouses in the state in which this policy has been issued.

A companion is defined as a person in a committed relationship of two unrelated people or two family members of the same generation as evidenced by having lived together for at least two years and intending to continue to do so.

1.5 LICENSED PHYSICIAN

Licensed Physician means a physician, other than the Insured or an Immediate Family Member, who is acting within the scope of his or her license.

1.6 LICENSED HEALTH CARE PRACTITIONER

A Licensed Health Care Practitioner is any Licensed Physician, any registered professional nurse, or a licensed social worker, other than the Insured or an Immediate Family Member.

1.7 NURSING HOME

Nursing Home means a facility that is primarily in the business of providing licensed nursing care (skilled, intermediate, and custodial) to inpatients on a 24-hour-a-day basis, and:

- is licensed as a Nursing Home as required by any applicable state licensing agency or licensing regulations;
- is operated under the direction of a Licensed Physician and has care supervised by a licensed nurse (R.N., L.V.N., or L.P.N.);

- maintains daily records for all patients of the care and services provided; and
- is authorized to administer medication to patients on the order of a Licensed Physician.

1.8 ALTERNATE LIVING FACILITY

Alternate Living Facility means a facility that is primarily in the business of providing ongoing care and services to all the people living in that facility on a 24-hour-a-day basis and:

- is licensed or certified as required by any applicable state laws and licensing regulations;
- has an employee on duty at all times who is awake, trained, and ready to provide care;
- provides three meals a day and accommodates special dietary needs;
- maintains daily records for all patients of the care and services provided;
- provides care to at least five patients;
- has formal arrangements for the services of a Licensed Physician or licensed nurse to furnish medical care in case of an emergency; and
- is authorized to administer medication to patients on the order of a Licensed Physician.

An Alternate Living Facility may be referred to as an Assisted Living Facility, a Personal Care Facility, an Alzheimer's Facility, or similar terms. Such facilities may be free-standing or a part of a larger facility, such as an Adult Congregate Living Facility.

1.9 ADULT DAY CARE FACILITY

Adult Day Care Facility means a facility that provides a community-based group program and that provides health, social, and related support services and:

- is licensed or certified as an Adult Day Care Facility for impaired adults as required by any applicable state licensing agency or licensing regulations;
- operates at least five days a week for at least six hours a day;
- maintains daily records for all patients of the care and services provided;
- has a staff of at least a full-time director and at least one licensed nurse or social worker who are present during operating hours for at least four hours a day; and
- has established procedures for obtaining appropriate aid in the event of a medical emergency.

1.10 HOSPICE CARE PROVIDERS

Hospice Care Providers are providers of Hospice Care Services as defined in Section 3.3 under a hospice care program that is licensed or certified under applicable state and federal laws and regulations.

1.11 HOME HEALTH CARE ELIGIBLE PROVIDERS

Home Health Care Eligible Providers are Home Health Care Agencies or Independent Care Providers that deliver care in the home of the Insured, in the home of a friend or relative, or in a Residential Facility.

A **Home Health Care Agency** is an agency that:

- is licensed as a provider of home health care services under the Medicare program or is licensed or certified as required by any applicable state laws or licensing regulations by the state where the care will be given;
- maintains daily records for all patients of the care and services provided; and
- provides care by one or more of the following:
 - a. registered nurses;
 - b. licensed practical nurses;
 - c. licensed vocational nurses;
 - d. occupational therapists;
 - e. physical therapists;
 - f. speech therapists;
 - g. licensed or certified social workers;
 - h. certified home health aides; and
 - i. certified nursing assistants.

Independent Care Providers are persons who are not family members and are not affiliated with a Home Health Care Agency:

- who are:
 - a. licensed or certified by the state; or
 - b. in states that do not license or certify these providers, professionally qualified as evidenced by written proof of completion of an established training course, acceptable to the Company, which must include training in safely assisting persons with the Activities of Daily Living; and
- who maintain daily documentation of the care and services provided in a format designated by or acceptable to the Company; and

- who provide care as one or more of the following:
 - a. registered nurses;
 - b. practical nurses;
 - c. vocational nurses;
 - d. occupational therapists;
 - e. physical therapists;
 - f. speech therapists;
 - g. social workers;
 - h. home health aides; and
 - i. nursing assistants.

SECTION 2. BENEFIT ELIGIBILITY

2.1 QUALIFYING EXPENSES COVERED BY THIS POLICY

Qualifying Expenses. Benefits are provided for the Insured's Need for Long-Term Care only when the Company has determined that:

- the Insured has a Need for Long-Term Care (Section 2.2) while this policy is in force;
- expenses are incurred for Qualified Long-Term Care Services (Section 2.3) from an Appropriate Provider or Providers of Care (Section 2.4);
- satisfactory proof of loss as described in Section 5.1 has been provided to the Company; and
- the benefits are not excluded under Section 4.

Benefits are not payable for the time the Insured has Qualifying Expenses before the Beginning Date except as provided by the Hospice Care (Section 3.3), Respite Care (Section 3.4), and Caregiver Training (Section 3.5) benefits.

2.2 ELIGIBILITY FOR THE PAYMENT OF BENEFITS

Need for Long-Term Care. The Insured has a Need for Long-Term Care when the Insured is Chronically Ill.

Chronically Ill means a Licensed Health Care Practitioner has certified within the last 12 months that:

- the Insured needs substantial assistance from another person to perform at least two out of six Activities of Daily Living (ADLs) for a period of 90 days or more due to a loss of functional capacity; or
- the Insured needs substantial supervision to protect the Insured from threats to health and safety due to a severe cognitive impairment.

Substantial assistance means hands-on assistance or standby assistance to perform an activity.

Hands-on assistance to perform an activity means:

- the Insured needs physical assistance from another person on a regular basis at some point during the performance of the activity or else the Insured would be unable to perform the activity; and
- the Insured cannot perform the entire activity with the supports and mechanical aides that are available to the Insured.

Standby assistance to perform an activity means the Insured needs the presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while the Insured is performing the activity.

The **Activities of Daily Living** are:

- **Bathing** -- Washing by sponge bath, or washing in either a tub or shower, including the task of getting into or out of the tub or shower;
- **Continence** -- Maintaining control of bowel and bladder function or if unable to do this, performing associated personal hygiene (for example, caring for catheter or colostomy bag);
- **Dressing** -- Putting on and taking off all items of clothing and any medically necessary braces, fasteners, or artificial limbs;
- **Eating** -- Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously;
- **Toileting** -- Getting to and from the toilet, on and off the toilet, and performing associated personal hygiene; and
- **Transferring** -- Moving into or out of a bed, chair, or wheelchair.

Substantial supervision means someone must be continuously present to either supervise or provide directional assistance to protect the Insured from threats to the Insured's health or safety.

A severe cognitive impairment:

- means a loss or deterioration in intellectual capacity that is comparable to and includes Alzheimer's disease

and similar forms of irreversible dementia; and

- is measured by clinical evidence and standardized tests that measure the Insured's impairment of short or long term memory; orientation as to person, place, or time; or deductive or abstract reasoning.

2.3 QUALIFIED LONG-TERM CARE SERVICES

Qualified Long-Term Care Services means any necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and maintenance or personal care services that are:

- required due to a Need for Long-Term Care; and
- are provided pursuant to a plan of care prescribed by a Licensed Health Care Practitioner.

Qualified Long-Term Care Services do not include any of the following items: Physician's services; prescription or non-prescription medication; medical supplies; hospital services; laboratory services; transportation; and items furnished at the Insured's request for beautification, comfort, convenience, or entertainment.

2.4 APPROPRIATE PROVIDERS OF CARE

Appropriate Providers of Care are: Nursing Homes, Alternate Living Facilities, Adult Day Care Facilities, Hospice Care Providers and Home Health Care Eligible Providers. Facilities that are primarily in the business of providing treatment of mental illness are not Appropriate Providers of Care.

2.5 ALTERNATE PLAN OF CARE

If the Insured would otherwise require Qualified Long-Term Care Services from an Appropriate Provider of Care, the

Company may provide benefits through other means under a written plan of care. This plan of care must be agreed to by the Insured, a Licensed Health Care Practitioner, and the Company.

SECTION 3. BENEFITS

3.1 MONTHLY LONG-TERM CARE BENEFIT

The Company will pay a Monthly Benefit for Qualifying Expenses covered by this policy.

The **Monthly Benefit** is the lesser of the Maximum Monthly Limit or the Monthly Covered Charge. When benefits are payable they will be paid at least monthly.

The **Monthly Covered Charge** is the amount of expenses incurred for Qualified Long-Term Care Services from Appropriate Providers of Care during one calendar month. The total expenses that will be reimbursable for a calendar month under all long-term care insurance policies issued by the Company will not exceed the Monthly Covered Charge.

The Monthly Covered Charge also includes expenses for room and board while receiving Qualified Long-Term Care Services in a Nursing Home, an Alternate Living Facility or a Hospice Facility as well as expenses covered under the Bed Reservation Benefit and the Homemaker Services Benefit.

The sum of all benefits paid during one calendar month including benefits paid for the Hospice Care Benefit, Respite Care Benefit, Caregiver Training Benefit, Bed Reservation Benefit, and Homemaker Services Benefit will never be greater than the Maximum Monthly Limit.

In addition, the sum of all benefits paid for the duration of this policy, including benefits paid for the Hospice Care Benefit, Respite Care Benefit, Caregiver Training Benefit, Bed Reservation Benefit, and Homemaker Services Benefit will never be greater than the Benefit Account Value.

3.2 OPERATION OF THIS POLICY WITH OTHER COVERAGE

If benefits payable under this and any other coverage for long-term care are greater than actual expenses, the Monthly Benefit payable as described in Section 3.1 may be adjusted. However, the Benefit Account Value shown on page 3 will not be reduced because of the other coverage. If there is other coverage, the Monthly Benefit payable under this policy will be:

- a. the Monthly Covered Charge as described in Section 3.1; multiplied by
- b. the Maximum Monthly Limit divided by the total of:
 - the Maximum Monthly Limit;
 - the maximum monthly benefits payable under all other monthly benefit long-term care policies; and
 - 30 times the maximum daily benefits payable under all other daily benefit long-term care policies.

If the above calculation would cause the monthly benefits payable by all long-term care policies to be less than the Monthly Covered Charge, the difference between the Monthly Covered Charge less the benefits payable for the month by all other long-term care policies shall be apportioned and paid on a pro rata basis by any monthly benefit policies issued by the Company, up to the Maximum Monthly Limit of each policy.

3.3 HOSPICE CARE BENEFIT

The Monthly Benefit will be payable prior to or after the Beginning Date if all the other requirements for benefits are met, and the Insured is receiving Hospice Care Services that are not reimbursable under Medicare. Days when benefits are only paid for Hospice Care Services do not count as days of expense for purposes of meeting the Elimination Period.

Hospice Care Services are inpatient and outpatient services provided to the Insured designed to provide palliative care, and to alleviate the physical, emotional, and social discomforts if the Insured has less than six months' life expectancy. Hospice Care Services do not include prescription or non-prescription medication. Hospice Care Services may be provided in the home of the Insured, in the home of a friend or relative, in a residential facility, or in a hospice facility.

In order to qualify for the Hospice Care Benefit, a Licensed Physician must certify that the Insured is terminally ill and has six months or less to live if the illness runs its normal course.

3.4 RESPITE CARE BENEFIT

The Monthly Benefit will be payable prior to the Beginning Date if all the other requirements for benefits are met, and the Insured is receiving Respite Care. If benefits for Respite Care are paid for more than two days during a week, that week will not count for purposes of meeting the Elimination Period. A maximum of 30 days Respite Care expenses is covered in each calendar year, in a total amount up to the value of the Maximum Monthly Limit as of the end of the calendar year.

Respite Care is care provided by one of the Appropriate Providers of Care pursuant to a plan of care prescribed by a Licensed Health Care Practitioner and is intended to give temporary short-term relief to the informal primary caregiver (such as a family member). In order to be considered the primary caregiver, a person must be principally responsible for the at-home care and supervision of the Insured on an unpaid basis and must reside with the Insured.

3.5 CAREGIVER TRAINING BENEFIT

A Caregiver Training Benefit will be payable prior to or after the Beginning Date when the Company has determined that the following requirements are met:

- the Insured has a Need for Long-Term Care while this policy is in force; and
- expenses are incurred from an Appropriate Provider of Care to train an informal caregiver, including an Immediate Family Member, to provide Qualified Long-Term Care Services for the Insured in the home.

The lifetime maximum available under this benefit is equal to 20% of the Maximum Monthly Limit in effect at the time Caregiver Training is first used.

This benefit for Caregiver Training will not be paid to train an informal caregiver who will be paid to care for the Insured. Any amount paid under this benefit will not count as a day of expense for the purposes of meeting the Elimination Period.

3.6 BED RESERVATION BENEFIT

Room and board expenses for a Nursing Home, an Alternate Living Facility, or a Hospice Facility will be included in the Monthly Covered Charge as a Bed Reservation expense if:

- the Insured had been in a Nursing Home, an Alternate Living Facility, or a Hospice Facility; and
- the expense is incurred to hold the space while the Insured is temporarily absent from the facility.

The maximum amount of Bed Reservation expense covered in each calendar year is equal to the value of the Maximum Monthly Limit as of the end of the calendar year.

3.7 HOMEMAKER SERVICES BENEFIT

Homemaker Services are support services necessary to remain in the home such as meal preparation, laundry, light housekeeping, and supervision of taking medications. For a Home Health Care Eli-

gible Provider, the Monthly Covered Charge will include expenses incurred for incidental homemaker services if:

- Homemaker Services are provided inside the Insured's home, or the home of a friend or relative for the benefit of the Insured;
- services are provided pursuant to a Plan of Care; and
- services are provided by the same individual and on the same visit as other Qualified Long-Term Care Services.

3.8 PROVIDER ARRANGEMENTS

From time to time the Company may arrange for long-term care providers or pharmacies to provide discounted goods or services at the option of the Insured. In addition to discounts on Qualifying Expenses, discounts may also be arranged for goods or services not covered by this policy.

If the Company arranges these third party goods, services and provider discounts, the third party service providers are liable to the Insured for the provision of such goods and services. The Company is not responsible for the provision of such goods and services, nor is it liable for the failure of the provision of the same. Further, the Company is not liable to the Insured for the negligent provision of such goods and services by third party service providers. Provider arrangements established by the Company may be revised or discontinued at the discretion of the Company.

SECTION 4. EXCLUSIONS AND LIMITATIONS

4.1 EXCLUSION FOR ALCOHOLISM OR DRUG ADDICTION

Qualifying Expenses do not include expenses for care that is provided for a Need for Long-Term Care primarily due to alcoholism or drug addiction.

This exclusion does not apply to the use of medication as prescribed by a Licensed Physician.

4.2 EXCLUSION WHILE THE INSURED IS OUTSIDE THE UNITED STATES OR CANADA

Qualifying Expenses do not include expenses for care that is received outside the 50 United States, the District of Columbia, or the country of Canada.

4.3 EXCLUSION OF CARE PROVIDED BY AN IMMEDIATE FAMILY MEMBER

Qualifying Expenses do not include expenses for care that is provided by an Immediate Family Member unless the family member provides such care as an employee of a Home Health Care Agency.

4.4 LIMITATION FOR GOVERNMENTAL BENEFITS PAYABLE

This policy will not pay for treatment provided in a government facility (unless required by law), services for which benefits are available under Medicare or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law. This limitation includes expenses incurred for Qualified Long-Term Care Services that would have been reimbursable under Medicare but for the application of a deductible or coinsurance amount. The Company will reduce the Monthly Covered Charge by the amount of the expenses that are subject to this limitation. However, any days of Qualifying Expenses paid for by a governmental health care plan or law may be accumulated to meet the Elimination Period.

4.5 EXCLUSION OF EXPENSES FOR WHICH A CHARGE IS NOT MADE

Qualifying Expenses do not include any expenses incurred for Qualified Long-Term Care Services that would normally be provided at no charge in the absence of insurance.

SECTION 5. CLAIMS

5.1 CLAIM FOR POLICY BENEFITS

Notice of Claim. To start a claim for benefits, written notice of claim must be given to the Company within 60 days after the start of any loss covered by this policy. If the notice cannot be given within 60 days, it must be given as soon as reasonably possible. The notice should:

- give the Insured's name and policy number; and
- be sent to the Company or be given to an authorized agent of the Company. Mail sent to the Company should be addressed as follows:

Northwestern Long Term Care Ins. Co.
Claims Administration
P.O. Box 3230
Milwaukee, WI 53201-3230

Proof of Loss. For a claim to be payable, the Company must be provided with satisfactory written proof of loss. This is information that the Company deems necessary to determine whether benefits are payable and, if so, the amount of the benefits. The proof of loss will include: information about the Insured's health that documents the Need for Long-Term Care; proof that the Insured has incurred an expense for long-term care; the amount of the expense; proof of payment of the expense; information about the amounts available from any other sources of long-term care benefits; and other information as may be required by the Company from time to time. The Company will also need to be provided information as described below under Other Requirements.

Plan of Care. Coverage is provided under this policy only for care that follows a plan of care. The plan of care is a written description of the Insured's needs and a specification of the type, frequency (including duration), and providers of all formal and informal long-term care services required by the Insured. The plan of care must be developed by a Licensed Health Care Practitioner and be in accordance with generally accepted medical and nursing practices.

The plan of care must be updated as the Insured's needs change. If the plan of care is prepared by a Licensed Health Care Practitioner other than the one appointed by the Company, the Company must receive a copy of the plan of care upon its completion and each time it is updated. The Company retains the right to request periodic updates not more frequently than once every 30 days.

Claim Forms. The Company will furnish claim forms for an initial written proof of loss within 15 days after receiving notice of claim. These forms must be completed by the Insured, or the Insured's representative if the Insured is incapable. If these forms are not furnished within the 15-day period, this initial written proof of loss may be made without the use of the Company's forms.

The Company will furnish additional claim forms from time to time while a claim for long-term care benefits continues.

Written Proof of Loss. Written proof of loss must be given to the Company within 90 days from the time proof is otherwise required. If the proof is not given within the 90 days, the claim will not be affected if the proof is given as soon as reasonably possible. In any event, the proof required must be given no later than one year and 90 days after the end of each month for which Monthly Benefits are claimed unless the Insured was legally incapacitated.

Other Requirements.

- **Authorizations.** From time to time, the Company will furnish the Insured with authorizations to obtain information the Company deems necessary. These authorizations must be signed by the Insured, or the Insured's representative if the Insured is incapable, and returned to the Company.
- **Medical Examination.** The Company may have the Insured examined by a Licensed Health Care Practitioner.
- **Personal Interview.** The Company may conduct a personal interview or assessment of the Insured including having the Insured evaluated by a care management professional.

Any examination, interview, or assessment will be performed:

- at the Company's expense;
- by a Licensed Health Care Practitioner, interviewer, or care management professional of the Company's choice; and
- as often as is reasonably necessary in connection with a claim.

5.1.1 CLAIM ASSISTANCE SERVICES

The Insured may elect to use the services of a Licensed Health Care Practitioner appointed by the Company to provide Claim Assistance Services. Claim Assistance Services are services primarily intended to facilitate assessment of eligibility for benefits and assistance with the claims process, including:

- assessing the Insured's Need for Long-Term Care and developing an appropriate plan of care;
- assistance in completing the forms for claims for long-term care benefits under this Policy;
- providing the initial certification and annual re-certification under Section 2.2;
- providing information on local provider resources, health information resources and community programs; and
- monitoring and periodically reassessing the Insured's Need for Long-Term Care and plan of care.

Claim Assistance Services are provided at the Company's expense and will not reduce the Benefit Account Value. Claim Assistance Services may be received before the Beginning Date. In all cases, the Insured selects the providers of care to be used and may elect not to use Claim Assistance Services. Claim Assistance Services do not modify the proof of loss or other requirements for Claims specified under Section 5.1.

5.2 TIME OF PAYMENT OF CLAIMS

When the Company has received satisfactory proof of loss and other information as required by Section 5.1, the Company will determine the amount of Monthly Benefits payable. The Company will pay benefits at least monthly.

5.3 PAYMENT OF CLAIMS

Benefits will be paid to the Insured or to the Insured's estate.

The Insured may request that Benefits be paid to an Appropriate Provider of Care, other than an Independent Care Provider, for services covered under the Policy. A written request for the assignment of Benefits in a form and on conditions satisfactory to the Company must be received and accepted by the Company. The Company is not responsible for the validity or effect of any assignment.

5.4 OVERPAYMENT OF BENEFITS

If for any reason the Insured has received benefits to which the Insured was not entitled, the Insured must reimburse the Company for the overpayment. Any amounts not repaid may be recovered by the Company by offsetting against any amount otherwise payable to the Insured under this policy, or by other reasonable means.

5.5 APPEALS PROCESS

If the Insured believes the claim decision of the Company is in error, the Insured may request an appeal by sending the Company a letter. The letter should state why the Company should change its decision and should include other information to support the appeal. The letter should also include the name of the Insured, the policy number, and other information to identify the policy. Upon completion of a review, the Company will send the Insured a written notice of the Company's decision.

5.6 LEGAL ACTIONS

No legal action may be brought for benefits under this policy within 60 days after written proof of loss has been given. No legal action may be brought after three years (or a longer period that is required by law) from the time written proof of loss is required to be given.

SECTION 6. PREMIUMS AND REINSTATEMENT

6.1 PREMIUMS

Payment. All premiums after the first are payable to the Company or to an authorized agent. A premium must be paid on or before its due date. A receipt signed by an officer of the Company will be furnished on request.

Frequency. Premiums may be paid annually, semi-annually, or quarterly at the published rates of the Company. A change in premium frequency will take effect on the Company's acceptance of the premium for the new frequency. Pre-

miums may be paid on any other frequency approved by the Company.

Grace Period. A grace period of 65 days will be allowed for payment of a premium that is not paid on its due date. This policy will be in full force during this period.

This policy will terminate at the end of the grace period if the premium is not paid. However, termination for non-payment of premium will not prejudice any payable claim for a covered loss which begins before termination of this policy.

Secondary Addressee. This policy allows the Insured an option to name a Secondary Addressee for the purpose of notification of past due premium payment(s) and possible lapse in coverage. The Insured may change the Secondary Addressee at any time by providing written notice to the Company.

The Company will give at least 30 days notice to the Insured and to the Secondary Addressee, if applicable, before the effective date of the lapse. Notice will be given by first class United States mail, postage prepaid, and notice will not be given until 30 days after a premium is due and unpaid. Notice is considered to have been given as of five days after the date of mailing.

6.2 PREMIUM REFUND

The following amounts will be refunded to the policyholder at the earlier of the cancellation or termination of the policy or the death of the Insured:

- any premiums paid for a period beyond the effective date of the cancellation or termination of the policy or the death of the Insured;
- any pro-rata refunds of premiums paid for a period for which premiums have been waived that are not used to reduce future premiums; and
- any dividends payable under the policy that are not used to reduce future premiums under Section 7.7 of the policy.

Amounts refunded under this provision will not exceed the aggregate premiums paid under the policy. Premiums waived under a waiver of premium benefit are not included in the aggregate premiums paid.

6.3 WAIVER OF PREMIUM

The Company will waive premiums on this policy when the Insured has a Need for Long-Term Care. Premiums will be waived until the next policy anniversary. If a premium is to be waived on a policy anniversary, an annual premium will be waived. The Company will not waive the payment of premiums after the Insured no longer has a Need for Long-Term Care. The Insured may then keep this policy in force by resuming payment of the premiums as they become due.

If the Insured has a Need for Long-Term Care and is located outside of the 50 United States, the District of Columbia, or the country of Canada, premiums will be waived until the next policy anniversary and up to one policy anniversary thereafter for the duration of this policy. In order for premiums to be waived beyond that time period, the Insured must have a Need for Long-Term Care while the Insured is located in the 50 United States, the District of Columbia, or the country of Canada.

If premiums have been paid for a period for which premiums have been waived, such premiums will be refunded on a pro-rata basis. Such pro-rata refunds will be used to reduce future premiums, if any, or if not so used, will be refunded under the Premium Refund provision in Section 6.2.

6.4 EXTENSION OF BENEFITS

If this policy terminates for non-payment of premium before the Beginning Date during a period in which the Insured is confined in a Nursing Home, hospice facility, or an Alternate Living Facility, the Company will extend the benefits beyond the date of termination for as long as Qualifying Expenses continue without interruption. This Extension of Benefits is subject to the Elimination Period, if applicable, the Benefit Account Value, and all other applicable policy provisions.

6.5 REINSTATEMENT

This policy may be reinstated within one year after the due date of the overdue premium. All unpaid premiums must be paid to the Company. The Company will also require an application for reinstatement and evidence of insurability. This policy will be reinstated as of the date the overdue premium was paid to the Company if:

- the application is approved by the Company; or

- notice that the application has been disapproved is not given within 45 days from the date the Company receives the application.

Coverage. The reinstated policy will cover only a Need for Long-Term Care that occurs after the date of reinstatement. All other rights of the Insured and the Company will remain the same.

6.6 REINSTATEMENT FOR UNINTENTIONAL LAPSE

This policy may also be reinstated within five months after the end of the grace period if the Insured provides satisfactory written proof that there was a Need for Long-Term Care at the time of lapse. Proof must be provided at the expense of the Insured.

The Company will also require a written request for reinstatement. This policy will be reinstated as of the date of termination as if this policy had never terminated.

SECTION 7. THE CONTRACT

7.1 ENTIRE CONTRACT; CHANGES

This policy with the application and attached endorsements is the entire contract between the Insured and the Company. No change in this policy is valid unless approved by an officer of the Company. No agent has authority to change this policy or to waive any of its provisions.

7.2 DATES

Provided the first premium is paid, this policy will take effect on the Date of Issue. Policy months, years, and anniversaries are computed from the Policy Date. Both dates are shown on page 3 of this policy.

7.3 INCONTESTABILITY

In issuing this policy, the Company has relied on the application. The Company may rescind this policy or deny a claim due to a material misrepresentation in the application if this policy has been in force for less than six months from the Date of Issue.

If this policy has been in force for at least six months but less than two years from the Date of Issue, the Company may rescind this policy or deny a claim due to a misstatement in the application that is both material and pertains to the conditions for which benefits are sought.

After this policy has been in force for two years from the Date of Issue, no misstatement, except a fraudulent misstatement, in the application may be used to rescind this policy or to deny a claim for a Need for Long-Term Care that begins after the two-year period.

If a change to the terms of the Policy occurs upon the request of the Insured after the Date of Issue, this section will apply to any change that results in an increase in risk subject to the Company's insurability requirements. For the purpose of applying this section to such a change to the Policy, the Date of Issue will be the effective date of the change and the term "application" will include the application for the policy change.

This section will also apply to a reinstatement (Section 6.5). For the purpose of applying this section to a reinstatement, the Date of Issue will be the effective date of the reinstatement and the term "application" will include the application for reinstatement of the policy.

7.4 CHANGE OF PLAN

The Insured may change this policy to any plan of long-term care insurance agreed to by the Insured and the Company. The change will be subject to:

- payment of required costs; and
- compliance with other conditions required by the Company.

Reduction in Benefits. The Insured has the right to retain the policy while lowering the premium in one or more of the following ways:

- reducing the Benefit Account Value;
- reducing the Maximum Monthly Limit; or
- lengthening the Elimination Period.

This right to reduce benefits is limited to plans or options available for this policy form and for which benefits will be available after consideration of claims paid or payable.

The premium for the reduced coverage shall be based on the age used to determine the premiums for the coverage currently in force.

If the policy includes the Automatic Benefit Increase or the Automatic Additional Purchase Benefit, then the Maximum Monthly Limit shall be adjusted in the same manner and amount as the policy in force prior to the reduction in coverage.

The Insured may make a reduction in benefits by submitting a written request for policy change.

The Company will provide a written reminder to the Insured of his or her right to reduce coverage and premiums in the notice of possible lapse given under Section 6.1.

7.5 MISSTATED AGE

If the age of the Insured has been misstated, the benefits will be those which the premiums paid would have purchased at the correct age.

7.6 CONFORMITY WITH STATE AND FEDERAL STATUTES

Any provisions of this policy which, on the Date of Issue, are in conflict with the statutes of the State of Issue on that Date are amended to conform to such statutes. The State of Issue is shown on page 3.

Any provisions of this policy which do not meet the federal tax law definition of a qualified long-term care insurance contract are amended to conform to such definition.

7.7 DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. The Policy's share, if any, will be credited as a dividend on the Policy Anniversary. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Directors. There is no guaranteed method or formula for the

determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

Dividends will be used to reduce future premiums. If not so used, such amount will be refunded under the Premium Refund provision in Section 6.2.

7.8 TERMINATION

If premiums are paid when due, this policy will not terminate until the earlier of:

- the death of the Insured; or
- the date on which the total amount of benefits paid under this policy equals the Benefit Account Value.

7.9 CANCELLATION

The Insured may cancel this policy by giving written notice to the Company. The cancellation will take effect on the date of receipt at the Company or on a later date if specified in the notice. Cancellation will be without prejudice to any claim originating before the effective date of cancellation.

It is recommended that you . . .

read your policy.

notify your Northwestern Long Term Care Insurance Company agent or the Company at P.O. Box 64009, St. Paul, Minnesota 55164, (800) 890-6704 of an address change or for any service you may require in connection with this policy.

notify your Northwestern Long Term Care Insurance Company agent or the Company at P.O. Box 3230, Milwaukee, Wisconsin 53201-3230, (800) 748-9493 for any claim inquiry or to open a claim.

call your Northwestern Long Term Care Insurance Company agent for information -- particularly on a suggestion to terminate or exchange this policy for another policy or plan.

consult your tax advisor for tax guidance. While Northwestern Long Term Care Insurance Company believes this policy is a qualified long-term care contract for federal tax purposes and the Company intends to treat your policy as such, the tax rules associated with such treatment are limited. Accordingly, we recommend that you consult with your tax adviser about whether the policy is a qualified long-term care contract.

Agent

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Address

Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904, (800) 852-5494.

Telephone

LONG-TERM CARE INSURANCE POLICY

Participating - Eligible for Annual Dividends

Guaranteed Renewable for Life

Premiums Subject to Change by Class

TT.LTC.(1010)

AR



AUTOMATIC BENEFIT INCREASE

1. THE BENEFIT

The Company will annually increase the Maximum Monthly Limit shown on page 3. The Company will also annually increase the Benefit Account Value shown on page 3 as described below. Increases will start on the first policy anniversary and will continue on each policy anniversary after that, regardless of the Insured's health. Increased coverage will remain in effect for as long as the policy is in force.

Each increase will be based on the increase percentage shown on page 3.

The premiums for this Benefit are shown on page 3.

2. HOW THE INCREASES ARE DETERMINED

The increase in the Maximum Monthly Limit is the Maximum Monthly Limit on the prior policy anniversary multiplied by the increase percentage.

After the increase is made, the Maximum Monthly Limit in force is the Maximum Monthly Limit on the prior policy anniversary plus the increase in the Maximum Monthly Limit. If the anniversary is a day other than the first of a calendar month, the amount of the increase in the

Maximum Monthly Limit for that month will be prorated based on the number of days remaining in the calendar month and added to the Maximum Monthly Limit on the prior policy anniversary for that month.

If the Benefit Account Value shown on page 3 is not "unlimited," the Benefit Account Value is also increased on the policy anniversary. The increase in the Benefit Account Value is the Benefit Account Value remaining multiplied by the increase percentage.

The Benefit Account Value remaining is the Benefit Account Value on the prior policy anniversary, less the total of all benefits paid or payable up to the current policy anniversary.

After the increase is made, the current Benefit Account Value in force is the Benefit Account Value on the prior policy anniversary plus the increase in the Benefit Account Value.

3. TERMINATION

This Benefit will terminate on the earlier of the following dates:

- the date the policy terminates; or
- the date the Company receives the Insured's written request.



Secretary
NORTHWESTERN LONG TERM CARE
INSURANCE COMPANY

AUTOMATIC ADDITIONAL PURCHASE BENEFIT

1. THE BENEFIT

The Company will annually increase the Maximum Monthly Limit shown on page 3 by 5%. The Company will also annually increase the Benefit Account Value shown on page 3 as described below. Increases will start on the first policy anniversary and will continue on each policy anniversary after that, subject to the limits in Section 4 of this Benefit, regardless of the Insured's health. Increased coverage will remain in effect for as long as the policy is in force and any premiums which are due for the increased Maximum Monthly Limit are paid.

2. PREMIUM

The first premium for the Benefit is shown on page 4. On each policy anniversary when coverage increases, the premium will increase. The premium for each increase is shown on the schedule of Benefits and Premiums.

3. HOW THE INCREASES ARE DETERMINED

The increase in the Maximum Monthly Limit is the Maximum Monthly Limit on the prior policy anniversary multiplied by 5%.

After the increase is made, the Maximum Monthly Limit in force is the Maximum Monthly Limit on the prior policy anniversary plus the increase in the Maximum Monthly Limit. If the anniversary is a day other than the first of a calendar month, the amount of the increase in the Maximum Monthly Limit for that month will be prorated based on the number of days remaining in the calendar month and added to the Maximum Monthly Limit on the prior policy anniversary.

If the Benefit Account Value shown on page 3 is not "unlimited," the Benefit Account Value is also increased on the policy anniversary. The increase in the Benefit Account Value is the Benefit Account Value remaining multiplied by 5%.

The Benefit Account Value remaining is the Benefit Account Value on the prior policy anniversary, less the total of all benefits paid or payable up to the current policy anniversary.

After the increase is made, the current Benefit Account Value in force is the Benefit Account Value on the prior policy anniversary plus the increase in the Benefit Account Value.

4. BENEFIT INCREASES

Eligible for the Payment of Benefits. If the Insured is eligible for the payment of benefits due to a Need for Long-Term Care, an increase will occur on the policy anniversary. Such increases will be made regardless of whether the Insured has refused prior increases.

Not Eligible for the Payment of Benefits. If the Insured is not eligible for the payment of benefits due to a Need for Long-Term Care, an increase will occur on the policy anniversary with the last increase occurring on:

- the first policy anniversary after the 85th birthday of the Insured; or
- the 10th policy anniversary, if later.

However, no increases will be made when the Insured is not eligible for the payment of benefits after the Insured has refused two increases.

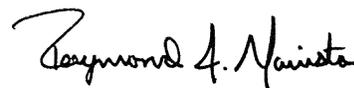
Refusing an Increase. The Insured can refuse to accept an increase:

- by not paying the increased premium resulting from this Benefit; or
- by sending a written notice to the Company before the increase takes effect.

5. TERMINATION

This Benefit will terminate on the earlier of the following dates:

- the date the policy terminates; or
- the date the Company receives the Insured's written request.



Secretary
NORTHWESTERN LONG TERM CARE
INSURANCE COMPANY

SURVIVORSHIP BENEFIT

1. THE BENEFIT

This policy will become paid-up so that no future premiums will be due on this policy after the death of the Insured's Spouse or Companion provided:

- the Insured and the Insured's Spouse or Companion each have a long-term care policy with this Survivorship Benefit; and
- this Benefit has not terminated due to the Insured's written request or for nonpayment of premium.

The Insured's Spouse or Companion is the person named on page 3 of this policy.

If premiums have been paid for a period after the death of the Insured's Spouse or Companion, the Company will refund that portion of any premium paid for a period beyond the date of death under the Premium Refund provision in Section 6.2 of the policy.

Premium For Benefit. The premium for this Benefit is shown on page 3.

2. PROOF OF DEATH

Before this policy becomes paid-up under this Benefit, proof that the Insured's Spouse or Companion has died must be given to the Company.

Proof must be given within one year from the date of death. However, eligibility for this Benefit will not be affected if the proof is given as soon as reasonably possible.

3. TERMINATION OF BENEFITS

This Benefit will terminate:

- when this policy is cancelled or terminates; or
- when the Insured's Spouse's or Companion's policy is cancelled or terminates for non-payment of premium; or
- if the Insured or the Insured's Spouse or Companion has a Paid-Up Nonforfeiture Benefit which becomes effective; or
- when the Insured's or Insured's Spouse's or Companion's written request is received at the Company.



Secretary
NORTHWESTERN LONG TERM CARE
INSURANCE COMPANY

PAID-UP NONFORFEITURE BENEFIT

1. THE BENEFIT

Beginning at the end of the third year following the Date of Issue, the Company will provide a nonforfeiture benefit if any premium is unpaid at the end of the grace period.

The premiums for this Nonforfeiture Benefit are shown on page 3.

If this Nonforfeiture Benefit becomes effective, the policy will not terminate at the end of the grace period under Section 6.1 of the policy if the premium is not paid. The Insured will be sent a new copy of the schedule of Benefits and Premiums (page 3). At such time, the policy will no longer allow any future benefit increases in the Benefit Account Value and the Maximum Monthly Limit.

If this Nonforfeiture Benefit is added to the Policy by a policy change upon the request of the Insured after the Date of Issue, for the purpose of this section, the Date of Issue will be the effective date of the change.

2. AMOUNT OF THE BENEFIT

Under this Nonforfeiture Benefit, the Benefit Account Value shown on page 3 will be reduced to the greater of:

- the sum of all premiums paid for this policy including any waived premiums; and
- the Maximum Monthly Limit.

However, the total benefits payable under the policy, including this Nonforfeiture Benefit, will not be greater than the benefits that would have been payable under the policy if premiums would have continued to have been paid.

If this Nonforfeiture Benefit is added to the Policy by a policy change upon the request of the Insured after the Date of Issue, for the purpose of this section the sum of all premiums paid for this policy means premiums paid, including any waived premiums, after the effective date of the change.

3. TERMINATION

This Benefit will terminate on the earlier of the following dates:

- the date the policy terminates; or
- the date the Company receives the Insured's written request.



Secretary
NORTHWESTERN LONG TERM CARE
INSURANCE COMPANY

PAID-UP NONFORFEITURE BENEFIT

1. THE BENEFIT

This policy provides the Nonforfeiture Benefit if a limited premium paying period is shown on page 3.

Beginning at the end of the third year following the Date of Issue, the Company will provide a Nonforfeiture Benefit if any premium is unpaid at the end of the grace period.

If this Nonforfeiture Benefit becomes effective, the policy will not terminate at the end of the grace period under Section 6.1 of the policy if the premium is not paid. The Insured will be sent a new copy of the schedule of Benefits and Premiums (page 3). At such time, the policy will no longer allow any future benefit increases.

2. AMOUNT OF THE BENEFIT

Under this Nonforfeiture Benefit, the Benefit Account Value shown on page 3 will be reduced to the greater of:

- the sum of all premiums paid for this policy including any waived premiums; and
- the Maximum Monthly Limit.

However, the total benefits payable under the policy, including this Nonforfeiture Benefit, will not be greater than the benefits that would have been payable under the policy if premiums would have continued to have been paid.

3. TERMINATION

This Benefit will terminate on the earlier of the following dates:

- the date the policy terminates; or
- the date the Company receives the Insured's written request to change the policy from a limited premium period to a premium paying period for life.



Secretary
NORTHWESTERN LONG TERM CARE
INSURANCE COMPANY

Complete Part A for all applications

Application for Northwestern Long Term Care Insurance Company (NLTC) Long-Term Care Insurance

| | | |
|---|---|--|
| <p>In the last five years, has an application or informal inquiry ever been made to The Northwestern Mutual Life Insurance Company or its affiliates on the Insured?</p> | <input type="radio"/> Yes <input type="radio"/> No | <p>If Yes, check all that apply: <input type="checkbox"/> Life <input type="checkbox"/> DI The last Policy Number _____</p> |
|---|---|--|

Check this box if applying for multiple policies for this applicant on this application

1. Insured Information

| | |
|---|--|
| <p>A. Name (First, M.I., Last) <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr. <input type="radio"/> Other _____</p> | <input type="radio"/> Male <input type="radio"/> Female |
|---|--|

B. Primary Residence Address (no P.O. Box)

| | | |
|------|-------|----------|
| City | State | Zip Code |
|------|-------|----------|

| | | |
|------------------------------------|--------------------------------------|--------------------------|
| C. Taxpayer ID Number (SSN) | D. Date of Birth (MM/DD/YYYY) | E. Place of Birth |
|------------------------------------|--------------------------------------|--------------------------|

| | |
|------------------------------------|--------------------------------------|
| F. Primary Telephone Number | G. Secondary Telephone Number |
|------------------------------------|--------------------------------------|

2. Premium Payer - Premium and other notices will be sent to the payer indicated

| | |
|---|--|
| <p>A. Select one: <input type="radio"/> Insured <input type="radio"/> Other Personal Name (First, M.I., Last) or Business/Trust <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr. <input type="radio"/> Other _____ Name _____</p> | <p>B. Select one: <input type="radio"/> MCB <input type="radio"/> New ISA (a signed ISA Plus Request form MUST be submitted with this application) <input type="radio"/> Existing ISA</p> |
|---|--|

3. Secondary Addressee Premium Billing Notice

You may name a secondary addressee for the purpose of notification of past due premium payment(s) and possible lapse in coverage. To designate a secondary addressee Complete A through D. Note: If you are electing not to designate a secondary addressee, mark the appropriate box in the Authorization and Signature section on Page 5.

A. Secondary Addressee Name (First, M.I., Last) Mr. Mrs. Ms. Dr. Other _____

B. Relationship to Insured

C. Primary Residence Address

| | | |
|------|----------------------------|----------|
| City | State (or foreign country) | Zip Code |
|------|----------------------------|----------|

D. Daytime Telephone Number

4. Special Policy Date - Complete only if a special date is being requested

All policies applied for on this application will have the same policy date

| | |
|--|--|
| <p>A. <input type="checkbox"/> Date to save age (available for prepaid or non-prepaid)</p> | <p>B. <input type="checkbox"/> Specified future date (available for non-prepaid only) (MM/DD/YYYY) _____</p> |
|--|--|

NOTE: SELECTING "DATE TO SAVE AGE" WILL RESULT IN ADDITIONAL PREMIUM DUE.

Complete Part A for all applications

5. Discounts - (If none, skip to Section 6)

DEFINITIONS:
Spousal – Married or a relationship granted the legal rights of spouses in the state of application.
Companion – A committed relationship of two unrelated people or two family members of the same generation as evidenced by having lived together for at least two years and intending to continue to do so.
MultiLife Discount – Available to employer or association sponsored group members.

- A. Spousal:** Are you married or in a relationship that is granted the legal rights of spouses in the state of this application? Yes No
- B. Companion:** If you answered "no" to the question above, are you in a committed relationship with an unrelated person or a family member of the same generation, with whom you have been living together for at least the last two years and intend to continue to do so? Yes No
- C.** Is your Spouse or Companion also applying for this insurance, or does he/she currently have an existing NLTC individual long-term care insurance policy? (If "Yes," complete information below.) . . . Yes No

Spouse/Companion Information

| | |
|-------------------------------|---------------------------------|
| 1. Name (First, M.I., Last) | 2. Taxpayer ID Number (SSN) |
| 3. Date of Birth (MM/DD/YYYY) | 4. Policy Number (if available) |

- D. MultiLife Discount:** Do you belong to a sponsored group? Yes No
- MultiLife Group #: _____ Sponsored Group Name: _____ Core Non-Core

6. Premium Frequency

- Annually Semi-Annually Quarterly Monthly

7. Policy(ies) Applied For

| | POLICY 1 | POLICY 2 |
|---|---|---|
| A. Premium Payment Duration <i>Select one for each policy</i> | <input type="radio"/> For Life <input type="radio"/> 10 Pay <input type="radio"/> To Age 65 | <input type="radio"/> For Life <input type="radio"/> 10 Pay <input type="radio"/> To Age 65 |
| B. Maximum Monthly Limit | \$ _____ | \$ _____ |
| C. Benefit Period <i>Select one for each policy</i> | <input type="radio"/> 3 Year (36 months) <input type="radio"/> 6 Year (72 months) <input type="radio"/> Lifetime | <input type="radio"/> 3 Year (36 months) <input type="radio"/> 6 Year (72 months) <input type="radio"/> Lifetime |
| D. Elimination Period <i>Select one for each policy</i> | <input type="radio"/> 6 Weeks <input type="radio"/> 25 Weeks <input type="radio"/> 12 Weeks <input type="radio"/> 52 Weeks | <input type="radio"/> 6 Weeks <input type="radio"/> 25 Weeks <input type="radio"/> 12 Weeks <input type="radio"/> 52 Weeks |

Complete Part A for all applications

7. Policy(ies) Applied For (continued)

| | | POLICY 1 | POLICY 2 |
|---|--------------------------------------|--|--|
| E. Inflation Protection Options <i>Select one for each policy</i> | | <input type="radio"/> Automatic Additional Purchase Benefit (AAPB) <i>Not available with 10 Pay or To Age 65</i> | <input type="radio"/> Automatic Additional Purchase Benefit (AAPB) <i>Not available with 10 Pay or To Age 65</i> |
| | | <input type="radio"/> Automatic Benefit Increase (ABI) To apply for less than 5% compounded increases, indicate: <input type="checkbox"/> 3% or <input type="checkbox"/> 4% | <input type="radio"/> Automatic Benefit Increase (ABI) To apply for less than 5% compounded increases, indicate: <input type="checkbox"/> 3% or <input type="checkbox"/> 4% |
| | | <input type="radio"/> None <i>(if rejected, see below)</i> | |
| Rejection of Inflation Protection Note: If you are electing to reject inflation protection on one or both policies, mark the appropriate box(es) in the Authorization and Signature. | | | |
| F. Optional Benefits | Survivorship Benefit | <input type="radio"/> Yes <input type="radio"/> No <i>Not available with 10 Pay or To Age 65</i> | <input type="radio"/> Yes <input type="radio"/> No <i>Not available with 10 Pay or To Age 65</i> |
| | Paid-Up Nonforfeiture Benefit | <input type="radio"/> Yes <input type="radio"/> No <i>Included with 10 Pay and To Age 65</i> | <input type="radio"/> Yes <input type="radio"/> No <i>Included with 10 Pay and To Age 65</i> |

8. Long-Term Care Conditional Insurance Agreement

| | |
|--|--|
| Has the premium for the policy applied for been paid in exchange for the Long-Term Care Conditional Insurance Agreement? | <input type="radio"/> Yes <input type="radio"/> No |
|--|--|

9. Insurance History and Replacements

| | |
|--|--|
| A. Are you covered by Medicaid? (NOT Medicare) | <input type="radio"/> Yes <input type="radio"/> No |
| B. Have you ever had life, disability, health, or long-term care insurance declined, rated, modified, issued with an exclusion rider, cancelled, rescinded, or not renewed? If "Yes," please explain: _____ | <input type="radio"/> Yes <input type="radio"/> No |
| C. Did you have another long-term care insurance policy or certificate of insurance in force during the last twelve (12) months? If "Yes," please state which company: _____ If that policy or certificate lapsed, when did it lapse? Date _____ Policy Number _____ | <input type="radio"/> Yes <input type="radio"/> No |
| D. Do you have another long-term care insurance policy or certificate (including health care service contract, health maintenance organization contract) in force or pending with other companies? If "Yes," indicate Insurer, Type of Insurance, Benefit Amount, and In Force or Pending. | <input type="radio"/> Yes <input type="radio"/> No |

| Insurer | Type of Insurance | Benefit Amount | In Force or Pending |
|---------|-------------------|----------------|---------------------|
| | | | |
| | | | |

E. Instructions to agent: List any health insurance or long-term care insurance policies that you have sold to the applicant that (a) are still in force or (b) that have been sold in the last five (5) years and are no longer in force.
 Check this box if the agent has NOT sold any other health insurance policies to this applicant.

| Insurer | Type of Insurance | In Force or Not In Force | Date of Lapse/Termination (if applicable) |
|---------|-------------------|--------------------------|---|
| | | | |
| | | | |

| | |
|---|--|
| Agent: To the best of your knowledge, will the insurance applied for replace long-term care, nursing home, or health care insurance in force with this or any other company? (If "Yes," submit Replacement Notice) | <input type="radio"/> Yes <input type="radio"/> No |
|---|--|

Complete Part A for all applications

9. Insurance History and Replacements (continued)

Will the insurance applied for replace:

| | |
|---|--|
| F. a Northwestern Long Term Care Insurance Company insurance policy? | <input type="radio"/> Yes <input type="radio"/> No |
| G. a long-term care, home health care, nursing home care, or life based long-term care insurance policy issued from a source other than Northwestern Long Term Care Insurance Company? | <input type="radio"/> Yes <input type="radio"/> No |
| H. any other type of accident or sickness policy (including medical, health, or disability) from a source other than Northwestern Long Term Care Insurance Company? | <input type="radio"/> Yes <input type="radio"/> No |

I. If you answered "Yes" to any of the above, complete the following for each policy being replaced:

| Insurer and Address | Type of Insurance | Policy Number | Amount to Be Replaced |
|---------------------|-------------------|---------------|-----------------------|
| | | | |
| | | | |

NOTE: If the Insured(s) answered "Yes" to questions F through I, complete the Replacement Notices attached. Give one copy to the Insured and submit one with the application.
 When issuing insurance as a result of this application, Northwestern Long Term Care Insurance Company will rely on the fact that the coverage listed above can and will be terminated by the next premium due date. If the coverage listed is not terminated by that date, or it is terminated and later reinstated, any policy issued as a result of this application may be rescinded and all premiums will be returned. Northwestern Long Term Care Insurance Company may contact a listed insurer to confirm that the coverage has been terminated.

The Insured consents to this application for long-term care insurance and declares that the answers and statements are correctly recorded, complete and true to the best of the Insured's knowledge and belief as of the date signed below. The Insured acknowledges that he or she has reviewed any and all answers and statements recorded in this Part A.

Statements in this application are representations and not warranties.

The Insured agrees that:

- 1) If the premium is **not paid** when the application is signed, no insurance will be in effect. The insurance will take effect only (a) at the time the policy is delivered, (b) the premium is paid, and (c) the answers and statements in the application are still true.
- 2) If the premium is **paid** when the application is taken, no insurance will be in effect except as provided in the Long-Term Care Conditional Insurance Agreement.
- 3) Receipt of an Outline of Coverage for each policy applied for, Shopper's Guide, Potential Rate Increase Disclosure, the "Things You Should Know Before You Buy Long-Term Care Insurance" and Notice of Insurance Information Practices is acknowledged.
- 4) **No agent is authorized to make or alter contracts or to waive any of the Company's rights or requirements.**

The Insured authorizes NLTC, its agents, employees, affiliates, reinsurers, insurance support organizations and their representatives to obtain information about the Insured to evaluate this application and to verify information in this application. This information may include: (a) age; (b) medical history, condition, and care; (c) physical and mental health; (d) income and financial history; (e) driving record; (f) other personal characteristics; and (g) other insurance. This authorization extends to information on the use of alcohol, drugs and tobacco; the diagnosis or treatment of HIV (AIDS virus) infection and sexually transmitted diseases; and the diagnosis and treatment of mental illness. During the time this authorization is valid it extends to information required to determine eligibility for benefits under any policy issued as a result of this application.

Complete Part A for all applications

The Insured authorizes any person, including any physician, health care professional, hospital, clinic, medical facility, government agency including the Veterans and Social Security Administrations, the Medical Information Bureau, Inc. (MIB, Inc.), employer, business associates, consumer reporting agency, banker, accountant, tax preparer, or other insurance company, to release information about the Insured to NLTC or its representatives on receipt of this Authorization.

The above authorization is valid for 24 months (or 180 days for HIV related information) from the date it is signed. This authorization can be revoked by writing to the Administration Office. If the Insured revokes this authorization, the Company may not be able to accept the application. A copy of this authorization is as valid as the original and will be provided on request at any time to the Insured or an authorized representative of the Insured.

In the course of conducting our business, we may disclose to other parties information we have about the Insured. These disclosures are only made as permitted by law, such as disclosures to our reinsurers, consultants, MIB, administrators, governmental authorities, or as the Insured otherwise authorizes. The Insured has received a copy of the Medical Information Bureau and Fair Credit Reporting Act notices. The Insured authorizes NLTC to obtain an investigative consumer report on the Insured.

The Insured requests to be interviewed if an investigative consumer report is done.

REJECTION OF INFLATION PROTECTION STATEMENT (Complete if option was not selected)

I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy with and without the Inflation Protection. Specifically, I reviewed the Automatic Benefit Increase and the Automatic Additional Purchase Benefit and I reject the inflation protection.

Policy 1 Policy 2 (only if applicable)

REJECTION OF SECONDARY ADDRESSEE (Complete if option was not selected)

Protection against unintended lapse. I understand that I have the right to designate at least one person other than myself to receive notice of lapse or termination of this long-term care insurance policy for nonpayment of premium. I understand that notice will not be given until thirty (30) days after a premium is due and unpaid. I elect NOT to designate a person to receive this notice.

The signature below applies to this Part A, including if applicable, the Rejection of Inflation Protection and/or Rejection of a Secondary Addressee.

CAUTION: If your answers on this application are incorrect or untrue, the Company has the right to deny benefits or rescind your policy.

X _____
Print Name of **INSURED**

X _____
Signature of **INSURED**

X _____
Date Signed by **INSURED** (MM/DD/YYYY)

X _____
(City, County & State) Signed by **INSURED**

X _____
Signature of **LICENSED AGENT**

Some states require us to inform you that any person who, with intent to defraud, or with knowledge that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be subject to criminal and civil penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

Complete for all policy changes

| | |
|----------------|-----------------------------------|
| INSURED'S NAME | POLICY NUMBER ("EXISTING POLICY") |
|----------------|-----------------------------------|

ONLY COMPLETE SECTIONS FOR REQUESTED CHANGES.

1. Contract Changes

A. New Maximum Limit \$ _____
(RR/RS: Daily Limit; TT: Monthly Limit)

B. New Benefit Period
 3 Year
 6 Year *(Not Available for Class 2)*
 Lifetime *(Standard Class Only)*

C. New Elimination Period
 6 Weeks *(RS and TT Series, Standard Class Only)*
 12 Weeks
 25 Weeks
 52 Weeks *(TT Series Only)*

D. New Home Health and Adult Day Care Daily Limit
 50% 100%

(RR and RS Series Only) as a percentage of the amount chosen for the Nursing Home Daily Limit

2. Inflation Protection Options

A. Automatic Benefit Increase (ABI)
 Attach/Change
if requesting less than 5% compounded increases,
please indicate: 4% 3%
 Remove

B. Automatic Additional Purchase Benefit (AAPB)
 Attach Remove
(Not Available with 10 Pay and To Age 65)

3. Premium Payment Duration - TT Series ONLY

Payment Options
 For Life 10 Pay To Age 65

4. Spousal/Companion Discounts

A. Spousal: Are you married or in a relationship that is granted the legal rights of spouses in the state of this application? Yes No

B. Companion: If you answered "no" to the question above, are you in a committed relationship with an unrelated person or a family member of the same generation, with whom you have been living together for at least the last two years and intend to continue to do so? Yes No

C. Is your Spouse or Companion also applying for this insurance, or does he or she currently have an existing NLTC individual long-term care insurance policy? (If "Yes", complete information below) Yes No

| | |
|--------------------------------------|--|
| 1. Name (First, M.I., Last) | 2. Taxpayer ID Number (SSN) |
| 3. Date of Birth (MM/DD/YYYY) | 4. Policy Number (if available) |

Complete for all policy changes

5. Optional Benefits

A. Survivorship Benefit - Not available with RR, 10 Pay, To age 65 or Classified

- Attach (**Must be attached to BOTH policies - complete section 4C for spouse/companion**)
 Remove (**Benefit will be removed from BOTH policies**)

B. Paid-Up Nonforfeiture Benefit

Included with 10 Pay and To Age 65

- Attach
 Remove

6. Premium Frequency

- Annual Semi-Annual Quarterly Monthly

7. Change in Policy Date or Age (Only within first 90 days from the Date of Issue)

- Backdate to save age only
 Remove backdating request
If removing backdating, the premium will be based on the older age.

Reserve Adjustment Charge

If this change results in a Reserve Adjustment Charge (RAC), it must be paid with this application. Include form 60-0454.

Replacements and Insurance History - Required for all changes

- A. As a result of this change, will any long-term care, medical or health insurance coverage be replaced? Yes No

If "Yes" name of insurer being replaced? _____

AGENT: If "YES", Complete the Replacement Notices (90-1975 and 90-1976)

Change Provisions

EFFECTIVE DATE OF A POLICY CHANGE

For changes submitted within 90 days of the Date of Issue:

If the premium was paid with the original Long-Term Care Application (prepaid policy), the change is effective as of the Policy Date. If the premium was not paid with the original Long-Term Care Application (non-prepaid), the date this completed Long-Term Care Application for Policy Change is signed by the Insured will become the effective date of when insurance coverage with the changes begins.

For changes submitted after 90 days of the Date of Issue:

Changes which do not result in an increase in risk or attachment of a benefit are effective as of the next date following the signature on this completed Long-Term Care Application for Policy Change which corresponds to the day of the month of the Policy Date. Any increases in risk or attachment of a benefit will be effective on the next anniversary of the Policy Date, unless this Long-Term Care Application for Policy Change is signed within 30 days of the previous anniversary of the Policy Date, in which case the requested change will be effective retroactively as of that policy anniversary to preserve the Insured's current age and insurability.

INCREASES IN RISK

No additional insurance or additional benefits will be in force at any time if the Insured is not a risk acceptable to Northwestern Long Term Care Insurance Company, subject to the Long-Term Care Conditional Insurance Agreement if applicable. The increase in risk will be acceptable only if Company requirements place the Insured in the same or a lower premium classification than this policy and the Insured pays the extra premium and any reserve charge when due. Applications for Policy Change will be deemed acceptable based on conditions determined by the Company.

INCONTESTABILITY

The Incontestability Section in the policy will apply to any change to the terms of the Policy upon the request of the Insured which results in an increase in risk subject to the Company's insurability requirements. For the purpose of that section and with regard to this increase in risk, the Date of Issue will be the date the Policy Change takes effect and the term "application" will be deemed to include the Long-Term Care Application for Policy Change and any related medical information submitted over the Insured's signature.

OTHER PROVISIONS

In all other respects, other than the changes stated above or requested in this form, the policy will remain the same.

Complete for all policy changes

AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

For changes submitted that include the addition of a benefit or an increase in coverage, the Insured authorizes Northwestern Long Term Care Insurance Company, its agents, employees, re-insurers, insurance support organizations, and their representatives to obtain information about the Insured to evaluate this application and to verify information in this application. This information may include: (a) age; (b) medical history, condition, and care; (c) physical and mental health; (d) income and financial history; (e) driving record; (f) other personal characteristics; and (g) other insurance. This authorization extends to information on the use of alcohol, drugs, and tobacco; the diagnosis or treatment of HIV (AIDS virus) infection and sexually transmitted diseases; and the diagnosis and treatment of mental illness. During the time this authorization is valid it extends to information required to determine eligibility for benefits under any policy issued as a result of this application.

The Insured authorizes any person, including any physician, health care professional, hospital, clinic, medical facility, government agency including the Veterans and Social Security Administrations, the Medical Information Bureau, Inc. (MIB, Inc.), employer, business associates, consumer reporting agency, banker, accountant, tax preparer, or other insurance company, to release information about the Insured to Northwestern Long Term Care Insurance Company or its representatives on receipt of this Authorization.

The above authorization is valid for 24 months from the date it is signed. This authorization can be revoked by writing to the Administration Office. If the Insured revokes this authorization, the Company may not be able to accept the application. A copy of this authorization is as valid as the original and will be provided on request.

In the course of conducting our business, we may disclose to other parties information we have about the Insured. These disclosures are only made as permitted by law, such as disclosures to our re-insurers, consultants, MIB, administrators, governmental authorities, or as the Insured otherwise authorizes.

The Insured has received a copy of the Medical Information Bureau and Fair Credit Reporting Act notices. The Insured authorizes Northwestern Long Term Care Insurance Company to obtain an investigative consumer report on the Insured.

The Insured requests to be interviewed if an investigative consumer report is done.

No agent is authorized to make or alter contracts or to waive any of the Company's rights or requirements.

| | |
|--|---|
| <input type="text"/> | <input type="text"/> |
| Print Name of INSURED | Signature of INSURED |
| <input type="text"/> | <input type="text"/> |
| Date Signed by INSURED (MM/DD/YYYY) | (City, County & State) Signed by INSURED |
| | <input type="text"/> |
| | Signature of LICENSED AGENT |

Some states require us to inform you that any person who, with intent to defraud, or with knowledge that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be subject to criminal and civil penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

| | |
|---|----------|
| For Long Term Care Administration Office Completion FORM RECORDED AND SUBMISSION OF POLICY WAIVED | |
| Date _____ (MM/DD/YYYY) | By _____ |

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 - Must be filled out by the Agent

Policy Form Number: TT.LTC.(1010)

The premium for the coverage you are considering will be:

\$ _____ per month, or \$ _____ per year.

Type of Policy: 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 1998 and has sold this policy since 2010. 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 - MUST BE FILLED OUT BY APPLICANT

How will you pay each year's premiums?

From my income From my Savings/Investments My Family will pay Other _____

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? (*select one*)

Under \$10,000 \$10,000 - \$24,999 \$25,000 - \$49,999
 \$50,000 - \$99,999 \$100,000 - \$149,999 \$150,000 - \$249,999 \$250,000 or more

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

No Change Increase Decrease

If you will be paying premiums with money received only from your own income, a general rule 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? Yes No

If not, have you considered how you will pay for the difference between future costs and your monthly benefit amount? From my income From my Savings/Investments My Family will pay

The national average annual cost of care in 2007 was \$71,000, but this figure varies across the country. In ten years the national average annual cost would be about \$116,000 if costs increase 5% annually.

What elimination period are you considering?

Number of Weeks _____ Approximate cost \$ _____ for that period of care

(Average weekly cost of care in area multiplied by the elimination period selected)

How are you planning to pay for your care before the beginning date? (check one)

From My Income From My Savings/Investments My Family will pay

Complete for all applications

QUESTIONS RELATED TO YOUR SAVINGS AND INVESTMENTS - MUST BE FILLED OUT BY APPLICANT

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

- Under \$30,000 \$30,000-\$99,999 \$100,000-\$249,999 \$250,000 - \$499,999 \$500,000-\$999,999
 \$1,000,000 or more

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

- 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

MUST CHECK ONE:

- The answers to the questions above describe my financial situation
OR
 I choose not to complete this information

THE FOLLOWING MUST BE READ AND THE BOX CHECKED:

- 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.

SIGNATURE OF **APPLICANT**

DATE (MM/DD/YYYY)

AGENT - THIS BOX MUST BE CHECKED

- I explained to the Applicant the importance of completing this information.

SIGNATURE OF **AGENT**

DATE (MM/DD/YYYY)

AGENT'S Printed Name

Applicant sign below - if applicable:

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

SIGNATURE OF **APPLICANT**

DATE (MM/DD/YYYY)

LONG-TERM CARE INSURANCE POTENTIAL RATE INCREASE DISCLOSURE FORM

1. Premium Rate:

Premium rate that is applicable to you and that will be in effect until a request is made and approved for an increase is \$ _____ (as found in Section 11 of the Outline of Coverage).

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

3. Rate Schedule Adjustments:

The Company will provide a description of when premium rate or rate schedule adjustments will be effective: no earlier than your next billing date.

4. Potential Rate Revisions:

This policy 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 with a policy similar to yours.

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

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

***Contingent Nonforfeiture**

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

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

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

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

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

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

Example:

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

| <u>Contingent Nonforfeiture</u> | | | | |
|--|--|--|------------------|--|
| Cumulative Premium Increase over Initial Premium That Qualifies for Contingent Nonforfeiture | | | | |
| (Premium increase is cumulative from the date of original issue. It does NOT represent a one-time 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% |

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 two benefits.

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

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

Triggers for a Substantial Premium Increase

| <u>Issue Age</u> | <u>Percent Increase Over Initial Premium</u> |
|------------------|--|
| 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 will change in the following ways:

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

Example:

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

**PERSONAL HEALTH AND STATUS DECLARATION
SUPPLEMENT TO LONG-TERM CARE INSURANCE APPLICATION**

INSURED (FIRST, MI, LAST)

This form is submitted for: (Select one)

- (1) Delivery of Policy: Policy Number(s) _____
(See Conditions for Delivery of Policy below)
- (2) Change of Policy: Policy Number(s) _____
(Complete one copy and submit with change request)
- (3) OTHER _____

I hereby declare that since the date of my Long-Term Care Insurance application to Northwestern Long Term Care Insurance Company the condition of my health has not changed and that I have not:

- 1. applied for life, disability, long-term care insurance, or health insurance which has been declined, postponed, rated, or modified;
- 2. had, been told I have, been treated or tested for or been medically diagnosed for any symptom, illness, disease, or accident;
- 3. been admitted to a clinic, hospital, convalescent, nursing or medical facility for observation, evaluation, a diagnostic test, an operation, or treatment;
- 4. been evaluated or treated by a licensed physician (including psychiatrist), psychologist, or chiropractor (this includes my usual medical attendant), or visited a counselor, social worker, or other health care practitioner;
- 5. required human assistance or received help in any way with any of the following activities: moving in or out of bed or a chair, controlling bowel or bladder, bathing, eating, dressing, using the toilet, or taking my medication;
- 6. been evaluated for or received nursing home care, home health care (including visiting nurse, therapist, or home health aide visits), or adult day care services;
- 7. used a hospital bed, oxygen equipment, cane, quad cane, walker, wheelchair, or motorized scooter.

If there are any exceptions to any of the above statements, explain in full, including all names and addresses of health care providers and related dates in the space below (attach additional paper, if necessary).

CAUTION: If your answers on this declaration are incorrect or untrue, Northwestern Long Term Care Insurance Company has the right to deny benefits or rescind your policy.

I declare that the answers and statements contained in this declaration are correctly recorded, complete and true to the best of my knowledge and belief. Statements in this declaration are representations and not warranties.

SIGNED AT (CITY / STATE)

DATE (MM/DD/YYYY)

SIGNATURE OF INSURED

Some states require us to inform you that any person who, with intent to defraud, or with knowledge that he/she is facilitating a fraud against the insurer, submits an application or files a claim containing a false or deceptive statement, may be subject to criminal and civil penalties, depending upon state. Such actions may be deemed a felony and substantial fines may be imposed.

CONDITIONS FOR DELIVERY OF POLICY

Prior to delivery the agent must insert the Insured's copy in each policy and complete the statement below attesting to the fact that this insertion has been made.

- 1. If no exceptions are entered in the space provided, delivery of the policy may be made. The completed copy of this form, so attested, is to be sent to **Northwestern Long Term Care Insurance Company**.
- 2. If any exception is noted, the policy is not to be delivered or the premium collected until the attested copy of this page has been sent to **Northwestern Long Term Care Insurance Company** and delivery of the policy has been authorized.

I attest that a true copy of this declaration has been attached to the policy.

DATE (MM/DD/YYYY)

SIGNATURE OF AGENT

**PERSONAL HEALTH AND STATUS DECLARATION
SUPPLEMENT TO LONG-TERM CARE INSURANCE APPLICATION**

INSURED (FIRST, MI, LAST)

This form is submitted for: *(Select one)*

- (1) Delivery of Policy: Policy Number(s) _____
(See Conditions for Delivery of Policy below)
- (2) Change of Policy: Policy Number(s) _____
(Complete one copy and submit with change request)
- (3) OTHER _____

I hereby declare that since the date of my Long-Term Care Insurance application to Northwestern Long Term Care Insurance Company the condition of my health has not changed and that I have not:

1. applied for life, disability, long-term care insurance, or health insurance which has been declined, postponed, rated, or modified;
2. had, been told I have, been treated or tested for or been medically diagnosed for any symptom, illness, disease, or accident;
3. been admitted to a clinic, hospital, convalescent, nursing or medical facility for observation, evaluation, a diagnostic test, an operation, or treatment;
4. been evaluated or treated by a licensed physician (including psychiatrist), psychologist, or chiropractor (this includes my usual medical attendant), or visited a counselor, social worker, or other health care practitioner;
5. required human assistance or received help in any way with any of the following activities: moving in or out of bed or a chair, controlling bowel or bladder, bathing, eating, dressing, using the toilet, or taking my medication;
6. been evaluated for or received nursing home care, home health care (including visiting nurse, therapist, or home health aide visits), or adult day care services;
7. used a hospital bed, oxygen equipment, cane, quad cane, walker, wheelchair, or motorized scooter.

If there are any exceptions to any of the above statements, explain in full, including all names and addresses of health care providers and related dates in the space below (attach additional paper, if necessary).

CAUTION: If your answers on this declaration are incorrect or untrue, Northwestern Long Term Care Insurance Company has the right to deny benefits or rescind your policy.

I declare that the answers and statements contained in this declaration are correctly recorded, complete and true to the best of my knowledge and belief. Statements in this declaration are representations and not warranties.

SIGNED AT (CITY / STATE)

DATE (MM/DD/YYYY)

SIGNATURE OF INSURED

Some states require us to inform you that any person who, with intent to defraud, or with knowledge that he/she is facilitating a fraud against the insurer, submits an application or files a claim containing a false or deceptive statement, may be subject to criminal and civil penalties, depending upon state. Such actions may be deemed a felony and substantial fines may be imposed.

SERFF Tracking Number: NWST-126421641 State: Arkansas
 Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
 Company
 Company Tracking Number: TT.LTC.(1010)
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
 Product Name: TT.LTC.(1010)
 Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Rate/Rule Schedule

| Schedule Item Status: | Document Name: | Affected Form Numbers: (Separated with commas) | Rate Action: | Rate Action Information: | Attachments |
|-----------------------|-------------------------|---|--------------|--------------------------|--------------------------|
| | Rates for TT.LTC.(1010) | TT.LTC.(1010) | New | | RATE TABLES TT (STD).pdf |

Northwestern Long Term Care Insurance Company

Lifetime Pay Long-Term Care Policy

Annual Premium per \$100 of Long-Term Care Monthly Benefit

\$100/Month for Nursing Home, Home Care, & Adult Day Care
12 Week Elimination Period

| Issue Age | Base | | | Automatic Benefit Increase Option With Increases at 5% | | | Automatic Additional Purchase Benefit | | |
|-----------|-------|-------|-----------|---|-------|-----------|--|------|-----------|
| | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited |
| 18 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 19 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 20 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 21 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 22 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 23 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 24 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 25 | 9.70 | 11.70 | 14.50 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 26 | 9.90 | 12.00 | 14.90 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.30 |
| 27 | 10.10 | 12.30 | 15.30 | 49.80 | 65.70 | 86.80 | 0.50 | 1.10 | 2.40 |
| 28 | 10.30 | 12.60 | 15.70 | 49.80 | 65.70 | 86.80 | 0.60 | 1.20 | 2.40 |
| 29 | 10.50 | 12.90 | 16.10 | 49.80 | 65.70 | 86.80 | 0.60 | 1.20 | 2.50 |
| 30 | 10.70 | 13.20 | 16.50 | 49.80 | 65.70 | 86.80 | 0.60 | 1.20 | 2.60 |
| 31 | 10.90 | 13.40 | 16.80 | 49.80 | 65.70 | 86.80 | 0.60 | 1.20 | 2.60 |
| 32 | 11.10 | 13.70 | 17.10 | 49.80 | 65.70 | 86.80 | 0.60 | 1.30 | 2.70 |
| 33 | 11.30 | 14.00 | 17.40 | 49.80 | 65.70 | 86.80 | 0.60 | 1.30 | 2.70 |
| 34 | 11.50 | 14.20 | 17.70 | 49.80 | 65.70 | 86.80 | 0.60 | 1.30 | 2.80 |
| 35 | 11.70 | 14.50 | 18.10 | 49.80 | 65.70 | 86.80 | 0.60 | 1.30 | 2.80 |
| 36 | 11.90 | 14.70 | 18.10 | 49.80 | 65.70 | 86.80 | 0.60 | 1.30 | 2.80 |
| 37 | 12.20 | 14.80 | 18.20 | 49.80 | 65.70 | 86.80 | 0.70 | 1.40 | 2.80 |
| 38 | 12.40 | 15.00 | 18.30 | 49.80 | 65.70 | 86.80 | 0.70 | 1.40 | 2.80 |
| 39 | 12.70 | 15.10 | 18.40 | 49.80 | 65.70 | 86.80 | 0.70 | 1.40 | 2.80 |
| 40 | 12.90 | 15.30 | 18.50 | 49.80 | 65.70 | 86.80 | 0.70 | 1.40 | 2.90 |
| 41 | 13.50 | 16.00 | 19.30 | 50.10 | 66.00 | 87.20 | 0.70 | 1.50 | 3.00 |
| 42 | 14.00 | 16.70 | 20.20 | 50.30 | 66.30 | 87.60 | 0.80 | 1.60 | 3.10 |
| 43 | 14.70 | 17.40 | 21.10 | 50.60 | 66.60 | 87.90 | 0.80 | 1.60 | 3.30 |
| 44 | 15.30 | 18.20 | 22.00 | 50.90 | 66.90 | 88.20 | 0.90 | 1.70 | 3.50 |
| 45 | 15.90 | 19.00 | 23.00 | 51.10 | 67.10 | 88.60 | 0.90 | 1.80 | 3.60 |
| 46 | 16.60 | 19.90 | 24.00 | 51.30 | 67.40 | 88.80 | 1.00 | 1.90 | 3.80 |
| 47 | 17.30 | 20.70 | 25.10 | 51.50 | 67.60 | 89.10 | 1.00 | 2.00 | 4.00 |
| 48 | 18.10 | 21.70 | 26.20 | 51.70 | 67.70 | 89.30 | 1.10 | 2.20 | 4.20 |
| 49 | 18.90 | 22.60 | 27.40 | 51.90 | 67.90 | 89.50 | 1.20 | 2.30 | 4.40 |
| 50 | 19.70 | 23.60 | 28.70 | 52.10 | 68.00 | 89.60 | 1.20 | 2.40 | 4.60 |
| 51 | 20.50 | 24.70 | 29.90 | 52.20 | 68.10 | 89.70 | 1.30 | 2.50 | 4.80 |
| 52 | 21.40 | 25.80 | 31.30 | 52.30 | 68.10 | 89.70 | 1.40 | 2.70 | 5.10 |
| 53 | 22.50 | 27.10 | 32.90 | 52.60 | 68.50 | 90.20 | 1.50 | 2.80 | 5.30 |
| 54 | 23.60 | 28.40 | 34.60 | 52.90 | 68.80 | 90.70 | 1.50 | 3.00 | 5.60 |
| 55 | 24.80 | 29.90 | 36.30 | 53.20 | 69.00 | 91.00 | 1.60 | 3.20 | 5.90 |
| 56 | 26.00 | 31.40 | 38.20 | 53.40 | 69.20 | 91.40 | 1.70 | 3.40 | 6.20 |
| 57 | 27.30 | 33.00 | 40.10 | 53.60 | 69.40 | 91.60 | 1.80 | 3.70 | 6.50 |
| 58 | 29.00 | 35.10 | 42.70 | 54.40 | 70.20 | 92.70 | 2.00 | 3.90 | 6.90 |
| 59 | 30.90 | 37.30 | 45.40 | 55.10 | 70.90 | 93.70 | 2.10 | 4.20 | 7.30 |
| 60 | 32.80 | 39.60 | 48.30 | 55.80 | 71.60 | 94.70 | 2.30 | 4.50 | 7.80 |
| 61 | 34.80 | 42.20 | 51.40 | 56.40 | 72.30 | 95.50 | 2.50 | 4.80 | 8.30 |
| 62 | 37.00 | 44.80 | 54.60 | 57.00 | 72.80 | 96.30 | 2.70 | 5.10 | 8.80 |
| 63 | 40.00 | 48.50 | 59.10 | 58.60 | 74.80 | 98.30 | 2.90 | 5.60 | 9.50 |
| 64 | 43.30 | 52.50 | 64.00 | 60.20 | 76.80 | 100.30 | 3.20 | 6.10 | 10.30 |

Northwestern Long Term Care Insurance Company

Lifetime Pay Long-Term Care Policy

Annual Premium per \$100 of Long-Term Care Monthly Benefit

\$100/Month for Nursing Home, Home Care, & Adult Day Care
12 Week Elimination Period

| Issue Age | Base | | | Automatic Benefit Increase Option With Increases at 5% | | | Automatic Additional Purchase Benefit | | |
|-----------|---------|---------|-----------|---|--------|-----------|--|--------|-----------|
| | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited |
| 65 | 46.80 | 56.80 | 69.20 | 61.70 | 78.80 | 102.10 | 3.50 | 6.70 | 11.10 |
| 66 | 50.70 | 61.40 | 74.90 | 63.30 | 80.70 | 103.80 | 3.80 | 7.30 | 12.10 |
| 67 | 54.80 | 66.40 | 81.10 | 64.70 | 82.50 | 105.40 | 4.20 | 7.90 | 13.00 |
| 68 | 60.50 | 73.40 | 89.50 | 67.70 | 86.30 | 110.20 | 4.60 | 8.80 | 14.40 |
| 69 | 66.80 | 81.00 | 98.90 | 70.70 | 90.20 | 115.00 | 5.20 | 9.80 | 15.90 |
| 70 | 73.70 | 89.40 | 109.20 | 73.70 | 94.10 | 119.80 | 5.80 | 10.90 | 17.60 |
| 71 | 81.40 | 98.70 | 120.50 | 76.80 | 98.00 | 124.70 | 6.40 | 12.10 | 19.50 |
| 72 | 89.90 | 109.00 | 133.10 | 79.80 | 101.90 | 129.50 | 7.20 | 13.50 | 21.50 |
| 73 | 98.70 | 119.60 | 146.10 | 82.80 | 105.90 | 134.60 | 7.90 | 14.90 | 23.70 |
| 74 | 108.30 | 131.20 | 160.30 | 85.90 | 109.90 | 139.80 | 8.80 | 16.50 | 26.00 |
| 75 | 118.90 | 143.90 | 175.90 | 88.90 | 113.90 | 144.80 | 9.80 | 18.20 | 28.60 |
| 76 | 130.60 | 157.90 | 193.00 | 91.80 | 117.70 | 149.80 | 10.80 | 20.10 | 31.40 |
| 77 | 143.40 | 173.20 | 211.80 | 94.60 | 121.50 | 154.70 | 12.00 | 22.20 | 34.50 |
| 78 | 155.80 | 187.90 | 228.20 | 97.00 | 124.80 | 157.90 | 13.10 | 24.30 | 37.30 |
| 79 | 169.20 | 203.90 | 247.70 | 99.20 | 128.00 | 162.10 | 14.40 | 26.60 | 40.50 |
| 80 | 183.90* | 221.10* | 268.80* | | | | 15.80* | 29.10* | 44.10* |
| 81 | 197.30* | 236.80* | 287.80* | | | | 17.10* | 31.40* | 47.40* |
| 82 | 211.80* | 253.50* | 308.20* | | | | 18.50* | 33.80* | 50.90* |
| 83 | 227.30* | 271.40* | 330.10* | | | | 20.10* | 36.40* | 54.70* |
| 84 | 244.00* | 290.60* | 353.40* | | | | 21.70* | 39.30* | 58.80* |
| 85 | 261.80* | 311.20* | 378.50* | | | | 23.50* | 42.40* | 63.10* |
| 86 | 275.00* | 325.90* | 396.50* | | | | 24.80* | 44.50* | 66.10* |
| 87 | 288.80* | 341.30* | 415.30* | | | | 26.20* | 46.60* | 69.20* |
| 88 | 303.30* | 357.50* | 435.20* | | | | 27.60* | 48.90* | 72.50* |
| 89 | 318.60* | 374.40* | 455.90* | | | | 29.10* | 51.30* | 75.90* |
| 90 | 334.60* | 392.20* | 477.60* | | | | 30.60* | 53.90* | 79.60* |
| 91 | 346.40* | 405.60* | 494.70* | | | | 31.80* | 55.80* | 82.60* |
| 92 | 358.70* | 419.50* | 512.50* | | | | 33.00* | 57.80* | 85.90* |
| 93 | 371.40* | 433.90* | 530.90* | | | | 34.20* | 59.80* | 89.20* |
| 94 | 384.60* | 448.80* | 550.00* | | | | 35.40* | 61.90* | 92.60* |
| 95 | 398.30* | 464.20* | 569.80* | | | | 36.80* | 64.10* | 96.20* |
| 96 | 411.00* | 479.80* | 591.00* | | | | 38.00* | 66.60* | 100.40* |
| 97 | 424.20* | 495.90* | 613.00* | | | | 39.20* | 69.20* | 104.80* |
| 98 | 437.70* | 512.60* | 635.80* | | | | 40.50* | 71.80* | 109.30* |
| 99 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 100 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 101 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 102 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 103 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 104 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 105 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 106 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 107 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 108 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 109 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |
| 110 | 451.70* | 529.90* | 659.50* | | | | 41.90* | 74.50* | 114.00* |

* Rates applicable only for increases after issue.

Northwestern Long Term Care Insurance Company

10 Pay Long-Term Care Policy

Annual Premium per \$100 of Long-Term Care Monthly Benefit

\$100/Month for Nursing Home, Home Care, & Adult Day Care

12 Week Elimination Period

| Issue Age | Base | | | Automatic Benefit Increase Option With Increases at 5% | | |
|-----------|--------|--------|-----------|---|--------|-----------|
| | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited |
| 18 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 19 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 20 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 21 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 22 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 23 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 24 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 25 | 25.10 | 30.50 | 37.50 | 188.70 | 256.20 | 343.40 |
| 26 | 25.60 | 31.30 | 38.60 | 186.30 | 252.40 | 338.30 |
| 27 | 26.20 | 32.00 | 39.70 | 183.80 | 248.70 | 333.20 |
| 28 | 26.70 | 32.80 | 40.90 | 181.30 | 244.90 | 328.20 |
| 29 | 27.30 | 33.60 | 42.10 | 178.80 | 241.20 | 323.10 |
| 30 | 27.90 | 34.50 | 43.30 | 176.30 | 237.50 | 318.10 |
| 31 | 28.20 | 34.90 | 43.70 | 173.80 | 234.20 | 313.80 |
| 32 | 28.60 | 35.40 | 44.20 | 171.40 | 230.90 | 309.60 |
| 33 | 28.90 | 35.90 | 44.60 | 168.90 | 227.60 | 305.50 |
| 34 | 29.30 | 36.40 | 45.10 | 166.50 | 224.40 | 301.30 |
| 35 | 29.70 | 36.80 | 45.60 | 164.00 | 221.20 | 297.20 |
| 36 | 30.10 | 37.30 | 46.10 | 161.60 | 218.10 | 293.10 |
| 37 | 30.60 | 37.70 | 46.70 | 159.10 | 215.00 | 288.90 |
| 38 | 31.10 | 38.10 | 47.30 | 156.60 | 211.90 | 284.80 |
| 39 | 31.50 | 38.50 | 47.90 | 154.20 | 208.90 | 280.80 |
| 40 | 32.00 | 38.90 | 48.50 | 151.70 | 205.90 | 276.70 |
| 41 | 33.00 | 40.30 | 50.20 | 150.40 | 203.90 | 274.00 |
| 42 | 34.10 | 41.70 | 51.90 | 149.00 | 202.00 | 271.20 |
| 43 | 35.20 | 43.10 | 53.70 | 147.50 | 200.00 | 268.30 |
| 44 | 36.30 | 44.60 | 55.60 | 146.10 | 197.90 | 265.40 |
| 45 | 37.50 | 46.20 | 57.50 | 144.60 | 195.80 | 262.50 |
| 46 | 38.70 | 47.80 | 59.50 | 143.00 | 193.60 | 259.40 |
| 47 | 39.90 | 49.40 | 61.60 | 141.40 | 191.40 | 256.30 |
| 48 | 41.20 | 51.10 | 63.70 | 139.80 | 189.10 | 253.20 |
| 49 | 42.50 | 52.90 | 66.00 | 138.20 | 186.80 | 249.90 |
| 50 | 43.90 | 54.70 | 68.20 | 136.50 | 184.40 | 246.60 |
| 51 | 45.30 | 56.60 | 70.60 | 134.70 | 181.90 | 243.20 |
| 52 | 46.70 | 58.60 | 73.10 | 132.90 | 179.40 | 239.80 |
| 53 | 48.30 | 60.70 | 75.80 | 131.70 | 177.40 | 237.00 |
| 54 | 49.90 | 62.80 | 78.70 | 130.40 | 175.30 | 234.10 |
| 55 | 51.60 | 65.10 | 81.60 | 129.10 | 173.10 | 231.20 |
| 56 | 53.30 | 67.40 | 84.70 | 127.70 | 170.80 | 228.10 |
| 57 | 55.10 | 69.80 | 87.90 | 126.30 | 168.50 | 224.90 |
| 58 | 57.60 | 72.90 | 91.70 | 125.20 | 167.20 | 222.50 |
| 59 | 60.20 | 76.10 | 95.80 | 123.90 | 165.80 | 220.00 |
| 60 | 62.90 | 79.50 | 100.10 | 122.60 | 164.30 | 217.30 |
| 61 | 65.70 | 83.10 | 104.50 | 121.10 | 162.70 | 214.40 |
| 62 | 68.60 | 86.80 | 109.10 | 119.50 | 160.90 | 211.30 |
| 63 | 72.30 | 91.50 | 115.20 | 118.90 | 159.70 | 209.70 |
| 64 | 76.20 | 96.50 | 121.60 | 118.10 | 158.40 | 207.70 |
| 65 | 80.30 | 101.70 | 128.30 | 117.20 | 156.80 | 205.50 |
| 66 | 84.60 | 107.20 | 135.50 | 116.00 | 155.00 | 202.90 |
| 67 | 89.10 | 113.00 | 143.00 | 114.70 | 153.00 | 200.00 |
| 68 | 95.60 | 121.20 | 153.10 | 116.10 | 154.70 | 201.90 |
| 69 | 102.50 | 129.90 | 163.90 | 117.20 | 156.20 | 203.60 |
| 70 | 109.90 | 139.30 | 175.40 | 118.20 | 157.40 | 204.80 |
| 71 | 117.80 | 149.40 | 187.70 | 118.90 | 158.30 | 205.80 |
| 72 | 126.40 | 160.20 | 200.90 | 119.40 | 159.00 | 206.30 |
| 73 | 134.90 | 171.00 | 214.60 | 120.50 | 160.50 | 208.00 |
| 74 | 144.10 | 182.50 | 229.10 | 121.40 | 161.80 | 209.40 |
| 75 | 153.80 | 194.70 | 244.70 | 122.00 | 162.90 | 210.30 |
| 76 | 164.30 | 207.80 | 261.30 | 122.40 | 163.60 | 210.90 |
| 77 | 175.40 | 221.80 | 279.00 | 122.50 | 164.00 | 210.90 |
| 78 | 207.20 | 249.90 | 303.50 | 130.90 | 168.50 | 213.20 |
| 79 | 225.10 | 271.10 | 329.40 | 133.90 | 172.70 | 218.80 |

Northwestern Long Term Care Insurance Company

To Age 65 Long-Term Care Policy

Annual Premium per \$100 of Long-Term Care Monthly Benefit

\$100/Month for Nursing Home, Home Care, & Adult Day Care

12 Week Elimination Period

| Issue Age | Base | | | Automatic Benefit Increase Option With Increases at 5% | | |
|-----------|-------|-------|-----------|---|--------|-----------|
| | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited |
| 18 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 19 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 20 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 21 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 22 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 23 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 24 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 25 | 12.00 | 14.30 | 17.50 | 80.40 | 108.40 | 143.30 |
| 26 | 12.30 | 14.80 | 18.20 | 80.20 | 108.10 | 142.90 |
| 27 | 12.70 | 15.20 | 18.80 | 80.00 | 107.80 | 142.50 |
| 28 | 13.00 | 15.70 | 19.40 | 79.80 | 107.50 | 142.10 |
| 29 | 13.40 | 16.20 | 20.10 | 79.50 | 107.20 | 141.70 |
| 30 | 13.70 | 16.80 | 20.80 | 79.30 | 106.80 | 141.20 |
| 31 | 14.10 | 17.20 | 21.30 | 79.50 | 107.00 | 141.60 |
| 32 | 14.40 | 17.60 | 21.80 | 79.60 | 107.30 | 141.90 |
| 33 | 14.70 | 18.00 | 22.30 | 79.70 | 107.50 | 142.20 |
| 34 | 15.10 | 18.50 | 22.90 | 79.90 | 107.60 | 142.50 |
| 35 | 15.50 | 18.90 | 23.40 | 80.00 | 107.80 | 142.80 |
| 36 | 15.90 | 19.50 | 24.10 | 80.50 | 108.60 | 143.80 |
| 37 | 16.40 | 20.00 | 24.70 | 81.00 | 109.30 | 144.80 |
| 38 | 16.90 | 20.60 | 25.40 | 81.50 | 110.10 | 145.90 |
| 39 | 17.40 | 21.20 | 26.10 | 82.00 | 110.80 | 146.90 |
| 40 | 17.90 | 21.80 | 26.80 | 82.40 | 111.50 | 147.90 |
| 41 | 19.10 | 23.30 | 28.70 | 84.50 | 114.40 | 151.80 |
| 42 | 20.30 | 24.80 | 30.70 | 86.70 | 117.30 | 155.70 |
| 43 | 21.70 | 26.50 | 32.80 | 88.80 | 120.20 | 159.70 |
| 44 | 23.10 | 28.30 | 35.10 | 91.00 | 123.10 | 163.70 |
| 45 | 24.60 | 30.20 | 37.50 | 93.20 | 126.10 | 167.70 |
| 46 | 26.20 | 32.30 | 40.10 | 95.40 | 129.10 | 171.80 |
| 47 | 27.90 | 34.40 | 42.90 | 97.70 | 132.20 | 176.00 |
| 48 | 29.70 | 36.80 | 45.90 | 99.90 | 135.30 | 180.20 |
| 49 | 31.70 | 39.20 | 49.00 | 102.20 | 138.30 | 184.40 |
| 50 | 33.80 | 41.90 | 52.40 | 104.50 | 141.40 | 188.60 |
| 51 | 36.00 | 44.70 | 56.10 | 106.80 | 144.60 | 192.80 |
| 52 | 38.30 | 47.70 | 60.00 | 109.10 | 147.70 | 197.10 |
| 53 | 42.30 | 52.90 | 66.50 | 115.50 | 155.80 | 208.00 |
| 54 | 46.70 | 58.70 | 73.60 | 122.10 | 164.30 | 219.30 |

Northwestern Long Term Care Insurance Company

Lifetime Pay Paid-Up Non-forfeiture Benefit

Annual Premium per \$100 of Long-Term Care Monthly Benefit

\$100/Month for Nursing Home, Home Care, & Adult Day Care

12 Week Elimination Period

| Issue Age | Base | | | Automatic Benefit Increase Option With Increases at 5% | | | Automatic Additional Purchase Benefit | | |
|-----------|------|------|-----------|---|------|-----------|--|------|-----------|
| | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited |
| 18 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 19 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 20 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 21 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 22 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 23 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 24 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 25 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 26 | 1.70 | 1.80 | 2.00 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 27 | 1.70 | 1.90 | 2.10 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 28 | 1.80 | 1.90 | 2.20 | 2.30 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 29 | 1.80 | 2.00 | 2.20 | 2.40 | 2.80 | 3.40 | 0.10 | 0.10 | 0.10 |
| 30 | 1.80 | 2.00 | 2.30 | 2.40 | 2.90 | 3.40 | 0.10 | 0.10 | 0.10 |
| 31 | 1.90 | 2.10 | 2.30 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.10 |
| 32 | 1.90 | 2.10 | 2.30 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.10 |
| 33 | 1.90 | 2.10 | 2.40 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 34 | 1.90 | 2.20 | 2.40 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 35 | 2.00 | 2.20 | 2.50 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 36 | 2.00 | 2.20 | 2.50 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 37 | 2.10 | 2.30 | 2.50 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 38 | 2.10 | 2.30 | 2.50 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 39 | 2.20 | 2.30 | 2.50 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 40 | 2.20 | 2.30 | 2.50 | 2.40 | 2.90 | 3.50 | 0.10 | 0.10 | 0.20 |
| 41 | 2.30 | 2.40 | 2.60 | 2.50 | 3.00 | 3.60 | 0.10 | 0.10 | 0.20 |
| 42 | 2.30 | 2.50 | 2.70 | 2.60 | 3.10 | 3.70 | 0.10 | 0.10 | 0.20 |
| 43 | 2.40 | 2.60 | 2.80 | 2.70 | 3.20 | 3.90 | 0.10 | 0.10 | 0.20 |
| 44 | 2.50 | 2.70 | 2.90 | 2.80 | 3.30 | 4.00 | 0.10 | 0.10 | 0.20 |
| 45 | 2.60 | 2.80 | 3.00 | 2.90 | 3.50 | 4.10 | 0.10 | 0.10 | 0.20 |
| 46 | 2.70 | 2.80 | 3.10 | 3.00 | 3.60 | 4.30 | 0.10 | 0.10 | 0.30 |
| 47 | 2.70 | 2.90 | 3.20 | 3.10 | 3.70 | 4.40 | 0.10 | 0.10 | 0.30 |
| 48 | 2.80 | 3.00 | 3.30 | 3.30 | 3.80 | 4.50 | 0.10 | 0.10 | 0.30 |
| 49 | 2.90 | 3.10 | 3.40 | 3.40 | 3.90 | 4.70 | 0.10 | 0.20 | 0.30 |
| 50 | 3.00 | 3.20 | 3.60 | 3.50 | 4.10 | 4.80 | 0.10 | 0.20 | 0.40 |
| 51 | 3.10 | 3.30 | 3.70 | 3.60 | 4.20 | 5.00 | 0.10 | 0.20 | 0.40 |
| 52 | 3.20 | 3.50 | 3.80 | 3.80 | 4.40 | 5.10 | 0.10 | 0.20 | 0.40 |
| 53 | 3.30 | 3.60 | 4.00 | 3.90 | 4.50 | 5.30 | 0.10 | 0.20 | 0.40 |
| 54 | 3.50 | 3.70 | 4.10 | 4.00 | 4.60 | 5.40 | 0.10 | 0.20 | 0.50 |
| 55 | 3.60 | 3.90 | 4.30 | 4.10 | 4.70 | 5.50 | 0.10 | 0.30 | 0.50 |
| 56 | 3.70 | 4.00 | 4.50 | 4.30 | 4.80 | 5.70 | 0.20 | 0.30 | 0.50 |
| 57 | 3.90 | 4.20 | 4.60 | 4.40 | 5.00 | 5.80 | 0.20 | 0.30 | 0.50 |
| 58 | 4.10 | 4.40 | 4.90 | 4.50 | 5.00 | 5.90 | 0.20 | 0.30 | 0.60 |
| 59 | 4.30 | 4.60 | 5.10 | 4.60 | 5.10 | 6.00 | 0.20 | 0.40 | 0.60 |
| 60 | 4.50 | 4.80 | 5.40 | 4.70 | 5.20 | 6.10 | 0.20 | 0.40 | 0.70 |
| 61 | 4.70 | 5.10 | 5.70 | 4.80 | 5.30 | 6.30 | 0.30 | 0.40 | 0.70 |
| 62 | 4.90 | 5.30 | 6.00 | 4.90 | 5.40 | 6.40 | 0.30 | 0.50 | 0.70 |
| 63 | 5.20 | 5.70 | 6.40 | 5.10 | 5.50 | 6.50 | 0.30 | 0.50 | 0.80 |
| 64 | 5.50 | 6.10 | 6.90 | 5.30 | 5.60 | 6.60 | 0.30 | 0.50 | 0.90 |

Northwestern Long Term Care Insurance Company

Lifetime Pay Paid-Up Non-forfeiture Benefit

Annual Premium per \$100 of Long-Term Care Monthly Benefit

\$100/Month for Nursing Home, Home Care, & Adult Day Care

12 Week Elimination Period

| Issue Age | Base | | | Automatic Benefit Increase Option With Increases at 5% | | | Automatic Additional Purchase Benefit | | |
|-----------|--------|--------|-----------|---|------|-----------|--|-------|-----------|
| | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited | 3 Yr | 6 Yr | Unlimited |
| 65 | 5.90 | 6.50 | 7.30 | 5.50 | 5.80 | 6.80 | 0.40 | 0.60 | 0.90 |
| 66 | 6.20 | 6.90 | 7.90 | 5.70 | 5.90 | 6.90 | 0.40 | 0.60 | 1.00 |
| 67 | 6.60 | 7.40 | 8.40 | 5.90 | 6.10 | 7.10 | 0.50 | 0.70 | 1.10 |
| 68 | 7.00 | 7.90 | 9.00 | 6.00 | 6.40 | 7.40 | 0.50 | 0.80 | 1.20 |
| 69 | 7.50 | 8.50 | 9.70 | 6.20 | 6.70 | 7.80 | 0.60 | 0.90 | 1.30 |
| 70 | 8.00 | 9.10 | 10.40 | 6.40 | 7.00 | 8.10 | 0.60 | 0.90 | 1.40 |
| 71 | 8.60 | 9.70 | 11.20 | 6.60 | 7.30 | 8.50 | 0.70 | 1.00 | 1.60 |
| 72 | 9.20 | 10.40 | 12.10 | 6.80 | 7.60 | 8.90 | 0.70 | 1.20 | 1.70 |
| 73 | 9.70 | 10.80 | 12.50 | 7.00 | 7.80 | 9.10 | 0.80 | 1.20 | 1.80 |
| 74 | 10.20 | 11.30 | 12.90 | 7.20 | 8.10 | 9.40 | 0.80 | 1.30 | 1.90 |
| 75 | 10.80 | 11.70 | 13.40 | 7.40 | 8.30 | 9.70 | 0.90 | 1.40 | 2.00 |
| 76 | 11.40 | 12.20 | 13.90 | 7.70 | 8.60 | 10.00 | 0.90 | 1.40 | 2.10 |
| 77 | 12.00 | 12.70 | 14.40 | 7.90 | 8.80 | 10.30 | 0.90 | 1.50 | 2.20 |
| 78 | 12.60 | 13.70 | 15.30 | 8.10 | 9.10 | 10.50 | 1.00 | 1.60 | 2.70 |
| 79 | 13.20 | 14.30 | 16.10 | 8.40 | 9.40 | 10.80 | 1.10 | 1.80 | 2.90 |
| 80 | 13.80* | 15.00* | 16.80* | | | | 1.20* | 1.90* | 3.10* |
| 81 | 14.60* | 15.80* | 17.70* | | | | 1.30* | 2.00* | 3.30* |
| 82 | 15.40* | 16.70* | 18.70* | | | | 1.30* | 2.20* | 3.60* |
| 83 | 16.20* | 17.60* | 19.80* | | | | 1.40* | 2.40* | 3.80* |
| 84 | 17.10* | 18.60* | 20.90* | | | | 1.60* | 2.50* | 4.10* |
| 85 | 18.10* | 19.60* | 22.00* | | | | 1.70* | 2.70* | 4.40* |
| 86 | 19.70* | 21.40* | 24.00* | | | | 1.80* | 2.90* | 4.80* |
| 87 | 21.50* | 23.40* | 26.20* | | | | 1.90* | 3.10* | 5.10* |
| 88 | 23.40* | 25.40* | 28.50* | | | | 2.10* | 3.40* | 5.50* |
| 89 | 25.50* | 27.70* | 31.00* | | | | 2.20* | 3.60* | 5.90* |
| 90 | 27.70* | 30.10* | 33.70* | | | | 2.40* | 3.90* | 6.40* |
| 91 | 28.30* | 30.70* | 34.40* | | | | 2.60* | 4.20* | 6.90* |
| 92 | 28.80* | 31.30* | 35.10* | | | | 2.80* | 4.50* | 7.40* |
| 93 | 29.40* | 32.00* | 35.80* | | | | 3.00* | 4.90* | 7.90* |
| 94 | 30.10* | 32.60* | 36.60* | | | | 3.20* | 5.20* | 8.50* |
| 95 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 96 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 97 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 98 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 99 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 100 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 101 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 102 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 103 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 104 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 105 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 106 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 107 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 108 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 109 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |
| 110 | 30.70* | 33.30* | 37.30* | | | | 3.40* | 5.60* | 9.10* |

* Rates applicable only for increases after issue.

Northwestern Long Term Care Insurance Company

Survivorship Benefit Premium Percentage

| Issue Age | Base | Base Policy Plus Automatic Benefit Increase Option | Base Policy Plus Automatic Additional Purchase Benefit |
|-----------|--------|--|--|
| 18 | 12.00% | 21.00% | 17.00% |
| 19 | 12.00% | 21.00% | 17.00% |
| 20 | 12.00% | 21.00% | 17.00% |
| 21 | 12.00% | 21.00% | 17.00% |
| 22 | 12.00% | 21.00% | 17.00% |
| 23 | 12.00% | 21.00% | 17.00% |
| 24 | 12.00% | 21.00% | 17.00% |
| 25 | 12.00% | 21.00% | 17.00% |
| 26 | 12.00% | 21.00% | 17.00% |
| 27 | 12.00% | 21.00% | 17.00% |
| 28 | 12.00% | 21.00% | 17.00% |
| 29 | 12.00% | 21.00% | 17.00% |
| 30 | 12.00% | 21.00% | 17.00% |
| 31 | 12.00% | 21.00% | 17.00% |
| 32 | 12.00% | 21.00% | 17.00% |
| 33 | 12.00% | 21.00% | 17.00% |
| 34 | 12.00% | 21.00% | 17.00% |
| 35 | 12.00% | 21.00% | 17.00% |
| 36 | 12.00% | 21.00% | 17.00% |
| 37 | 12.00% | 21.00% | 17.00% |
| 38 | 12.00% | 21.00% | 17.00% |
| 39 | 12.00% | 21.00% | 17.00% |
| 40 | 12.00% | 21.00% | 17.00% |
| 41 | 12.00% | 22.00% | 17.00% |
| 42 | 12.00% | 22.00% | 18.00% |
| 43 | 13.00% | 22.00% | 18.00% |
| 44 | 13.00% | 22.00% | 19.00% |
| 45 | 14.00% | 23.00% | 19.00% |
| 46 | 14.00% | 23.00% | 20.00% |
| 47 | 15.00% | 23.00% | 20.00% |
| 48 | 15.00% | 24.00% | 21.00% |
| 49 | 15.00% | 24.00% | 22.00% |
| 50 | 16.00% | 24.00% | 22.00% |
| 51 | 16.00% | 24.00% | 23.00% |
| 52 | 17.00% | 25.00% | 23.00% |
| 53 | 17.00% | 25.00% | 24.00% |
| 54 | 17.00% | 25.00% | 24.00% |
| 55 | 18.00% | 25.00% | 24.00% |
| 56 | 18.00% | 25.00% | 25.00% |
| 57 | 19.00% | 26.00% | 25.00% |
| 58 | 19.00% | 26.00% | 25.00% |
| 59 | 19.00% | 26.00% | 26.00% |
| 60 | 20.00% | 26.00% | 26.00% |
| 61 | 20.00% | 26.00% | 26.00% |
| 62 | 20.00% | 27.00% | 27.00% |
| 63 | 20.00% | 27.00% | 27.00% |
| 64 | 21.00% | 27.00% | 27.00% |

Northwestern Long Term Care Insurance Company

Survivorship Benefit Premium Percentage

| Issue Age | Base | Base Policy Plus Automatic Benefit Increase Option | Base Policy Plus Automatic Additional Purchase Benefit |
|-----------|---------|--|--|
| 65 | 21.00% | 27.00% | 27.00% |
| 66 | 21.00% | 27.00% | 27.00% |
| 67 | 22.00% | 27.00% | 27.00% |
| 68 | 22.00% | 27.00% | 27.00% |
| 69 | 22.00% | 26.00% | 26.00% |
| 70 | 22.00% | 26.00% | 26.00% |
| 71 | 22.00% | 26.00% | 26.00% |
| 72 | 22.00% | 26.00% | 25.00% |
| 73 | 21.00% | 25.00% | 24.00% |
| 74 | 21.00% | 25.00% | 23.00% |
| 75 | 21.00% | 24.00% | 23.00% |
| 76 | 20.00% | 24.00% | 22.00% |
| 77 | 20.00% | 23.00% | 21.00% |
| 78 | 20.00% | 23.00% | 21.00% |
| 79 | 20.00% | 23.00% | 21.00% |
| 80 | 20.00%* | | 21.00%* |
| 81 | 20.00%* | | 21.00%* |
| 82 | 20.00%* | | 21.00%* |
| 83 | 20.00%* | | 21.00%* |
| 84 | 20.00%* | | 21.00%* |
| 85 | 20.00%* | | 21.00%* |
| 86 | 20.00%* | | 21.00%* |
| 87 | 20.00%* | | 21.00%* |
| 88 | 20.00%* | | 21.00%* |
| 89 | 20.00%* | | 21.00%* |
| 90 | 20.00%* | | 21.00%* |
| 91 | 20.00%* | | 21.00%* |
| 92 | 20.00%* | | 21.00%* |
| 93 | 20.00%* | | 21.00%* |
| 94 | 20.00%* | | 21.00%* |
| 95 | 20.00%* | | 21.00%* |
| 96 | 20.00%* | | 21.00%* |
| 97 | 20.00%* | | 21.00%* |
| 98 | 20.00%* | | 21.00%* |
| 99 | 20.00%* | | 21.00%* |
| 100 | 20.00%* | | 21.00%* |
| 101 | 20.00%* | | 21.00%* |
| 102 | 20.00%* | | 21.00%* |
| 103 | 20.00%* | | 21.00%* |
| 104 | 20.00%* | | 21.00%* |
| 105 | 20.00%* | | 21.00%* |
| 106 | 20.00%* | | 21.00%* |
| 107 | 20.00%* | | 21.00%* |
| 108 | 20.00%* | | 21.00%* |
| 109 | 20.00%* | | 21.00%* |
| 110 | 20.00%* | | 21.00%* |

* Percentages applicable only for increases after issue.

SERFF Tracking Number: NWST-126421641 State: Arkansas
 Filing Company: Northwestern Long Term Care Insurance State Tracking Number: 44747
 Company
 Company Tracking Number: TT.LTC.(1010)
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
 Product Name: TT.LTC.(1010)
 Project Name/Number: TT.LTC.(1010)/TT.LTC.(1010)

Supporting Document Schedules

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Flesch Certification | | |
| Comments: | | |
| Attachment: AR Readability Cert.pdf | | |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Bypassed - Item: Application | | |
| Bypass Reason: the forms and applications are indicated in the Form Schedule Tab. thank you. | | |
| Comments: | | |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Outline of Coverage | | |
| Comments: | | |
| Attachment: AR 90 1970 LTC (1010).pdf | | |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Statement of Variability | | |
| Comments: | | |
| Attachment: Std PARTNERSHIP TT LTC Statement of Variability.pdf | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Satisfied - Item: Partnership Certification | | |
| Comments: | | |

CERTIFICATION OF READABILITY

State of

| Form Number | Flesch Readability Score |
|---------------------|--------------------------|
| TT.LTC.(1010) | 50.4 |
| TT.LTC.ABI.(1010) | 52.6 |
| TT.LTC.APB.(1010) | 51.4 |
| TT.LTC.SB.(1010) | 51.1 |
| TT.LTC.NFB.(1010) | 53.9 |
| TT.LTC.NFBLP.(1010) | 51.3 |
| 90-1968 LTC (1010) | 50.1 |
| 90-1279 LTC (1010) | 50.3 |
| 90-0600 LTC (1010) | 51.0 |

*Scored with the TT.LTC.(1010) policy

I certify that to the best of my knowledge and belief, the above-referenced form(s) meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations in the state of

_____.

Company



Signature

Name

Title

Date

**LONG-TERM CARE INSURANCE
OUTLINE OF COVERAGE FOR TT.LTC.(1010)**

Guaranteed Renewable For Life

Caution: The issuance of this long-term care insurance policy is based upon your responses to the questions on your application. A copy of your application will be enclosed in the policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your policy. 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 the Company at this address: P. O. Box 64009, St. Paul, Minnesota 55164.

Notice to buyer: This policy may not cover all of the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all policy limitations.

1. The policy is an individual policy of insurance.

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 policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual policy contains governing contractual provisions. 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

The 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 IN FORCE OR DISCONTINUED
RENEWABILITY: THE POLICY IS GUARANTEED RENEWABLE FOR LIFE**

You have the right, subject to the terms of your policy, to continue the policy as long as you pay your premiums on time. The Northwestern Long Term Care 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.**

WAIVER OF PREMIUM PROVISIONS

Premiums will be waived when the Insured has a Need for Long-Term Care. If a premium is waived on a policy anniversary, an annual premium will be waived.

**5. TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS
THE COMPANY HAS THE RIGHT TO CHANGE PREMIUMS ON A CLASS BASIS.**

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

RIGHT TO RETURN POLICY

If for any reason you are dissatisfied with your long-term care policy you have the right to return it within 30 days and receive a full refund. The policy may be returned to the agent through whom it was purchased or to the administration office of the Company at P. O. Box 64009, St. Paul, Minnesota 55164.

PREMIUM REFUND AT DEATH OR CANCELLATION

The Company will refund that portion of any premium paid for a period beyond the date of the Insured's Death or beyond the date of cancellation by the Insured.

7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the insurance company. Neither the Northwestern Long Term Care 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, preventative, 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 provides coverage in the form of a benefit for reimbursement for covered long-term care expenses, subject to policy limitations and waiting periods.

9. BENEFITS PROVIDED BY THE POLICY

To be eligible for payment of benefits, the Company determines that a Licensed Health Care Practitioner has certified within the last 12 months that the Insured is chronically ill (has a Need for Long-Term Care), and qualified services are received from Appropriate Providers of Care. A Need for Long-Term Care means the Insured needs substantial assistance to perform two of the Activities of Daily Living for at least 90 days, or the Insured needs substantial supervision to protect the Insured from threats to health and safety due to a severe cognitive impairment. Substantial assistance means hands-on assistance and standby assistance. The Activities of Daily Living are bathing, continence, dressing, eating, toileting, and transferring. A severe cognitive impairment means a loss or deterioration in intellectual capacity that is comparable to and includes Alzheimer's disease and similar forms of irreversible dementia.

The amount of long-term care benefit payable in a month is the lesser of: (1) the Maximum Monthly Limit; and (2) the Monthly Covered Charge. Benefits are payable as of the Beginning Date, which is the day following the Elimination Period. The Elimination Period is the number of weeks the Insured incurs Qualifying Expenses before benefits begin. If the Insured incurs Qualifying Expenses at least one day in a calendar week, that week will count towards the Elimination Period. The total of benefits payable under the policy will not be greater than the Benefit Account Value.

The Monthly Benefit will also be payable prior to the Beginning Date if the other requirements for benefits to be payable are met, and the Insured is receiving respite care or hospice care. Respite care is care provided in one of the appropriate care settings and is intended to give temporary relief to the informal caregiver. Hospice care is inpatient or outpatient services designed to provide palliative care and alleviate discomforts if the Insured has less than six months' life expectancy.

A benefit of 20 percent of the Monthly Benefit will be available to pay for expenses to train an informal caregiver. This benefit is available prior to or after the Beginning Date.

The Company may apportion and pay dividends annually. Any dividends will be used to reduce future premiums, or if not so used will be refunded at the earlier of the cancellation or termination of the policy or the death of the insured.

10. LIMITATIONS AND EXCLUSIONS

There will be no benefits for:

- a Need for Long-Term Care that is primarily due to alcoholism or drug addiction;
- care which is received outside the 50 United States, the District of Columbia or the country of Canada;
- care which is provided by an Immediate Family Member; unless the family member provides such care as an employee of a Home Health Care Agency;
- any care that may be payable under any federal, state or other governmental health care plan or law, except Medicaid; or
- expenses that would normally be provided at no charge in the absence of insurance.

If benefits payable under the policy and any other coverage for long-term care are greater than actual expenses, the benefit payable may be adjusted.

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. The benefit level will not increase over time without the purchase of an additional benefit. If elected, the Automatic Benefit Increase or the Automatic Additional Purchase Benefit listed in the Additional Benefits Available for Extra Premium section below may supplement the benefits provided by the basic policy. The guaranteed option to buy additional benefits is under the Additional Benefits section below. The additional benefit increases are made regardless of the Insured's health.

ADDITIONAL BENEFITS AVAILABLE FOR EXTRA PREMIUM

Additional benefits that you elected to be part of your policy are checked in the Benefits and Premiums section below.

- **Automatic Benefit Increase**

The Company will annually increase the Maximum Monthly Limits and the Benefit Account Value. Each increase will be based on the increase percentage shown in the contract. The premium is payable for the life of the policy. Premiums will not increase due to the increase in coverage.

- **Automatic Additional Purchase Benefit**

The Company will annually increase the Maximum Monthly Limits and the Benefit Account Value based on 5% compounded annually. The premium will increase on each policy anniversary when coverage increases.

- **Paid-Up Nonforfeiture Benefit**

Beginning on the third policy anniversary, the Company will provide a Nonforfeiture Benefit if any premium is unpaid at the end of the grace period.

- **Survivorship Benefit**

The Policy will become paid-up on the death of the Insured's Spouse. The Spouse must also have a long-term care policy with this benefit.

12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS

The policy does not exclude coverage for insureds clinically diagnosed as having Alzheimer's disease or related degenerative and dementing diseases.

13. BENEFITS AND PREMIUMS

Maximum Monthly Limit

| |
|---|
| NURSING HOME (PER MONTH) \$ |
| ALTERNATE LIVING FACILITIES (PER MONTH) \$ |
| HOME HEALTH OR ADULT DAY CARE (PER MONTH) \$ |

| |
|---|
| ELIMINATION PERIOD (WEEKS OF QUALIFYING EXPENSES) |
| BENEFIT ACCOUNT VALUE \$ |
| PREMIUM MODE |

Premium

| | |
|--|-----------------|
| BASIC POLICY | \$ _____ |
| ADDITIONAL BENEFITS: | |
| Benefit Increases | |
| <input type="checkbox"/> Automatic Benefit Increase | \$ _____ |
| OR | |
| <input type="checkbox"/> Automatic Additional Purchase Benefit | \$ _____ |
| <input type="checkbox"/> Paid-Up Nonforfeiture Benefit | \$ _____ |
| <input type="checkbox"/> Survivorship Benefit | \$ _____ |
| TOTAL GROSS PREMIUM | \$ _____ |

14. ADDITIONAL FEATURES

The policy is medically underwritten.

15. CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE POLICY.

ARKANSAS SHIP (800) 224-6330

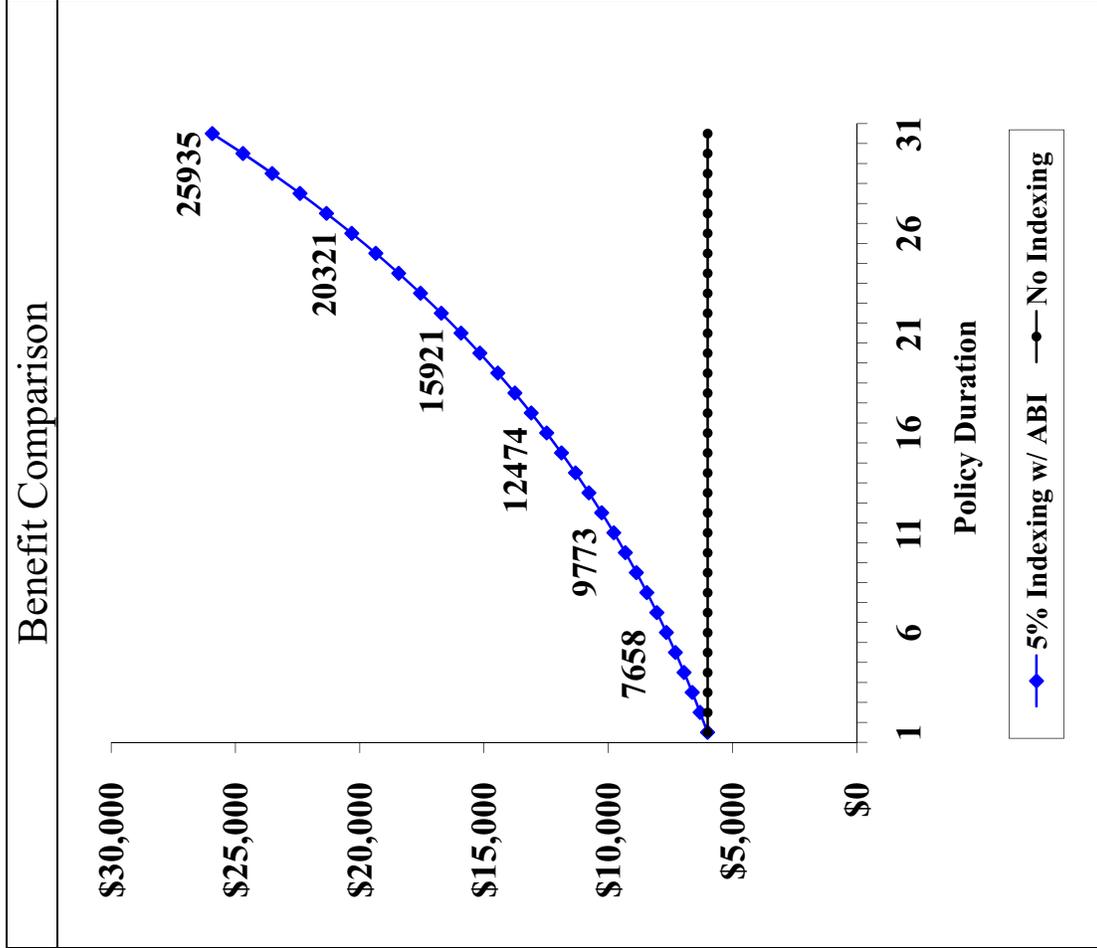
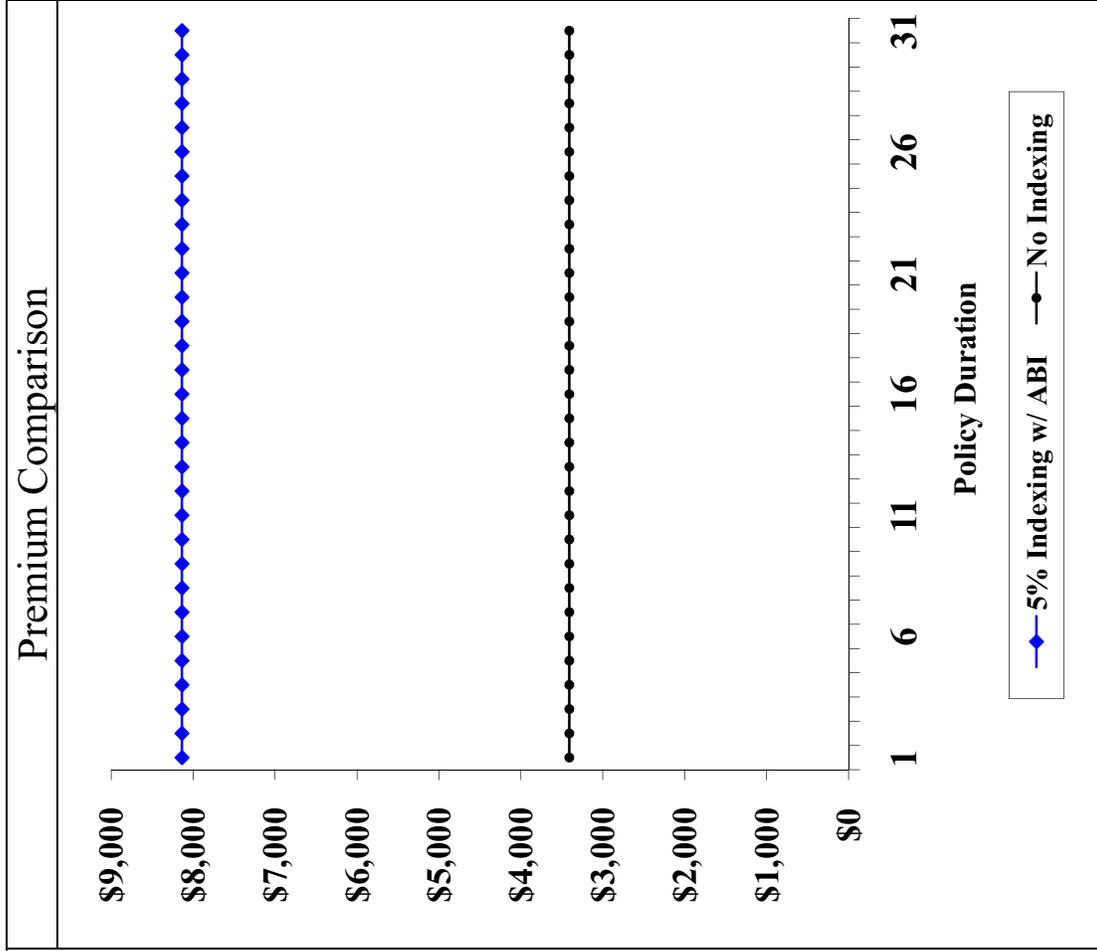
APPEALS PROCEDURE

The Insured may submit a written request for review by the Company of the denial of a benefit under the policy. The Company will send the Insured a written explanation of the Company's decision.

Claim inquiries should be directed to the Company's long-term care administration office at P.O. Box 3230, Milwaukee, Wisconsin 53201-3230, (800) 748-9493, or to your nearest general agency.

Indexing Options

Age 65, 12 week Elimination Period, 6 Year Benefit Period
 Maximum Monthly Limit - \$6000



STATEMENT OF VARIABILITY
For Policy Form TT.LTC.(1010)

| Contract Provision | Contract Reference | Variability |
|-------------------------------|---------------------------|---|
| Signatures of CEO & Secretary | Front Cover | These will only change if there is a change to the CEO or Secretary. |
| State of Issue | Front Cover, Page 3, 3A | This will vary depending on the State in which the policy was issued. |
| Insured | Front Cover, Page 3, 3A | This will vary depending on the Insured's name. |
| Policy Date | Front Cover, Page 3, 3A | This will vary depending on when the policy is issued. |
| Age and Sex | Front Cover, Page 3, 3A | This will vary depending on the age and sex of the Insured. |
| Policy Number | Front Cover, Page 3, 3A | This will vary depending on the Policy Number when the policy is issued. |
| Partnership | Front Cover, Page 3, 3A | This is the date that the policy's Partnership is effective. |
| Date of Issue | Front Cover, Page 3, 3A | The date that coverage begins |
| Additional Benefits | Page 3 | Automatic Benefit Increase ~ increase percentage ~ 3, 4, or 5%. Automatic Additional Purchase Benefit (if this benefit is chosen, additional values will be provided on page 4) Paid-Up Nonforfeiture Benefit Survivorship Benefit (<i>name of Insured's Spouse or Companion to whom the Survivorship Benefit is linked</i>) |
| Premium Payment Durations | Page 3 | The following durations are available: <ul style="list-style-type: none"> • Lifetime • 10 Pay • To Age 65 |

Premium Modes, Durations,
and Discount language.

Page 3

The options for premium modes are:

- Annual
- Semi-Annual
- Monthly
- Quarterly

Depending on which premium mode and premium payment duration is chosen, the following language will be used:

Lifetime:

Annual

An {annual} premium is payable on the Policy Date and on every policy anniversary after that.

The current {annual} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.} Premiums are not guaranteed and can be changed by class.

Semi-Annual

A {semi-annual} premium is payable on the Policy Date and every {six months} after that. The {semi-annual} premium equals the annual premium multiplied by {0.512}.

The current {semi-annual} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.} Premiums are not guaranteed and can be changed by class.

Quarterly

A {quarterly} premium is payable on the Policy Date and every {three months} after that. The {quarterly} premium equals the annual premium multiplied by {0.259}.

The current {quarterly} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife

Discount}.} Premiums are not guaranteed and can be changed by class.

Monthly

A {monthly} premium, plus an administrative charge if applicable, is payable on the Policy Date and every {month} after that. The {monthly} premium equals the annual premium multiplied by {0.087}.

The current {monthly} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion} Discount {and a {5}% MultiLife Discount}.} Premiums are not guaranteed and can be changed by class.

10 Pay

Annual

***This Policy has a Paid-Up feature. Premiums are payable for {10} years from the Policy Date.**

{An {annual} premium is payable on the Policy Date and on every policy anniversary after that.}

The current {annual} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion} Discount {and a {5}% MultiLife Discount}.} If all premiums are paid when due, this Policy will become paid-up after it has been in force for a period of {10} years; however, premiums are not guaranteed and can be changed by class during the premium paying period.

Semi-Annual

***This Policy has a Paid-Up feature. Premiums are payable for {10} years from the Policy Date.**

{A {semi-annual} premium is payable on the Policy Date and every {six months} after that. The {semi-annual} premium equals the annual premium multiplied by {0.512}.

The current {semi-annual} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.} If all premiums are paid when due, this Policy will become paid-up after it has been in force for a period of {10} years; however, premiums are not guaranteed and can be changed by class during the premium paying period.

Quarterly

***This Policy has a Paid-Up feature. Premiums are payable for {10} years from the Policy Date.**

{A {quarterly} premium is payable on the Policy Date and every {three months} after that. The {quarterly} premium equals the annual premium multiplied by {0.259}.}

The current {quarterly} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.} If all premiums are paid when due, this Policy will become paid-up after it has been in force for a period of {10} years; however, premiums are not guaranteed and can be changed by class.

Monthly

***This Policy has a Paid-Up feature. Premiums are payable for {10} years from the Policy Date.**

{A {monthly} premium, plus an administrative charge if applicable, is payable on the Policy Date and every {month} after that. The {monthly} premium equals the annual premium multiplied by {0.087}.}

The current {monthly} premium is \${3,701.00}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.} If all premiums are paid when due, this Policy will become paid-up after it has been in force for a period

of {10} years; however, premiums are not guaranteed and can be changed by class.

Premiums to Age 65

Annual

***This Policy has a paid-up feature.
Premiums are payable to age 65.**

An {annual} premium is payable on the Policy Date and on every policy anniversary after that.

The current {annual} premium is \${x,xxx.xx}. {The premium reflects a {xx}% {Spousal}{Companion}} Discount {and a {x}% MultiLife Discount}.} If all premiums are paid when due, this Policy will become Paid-Up after it has been in force for a period of {amount of years to age 65} years; however, premiums are not guaranteed and can be changed by class during the premium paying period.

Semi-Annual

***This Policy has a paid-up feature.
Premiums are payable to age 65.**

A {semi-annual} premium is payable on the Policy Date and every {six months} after that. The {semi-annual} premium equals the annual premium multiplied by {0.512}.

The current {semi-annual} premium is \${x,xxx.xx}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.} If all premiums are paid when due, this Policy will become Paid-Up after it has been in force for a period of {amount of years to age 65} years; however, premiums are not guaranteed and can be changed by class during the premium paying period.

Quarterly

***This Policy has a paid-up feature.
Premiums are payable to age 65.**

| | | |
|-----------------------|---------|--|
| | | <p>A {quarterly} premium is payable on the Policy Date and every {three months} after that. The {quarterly} premium equals the annual premium multiplied by {0.259}.</p> <p>The current {quarterly} premium is \${x,xxx.xx}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.) If all premiums are paid when due, this Policy will become Paid-Up after it has been in force for a period of {amount of years to age 65} years; however, premiums are not guaranteed and can be changed by class.</p> <p>Monthly *This Policy has a paid-up feature. Premiums are payable to age 65.</p> <p>A {monthly} premium, plus an administrative charge if applicable, is payable on the Policy Date and every {month} after that. The {monthly} premium equals the annual premium multiplied by {0.087}.</p> <p>The current {monthly} premium is \${x,xxx.xx}. {The premium reflects a {15}% {Spousal}{Companion}} Discount {and a {5}% MultiLife Discount}.) If all premiums are paid when due, this Policy will become Paid-Up after it has been in force for a period of {amount of years to age 65} years; however, premiums are not guaranteed and can be changed by class.</p> |
| Elimination Period | Page 3A | <p>The following options are available:</p> <ul style="list-style-type: none"> • 6 weeks • 12 weeks • 25 weeks • 52 weeks |
| Maximum Monthly Limit | Page 3A | Available in \$100 increments |

| | | |
|--|----------------|--|
| <p>Percentage of Maximum Monthly Limit</p> | <p>Page 3A</p> | <p>This will vary depending on if the Automatic Benefit Increase is chosen and at which percentage (3, 4, or 5%).</p> <p>If the Automatic Additional Purchase Benefit is chosen, the following language will appear: On each policy anniversary when there is an Automatic Additional Purchase Benefit increase, the Maximum Monthly Limit will increase by 5%.</p> |
| <p>Benefit Account Value</p> | <p>Page 3A</p> | <p>This amount can reflect if the policy has the 3 or 6 year benefit period, if so, the amount shown will be the Benefit Account Value as of the policy date.</p> <p>Or it could be “Unlimited” if the policy has the lifetime benefit period option.</p> |
| <p>Percentage of Benefit Account Value</p> | <p>Page 3A</p> | <p>This will vary depending on if the Automatic Benefit Increase is chosen and at which percentage (3, 4, or 5%).</p> <p>If the Automatic Additional Purchase Benefit is chosen, the following language will appear: On each policy anniversary when there is an Automatic Additional Purchase Benefit increase, the Benefit Account Value will increase by 5% of the Benefit Account Value Remaining.</p> |

APPENDIX C
ISSUER CERTIFICATION FORM
(relating to Qualified State Long-Term Care Insurance Partnership)

In order to provide the Insurance Commissioner with information necessary to provide a certification for policies, this Issuer Certification Form requires information and a certification from issuers of long-term care insurance policies with respect to policy forms that may be covered under the Qualified Partnership of the State.

An insurance company may request certification of policies from time to time and, accordingly, may supplement this issuer certification form, *e.g.*, as it introduces new long-term care insurance policy forms for issuance.

I. GENERAL INFORMATION

A. Name, address and telephone number of issuer:

NorthWestern Long Term Care Insurance Company
720 E. Wisconsin Avenue
Milwaukee, WI 53202 (800)890-6704

B. Name, address, telephone number, and email address (if available) of an employee of issuer who will be the contact person for information relating to this form:

Jason Gross jasongross@northwesternmutual.com
720 E. Wisconsin Avenue
Milwaukee, WI 53202 (414)665-4549

C. Policy form number(s) (or other identifying information, such as certificate series) for policies covered by this Issuer Certification Form (expand the space below as required):

TT.LTC.(1010)

Specimen copies of each of the above policy forms, including any riders and endorsements, shall be provided upon request.

II. CERTIFICATIONS

- A. I hereby certify that the policy forms listed above are in compliance with Rule 13 and Rule 94 and all other Arkansas statutes and rules regarding long-term care insurance.
- B. I hereby certify to the best of my knowledge and belief that all producers who sell, solicit or negotiate long-term care insurance products on {insert issuer name's} behalf have received the training required for Partnership policies and that they demonstrate an understanding of the policies and their relationship to public and private long-term care coverage.
- C. I hereby certify that the answers, accompanying documents, and other information set forth herein are, to the best of my knowledge and belief, true, correct, and complete.

02/03/2010
Date

Ted A. Matchulat - Product Compliance Officer
Name and title of officer of the Issuer


Signature of officer of the Issuer