

Continental General Insurance Company

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**Actuarial Memorandum Supporting Rate Revisions for
Long Term Care Insurance Base Policy Forms and Riders Associated with
4LTCIP0001**

PUBLIC

1 SCOPE AND PURPOSE

The purpose of this memorandum is to provide actuarial information supporting a rate revision to the Base Policy Forms and Riders of the Continental General Insurance Company (the Company) long-term care (LTC) policy form referenced above.

These policies were originally sold under the name Great American Life Insurance Company (GALIC). Virtually all of the GALIC policies have been novated into United Teacher Associates (UTA), and the remaining GALIC policies are 100% ceded to UTA. All policies issued in Florida are 100% ceded to GALIC and therefore are excluded from this analysis. Effective December 31, 2016, UTA (inactive NAIC No: 63479) merged into Continental General Insurance Company (active NAIC No: 71404). Effective 5/28/2021, GALIC (NAIC Company 63312) was acquired by Mass Mutual.

Some riders may not be available in all states.

These forms are no longer being marketed in any state and the Company is no longer selling any new Long-Term Care Insurance.

In this filing, the Company is requesting an 120% premium rate increase. The Company intends to implement this rate increase in phases of no more than 15% annually, pursuant to COMAR 31.14.01.04(A)(5). The proposed implementation schedule is 5 annual phases of 15%, followed by a final phase of 9.4% (15%, 15%, 15%, 15%, 15%, 9.4%).

The Company would like to note that the justified rate increase indicated by a methodology consistent with the discussions and final document produced by the NAIC Pricing Subgroup's ("Long-term Care Insurance Approaches to Reviewing Premium Rate Increases") is 120%.

The first phase of the rate increase will be effective on the first premium due date after state insurance department approval and in accordance with state policyholder notification requirements. Additionally, no policyholder will receive a rate increase sooner than one year after receiving a prior increase, if applicable

This rate filing is not intended to be used for other purposes.

The body of this actuarial memorandum was written to apply to each state where these products were issued.

Please refer to Section 21 for a description of the information contained in each Appendix.

2 POLICYHOLDER OPTIONS TO MITIGATE IMPACT OF PREMIUM RATE INCREASE

Optional Policyholder offers to Reduce Benefits

The Company will give policyholders Benefit Reduction Offers to help mitigate the impact to policyholders of the premium rate increase on the base policy and riders. The Benefit Reduction Offers will allow the policyholder to:

1. Lower their lifetime maximum benefit,
2. Lower their daily benefit, or
3. Increase their elimination period.

Contingent Benefit Upon Lapse (CBUL)

In addition, the Company will give the policyholder the option to accept a shortened benefit period. Acceptance of the CBUL benefit will provide the policyholder with a paid-up policy, with no future premiums required. Under this paid-up policy, the maximum benefit amount is equal to the greater of the sum of premiums paid or 30 times their daily benefit, and the daily benefit amount is equal to the policyholder's current daily benefit amount. This CBUL benefit shall not exceed the policyholder's remaining unused Maximum Lifetime Benefit at the time of conversion. Once customer service receives the signed form and selection of an option, documentation will be sent to the policyholder reflecting the changes. This offer will be made to all policyholders.

If applicable, for policyholders with active Limited Pay policy provisions, the Company will additionally provide policyholders an opportunity to elect a reduced paid-up policy in accordance with state regulatory requirements.

3 PREMIUM RATE INCREASE JUSTIFICATION

This rate revision is necessary because the current best estimate projections of the nationwide lifetime loss ratios are in excess of expected. Policies were issued nationwide under both loss ratio requirements and under rate stabilization requirements established in the 2000 LTC NAIC Model Regulation.

The lifetime loss ratios anticipated at the time of original pricing for these policy forms is 61.0%. This loss ratio has been stated based on the original pricing interest rate of 4.0%. Based on available documentation, the pricing loss ratio stated below is conservatively assumed to be representative of best estimate expectations.

For policies issued under loss ratio requirements, the lifetime loss ratio that these products were initially priced to has been exceeded. For policies issued under rate stabilization requirements, the margin for moderately adverse deviation built into the rates at the time of original pricing was a 10% deviation in the lifetime loss ratio, when compared to originally expected. This margin has been exceeded.

4 DESCRIPTION OF BENEFITS

Appendix B contains a brief summary of the benefits contained in these base forms and associated riders. A complete description of the benefit provisions and conditions for eligibility is contained in the policy forms and riders on file with the state.

5 RENEWABILITY CLAUSE

All products are Guaranteed Renewable, Individual Long-Term Care policies.

6 MARKETING METHOD

All forms were marketed to individuals by licensed agents. These products are not currently being marketed.

7 APPLICABILITY

The revised rates contained in this memorandum will be applicable to all renewals of the policy form and riders described in Section 1 as well as all future periodic inflation protection offers. The current and revised premium rate schedules are attached. The rate revision will be applied as a consistent percentage to all premium classes. The modal premium factors will remain unchanged from the current factors.

8 PROPOSED EFFECTIVE DATE

Policyholder notification of the rate increases will begin as soon as possible subject to state insurance department approval with the additional condition that no policyholder will receive the rate increases sooner than one year after receiving a previous rate increase.

9 UNDERWRITING

Most policies subject to this rate revision were subject to full medical underwriting in accordance with Company standards in place at the time of issue. Some policies sold under 4LTCIP0001 were subject to simplified underwriting. The underwriting standards used were taken into consideration when projecting future experience.

10 ACTUARIAL ASSUMPTIONS

The actuarial assumptions used to project the future premiums and claims are described in this section. Appendix D provides further details of the experience studies conducted that were used to develop the actuarial assumptions. These base assumptions are the same as the assumptions being used in the Company's internal cash flow testing with appropriate margins for rate increase filings.

A Morbidity

Claim incidence and termination rates are based on a combination of the Company's historical claim experience on these forms from 2006 through March 31, 2021, the Milliman 2017 Long-Term Care Guidelines (Guidelines) and judgment.

B Mortality

The best estimate future mortality assumption is based on an industry table with selection factors and specific adjustments where credible data exists.

C Voluntary Lapse

The voluntary lapse assumptions were developed from a policy persistency study conducted on the Company's experience on these forms and judgment.

D Interest Rate

The supporting exhibits use the average maximum valuation interest rate to calculate the lifetime loss ratio.

E Expenses

Expenses are not used as justification for the rate increase. As such, expenses are not being projected and are not included in this filing.

11 ISSUE AGE RANGE

These products were available for issue ages 18 to 84. Premiums are based on issue age.

12 AREA FACTORS

The Company did not use area factors within the state in the premium scale for these products.

13 CLAIM LIABILITY AND RESERVE

Claim reserves were calculated using appropriate actuarial methods for Incurred But Not Reported reserves (IBNR) and using continuance curves validated for the Company's experience for open claims on a disabled life basis. The claim reserves were discounted to the incurred date for each claim and have been included in the historical incurred claims.

14 ACTIVE LIFE RESERVES

Incurred claims are calculated without the impact of the change in active life reserves.

15 DISTRIBUTION OF BUSINESS

The historical experience reflects the actual distribution of policies during the experience period. The projected future experience is based on a seriatim projection of the current inforce policies. See Appendix C for the distribution of the inforce policies by key demographic and benefit characteristics.

16 NUMBER OF POLICYHOLDERS

As of 9/30/2022, there are 35 active, premium-paying policyholders in this state.

17 AVERAGE ANNUAL PREMIUM

The average annual premium for these products in this state compared to nationwide is below:

Policies with Inflation		Policies with No Inflation	
Maryland	\$ 2,527	Maryland	\$ 1,468
Nationwide	\$ 2,389	Nationwide	\$ 1,937

18 HISTORY OF RATE ADJUSTMENTS

The history of rate adjustments on these products in this state is 15% for all policies in 2014, 15% for all policies in 2016.

19 EXPERIENCE – PAST AND FUTURE

Nationwide historical experience since inception by issue year within calendar year for these policy forms and riders as of 9/30/2022 is contained in Exhibit 2a. Experience for loss years 2022 and prior are developed through 9/30/2022. In these exhibits, please note that the paid claims have been discounted with interest from the claim payment date back to the incurred date of the claim.

Historical nationwide experience for all policies issued under these products is contained in Exhibit 3a. The nationwide historical and projected experience adjusted to reflect the state's specific rate increase history, both with and without the impact of the requested rate increase, is also contained in Exhibit 3a. Projected experience utilizes assumptions consistent with the Company's best estimate assumptions.

Historical nationwide experience for active policies in premium-paying status issued under these products is contained in Exhibit 3b. The nationwide historical and projected experience adjusted to reflect the state's specific rate increase history, both with and without the impact of the requested rate increase, is also contained in Exhibit 3b. Projected experience utilizes assumptions consistent with the Company's best estimate assumptions.

In developing the projected future experience with the rate increase, an implementation date of 1/1/2024 was assumed.

20 RELATIONSHIP OF RENEWAL PREMIUM TO NEW BUSINESS PREMIUM

The Company is no longer selling any new Long-Term Care business. Therefore, the comparison of renewal premium rates after the rate increase to the Company's current new business premium rate schedule is not applicable.

21 SUMMARY OF APPENDICES

Appendix A contains information that is specific to the state in which this filing is made, such as the average annual premium, the number of policyholders inforce, etc. Similar information for nationwide is also contained in this Appendix. **Redacted pursuant to Section 24.**

Appendix B contains a summary of the benefits included under each policy form grouping.

Appendix C contains a summary of the demographic distributions of the inforce policies as of 9/30/2022. **Redacted pursuant to Section 24.**

Appendix D contains a detailed summary of the development of the projection assumptions. **Redacted pursuant to Section 24.**

Appendix E contains a comparison of the actual total termination rates to both the original pricing assumptions and current assumptions. **Redacted pursuant to Section 24.**

22 SUMMARY OF EXHIBITS– REDACTED PURSUANT TO SECTION 24

Exhibit 1 contains the breakdown of policy counts, annualized premium, and average premium for all active, premium-paying inforce policies by state under each product grouping as of the inforce date.

Exhibit 2a contains the historical nationwide lifetime experience for all policies issued under these products by issue year within calendar year.

Exhibit 2b contains the historical state-specific lifetime experience for all policies issued under these products by issue year within calendar year.

Exhibit 3a contains historical and projected nationwide experience for all policies issued under these products. The exhibit also includes the projected lifetime loss ratios both with and without the impact of the proposed rate increase. Projected experience utilizes best estimate assumptions. Historical experience is shown before and after adjusting for this state's specific rate history.

Exhibit 3b contains historical and projected nationwide experience for active, premium-paying policies issued under these products. The exhibit also includes the projected lifetime loss ratios both with and without the impact of the proposed rate increase. Projected experience utilizes best estimate assumptions. Historical experience is shown before and after adjusting for this state's specific rate history.

Exhibit 4a contains historical and projected state-specific experience for all policies issued under these products. The exhibit also includes the projected lifetime loss ratios both with and without the impact of the proposed rate increase. Projected experience utilizes best estimate assumptions.

Exhibit 4b contains historical and projected state-specific experience for active, premium-paying policies issued under these products. The exhibit also includes the projected lifetime loss ratios both with and without the impact of the proposed rate increase. Projected experience utilizes best estimate assumptions.

Exhibit 5 contains nationwide experience for active, premium-paying policies, restated to the original rate level, using original assumptions and current moderately adverse assumptions.

Exhibit 6 contains the number of active, premium-paying policyholders that will become eligible for the contingent benefit upon lapse (CBUL) at the state-specific level.

23 ELIGIBILITY FOR CONTINGENT BENEFIT UPON LAPSE

Exhibit 6 has been provided to demonstrate the number of active, premium-paying policyholders that will become eligible for the contingent benefit upon lapse (CBUL). Policyholders are defined as being eligible given they are governed by rate stability regulations and they have surpassed the cumulative rate increase threshold given this request.

Given that policyholders in this state will become eligible for the CBUL, the attached document (Managing Long Term Care Risk – 2023-01), provided by the Company’s Chief Operating Officer, provides a demonstration that the Company has appropriate policy administration and claim processing procedures in place to assure our policyholders’ long-term care claims are paid according to the provisions of our contracts.

24 CONFIDENTIALITY

Pursuant to Md. Code Ann., Gen. Provis. § 4-101, et seq., (the “Public Information Act”) and, specifically, Md. Gen. Provis. § 4-335, the Company respectfully requests that the following exhibits and appendices supporting the Actuarial Memorandum be maintained by the Administration as confidential; Exhibits 1 – Exhibit 6 and Appendices A, C, D, and E.

25 ACTUARIAL CERTIFICATION

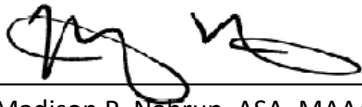
In performing the analysis, preparing this filing, and rendering the actuarial opinion below, I relied upon other actuaries for experience analysis used to develop baseline actuarial assumptions related to morbidity and persistency. I reviewed the analysis for reasonableness and consistency, but I did not perform a detailed audit. The assumptions are appropriate for the purpose used.

To the best of my knowledge and judgment this rate filing is in compliance with the applicable laws and regulations of this state as they relate to premium rate developments and revisions. This memorandum complies with all applicable Actuarial Standards of Practice, including Actuarial Standards of Practice No. 8 "Regulatory Filings for Health Benefits, Accident and Health Insurance, and Entities Providing Health Benefits," No. 18 "Long-Term Care Insurance," and No. 23 "Data Quality."

I have reviewed and taken into consideration the policy design and coverage provided, and the Company's original underwriting and claims adjudication processes.

In my opinion, the rates are not excessive or unfairly discriminatory, and the benefits are reasonable in relation to the premiums. The anticipated lifetime loss ratio exceeds the applicable required loss ratio. If the requested increase is implemented and the underlying moderately adverse assumptions are realized, no further premium rate schedule increases are anticipated at this time. The Company will continue to monitor experience and reserves the right to take additional rate action if necessary.

I, Madison P. Nahrup, hereby certify that I am an Associate of the Society of Actuaries and a Member of the American Academy of Actuaries, and I meet the Qualification Standards of the American Academy of Actuaries for making statements of actuarial opinion regarding Long Term Care rate filings.



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Appendix B
Continental General Insurance Company
Description of Benefits

A brief summary of the benefits contained in the base forms and associated riders is provided below. A complete description of the benefit provisions and conditions for eligibility is contained in the policy forms and riders on file with the state.

Policy Form 4LTCIP0001

This policy is a comprehensive Long-Term Care policy covering nursing home care and home health care. The following benefits are included:

1. Nursing Home Benefit: Once the Elimination Period has been met, the actual charges incurred while the Insured Person is confined to a Nursing Home will be paid, up to the Maximum Daily Benefit.
2. Bed Reservation Benefit: When an Insured Person is absent for any reason other than discharge during a Nursing Home or Assisted Living confinement, we will (1) pay the actual charges incurred for room and board while the room is being reserved, up to the Maximum Daily Benefit, if the Elimination Period has been satisfied, (2) give credit toward the satisfaction of the Elimination Period where the absence occurs while the Elimination Period is being satisfied; or (3) a combination of (1) and (2).
3. Assisted Living Facility Benefit: The actual charges for room and board and necessary maintenance and personal care expenses incurred for each day while the Insured Person is confined to an Assisted Living Facility, up to the Maximum Daily Benefit, will be paid if treatment and/or services are received from a licensed, registered or certified Assisted Living Facility, as required.
4. Home Health Care and Adult Day Care Benefit: Once the elimination period has been met, the actual charges incurred for each day the Insured Person receives Home Health Care or Adult Day Care will be paid.
5. Monthly Cash Benefit Alternative: Once an Insured Person has met the benefit eligibility, the insurer will pay the Monthly Benefit in advance each calendar month. This benefit will also cover charges for skilled care in the Insured Person's Home. This benefit will be paid in lieu of all other benefits for care or services provided under this policy.
6. Respite Care Benefit: The actual charges incurred for Respite Care, up to the Respite Care Maximum Daily Benefit, will be paid if such treatment and/or services are received from a Nursing Home, Assisted Living Facility or in the Insured Person's Home.
7. Hospice Care Benefit: The actual charges incurred for each day an Insured Person receives Hospice Care, up to the Maximum Daily Benefit, will be paid by the insurer if it has been estimated by a doctor that the Insured Person has a life expectancy of 6 months or less and no reasonable prospect of cure and the treatment and/or services are received from a Hospice Care Provider.
8. Caregiver Training Benefit: The actual charges incurred for Caregiver Training of the Insured Person or a Volunteer Caregiver to assist an Insured Person, not to exceed the Maximum Lifetime Caregiver Training Benefit, will be paid by the insurer if:
 - (1) the Caregiver Training is in the Plan of Care; and
 - (2) Caregiver Training is not already provided free of charge by an equipment or supply vendor.

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9. Independent Caregiver Certification Benefit: The insurer will pay for the training and certification of an Independent Caregiver if the training is:
 - (1) approved by a Personal Care Advisor; and
 - (2) agreed to by the Insured Person, the insurer and a Licensed Health Care Practitioner.
10. Waiver of Premium: Premiums will be waived on a monthly basis once the Elimination Period has been met and while the Insured Person is receiving Nursing Home, Assisted Living Facility, Home Health Care or Adult Day Care benefits.
11. Contingent Non-forfeiture Benefit – Shortened Benefit Period: In the event that premium rates increase to a level which results in a cumulative increase of the premium equal to or exceeding the percentage of the initial premium set forth in the Triggers for a Substantial Premium Increase table, the Insured Person will receive the Contingent Non-forfeiture benefit, and he or she may elect to:
 - (1) reduce current benefits; or
 - (2) during the 120 days following the Premium Due Date on which the increased premium would first have become due, convert his or her coverage as follows:
 1. the daily benefit amounts available will remain as they were at the time coverage would have lapsed under the policy; and
 2. the total benefit amount in force under this benefit will be equal to the amount of all premium paid, excluding waived premiums, for all coverage combined including this benefit. The minimum benefit will be 30 times the daily benefit in force at the time the policy would have lapsed.

The following optional benefits were also available:

1. Accelerated Payment of Premium Rider – 4LTCIE0001-ACC: The premium for the initial number of years listed on the Schedule Page will be increased by the additional charge for this rider. Following the initial number of years on the Schedule Page, the renewal premium will be reduced by 50%, subject to any changes to the policy after issue.
2. 80/20 Coinsurance Rider – 4LTCIE0001-COIN: By electing this rider, the Insured Person elects to pay 20% of the Daily Benefit amounts otherwise payable under this policy, up to the Benefit Copayment Limit. The Benefit Copayment Limit is 20% of the Policy Maximum Lifetime Benefit.
3. Dual Waiver of Premium Rider – 4LTCIE0001-DWP: When the spouse of an Insured Person is receiving the Waiver of Premium Benefit, the Insured Person's premiums will be waived if both the Insured Person and spouse are insured as a married couple on the same policy form series which includes this Dual Waiver of Premium Benefit.
4. Joint Coverage Rider – 4ZLTCIE0001-JC: Married couples can choose to purchase Joint Coverage. All benefit payments on the policy are applied against one Lifetime Maximum Benefit. The daily benefit is available to each insured, e.g., if both insureds are eligible for benefits, then a maximum of 2 times the daily benefit may be paid each day. The elimination period must be satisfied by each insured separately.
5. Survivorship Paid Up Benefit Rider – 4LTCIE0001-SWP10: The premiums for the surviving Insured Person will be waived, after the date of death of the spouse, if:

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- (1) The Insured Person and the spouse have coverage in force under this form series;
 - (2) The spouse dies while both policies are in force; and
 - (3) Death must not occur prior to the tenth policy anniversary and no claims can have been incurred prior to the tenth anniversary (see the 10/10 premium).
6. Full Survivorship Paid Up Benefit Rider – 4LTCIE0001-FSWP: The premiums for the surviving Insured Person will be waived, after the last of the following to occur: (1) the date of death of the spouse; or (2) the tenth anniversary of the effective date of this policy, if:
- (1) The Insured Person and the spouse have coverage in force under this form series; and
 - (2) The spouse dies while both policies are in force. (see the 0/0 premium)
7. Simple Benefit Increase Rider – 4LTCIE0001-SBIO: Every dollar benefit amount will increase by the percentage shown on the schedule of the original dollar benefit amounts on each anniversary of the option, up to the Maximum Multiple, so long as the option remains in force.
8. Compound Benefit Increase Rider – 4LTCIE0001-CBIO: Every dollar benefit amount will increase by the percentage(s) shown on the schedule of the current dollar benefit amounts on each anniversary of this option, up to the Maximum Multiple, so long as the option remains in force.
9. Delayed to Age 65 Compound Benefit Increase Rider – 4LTCIE0001-DBIO: After the Insured Person reaches attained age 65, every dollar benefit amount will increase by the percentage shown on the schedule of the current dollar benefit amounts on each anniversary of this option, up to the Maximum Multiple, so long as the option remains in force.
10. Guaranteed Purchase Option Rider – 4LTCIE0001-GPO: The Insured Person will have the opportunity to purchase additional coverage equal to 16% of the amounts initially elected on each of the Purchase Option Dates without evidence of insurability if:
- (1) the Insured Person has not reached the Attained Age Limit; and
 - (2) the policy is in force on the Purchase Option Date.
- Prior to age 70 this benefit will terminate if the Insured Person does not elect to purchase the additional amount on any two Purchase Option Dates.
11. Full Return of Premium Benefit Rider – 4LTCIE0001-FROP: Once all Insured Persons have died, the named beneficiary will receive the Full Return of Premium Benefit, which is an amount equal to the sum of all premiums paid.
12. Return of Premium Benefit Rider – 4LTCIE0001-ROP: Once all Insured Persons have died, the named beneficiary will receive the Return of Premium Benefit, which is an amount equal to the sum of all premiums paid less the amount of any benefits paid.
13. Graded Return of Premium Benefit Rider – 4LTCIE0001-GROP: Once all Insured Persons have died, the named beneficiary will receive the Graded Return of Premium Benefit, which is determined by the percentage chart shown on the Graded Return of Premium Benefit Rider form.
14. Non-forfeiture Benefit Shortened Benefit Period Rider – 4LTCIE0001-NFB: Once an Insured Person's coverage has been in effect for at least 3 full years, coverage will continue on a limited basis when it would otherwise have lapsed for nonpayment of premium with the following conditions:

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- (1) the daily benefit amounts available will remain as they were at the time coverage would have lapsed under the policy;
 - (2) the total benefit amount in force under this benefit will be equal to the amount of all premiums paid, excluding waived premiums, for all coverage combined including this benefit; and
 - (3) the minimum benefit provided will be equal to 30 times the daily benefit in force at the time the Policy would have lapsed.
15. Monthly Home Care Benefit Rider – 4LTCIE0001-MHC: If the Insured Person is receiving the Care Coordination Benefit, the actual charges incurred for Home Health Care and Adult Day Care will be paid on the basis of services received during each continuous 30-day period rather than on a daily basis. This benefit will be in lieu of the Home Health Care and Adult Day Care Benefit.
16. Enhanced Home Health Care Rider – 4LTCIE0001-EHHC
- Therapeutic Device Benefit – the actual charges incurred for the rental or purchase of a Therapeutic Device will be paid by the insurer if:
 1. the Insured Person is receiving the Personal Care Advisor Benefit; and
 2. the Therapeutic Device is used in the Insured Person’s Home.
 - Home Modification Benefit – The actual charges incurred, not to exceed the Maximum Lifetime Home Modification Benefit, for labor, equipment and supplies needed in making minor modifications to the Insured Person’s Home that will enhance his or her ability to perform the Activities of Daily Living and allow the Insured Person to safely remain in his or her home will be paid by the insurer if the Insured Person is receiving the Personal Care Advisor Benefit.
 - Medical Alert System Benefit The actual charges incurred for a Medical Alert System will be paid by the insurer for either: (1) rental and/or monitoring costs, not to exceed the monthly Medical Alert System Benefit; or (2) at the discretion of the insurer, the actual purchase cost of a Medical Alert System if the Insured Person is receiving the Personal Care Advisor Benefit.
17. Enhanced Nursing Home Care Rider – 4LTCIE0001-ENH
- Nursing Home Restoration of Benefits – Once a period of time during which the Insured Person has been confined to a Nursing Home and the insurer has been paying Nursing Home benefits under the policy has ended, the benefit amounts that have been paid will be restored to the remaining applicable Maximum Benefit if the Insured Person has ceased to meet the requirements for benefit eligibility for at least 180 consecutive days and the policy remains in force.
 - Lifetime Waiver of Premium – After the Insured Person has been continuously confined in a Nursing Home for 180 consecutive days, no future premium payments will be required.
 - Nursing Home Indemnity Payment Benefit – In lieu of the Nursing Home Benefit, the full amount of the Nursing Home Maximum Daily Benefit will be paid to the Insured Person.

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18. Prescription Drug Benefit in a Nursing Home Rider – 4LTCIE0001-PDNH
An Insured Person will receive the Prescription Drug Benefit if they are receiving prescription drugs while confined to a Nursing Home and receiving the Nursing Home Benefit.

19. Full Restoration of Benefits Rider – 4LTCIE0001-FROB: Once a period of time during which the insurer has been paying benefits under the policy has ended, the benefit amounts that have been paid will be restored to the remaining applicable Maximum Benefit if the Insured Person has ceased to be a Chronically Ill Individual for at least 180 consecutive days and the policy remains inforce.