

**Commonwealth of  
Pennsylvania**

**Group Contract**

**LT-91475-PA**





**Prudential**

The Prudential Insurance Company of America  
751 Broad Street  
Newark, New Jersey .07102-3777  
(973) 802-6000

## Group Insurance Contract

Contract Holder: **COMMONWEALTH OF PENNSYLVANIA**

Group Contract No: **LT-91475-PA**

*Prudential* will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the *Group Contract*, subject to the *Group Contract's* terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the *Group Contract*, apply to the *Group Contract* as if fully set forth in the *Group Contract*.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The *Group Contract* is delivered in and is governed by the laws of the Governing Jurisdiction.

Secretary

Chief Executive Officer

The group Long Term Care Coverage described in the Certificate is intended to be Qualified Long Term Care Insurance as defined by the Internal Revenue Code Section 7702B(b).

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

# Group Contract Schedule

**Contract Date:** January 1, 2009

**Contract Anniversaries:** This contract is written for a period that begins on the Contract Date and ends at 12:01 am on July 1, 2011. For purposes of the Group Contract, the Contract Anniversary is July 1, 2011.

**Premium Due Dates:** The 15th day of the month beginning with January, 2009.

**Governing Jurisdiction:** State of Pennsylvania

**Associated Agencies:** None

## **INCLUDED EMPLOYERS**

Included Employers under the *Group Contract* are the Contract Holder and its Associated Agencies, if any.

Associated Agencies are agencies of the Commonwealth of Pennsylvania that participate in the group long term care program and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

An *Employee* of more than one Included Employer will be considered an *Employee* of only one of those employers for the purpose of the *Group Contract*. That *Employee's* service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the *Group Contract* will be considered to end for *Employees* of that employer. This applies to all of those *Employees* except those who, on the next day, are still eligible for coverage under the *Group Contract* as *Employees* of another Included Employer.

The Contract Holder must let *Prudential* know, in writing, when an employer listed as an Associated Agency is no longer one of its subsidiaries or affiliates.

**Minimum Participation Requirements:** None

**Table of Contents** (as of the Contract Date): 83500 COV 5004, 83500 GCS 1034, 83500 SPR 1007, 83500 GR 5128, 83500 SCH 1007 and 83500 APP 1027; and Certificate forms 83500 BCOV 5005, 83500 BFW 5015, 83500 BTC 5027, 83500 BSB 5029, 83500 BEL 5004, 83500 PRM 5007, 83500 LTC R 5024, 83500 LTC T 5060, 83500 LTC T 5061, 83500 GBT T 5014, 83500 BGX 5019, 83500 BCL 5086, 83500 BAS 5028, and 83500 BTE 5048.

Attest: 

## Schedule of Premium Rates # 1

Classes of Eligible Persons to which this Schedule applies: All Eligible Persons residing in Connecticut who are enrolled for the plan of Coverage with Home and Community-Based Care Daily Maximum at 60% of the Nursing Home Daily Maximum.

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
<=30	7.87	29.54
31	8.28	30.89
32	8.70	32.31
33	9.11	33.75
34	9.62	35.22
35	10.14	36.76
36	10.57	38.40
37	11.19	40.14
38	11.72	41.98
39	12.33	43.83
40	12.94	45.79
41	13.70	47.94
42	14.51	50.20
43	15.34	52.55
44	16.19	55.00
45	17.11	57.57
46	18.14	60.31
47	19.19	63.08
48	20.34	66.05
49	21.48	69.19
50	22.73	72.45
51	24.53	76.57
52	26.52	80.88
53	28.64	85.43
54	30.97	90.29
55	33.44	95.47
56	36.10	100.87
57	39.05	106.58
58	42.16	112.64
59	45.57	119.01

\* To add the Shortened Benefit Period Option to any plan, add 11% to the rate.

\*\* A discount of 10% will apply for married insureds.

## Schedule of Premium Rates # 1 (continued)

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
60	49.20	125.72
61	53.33	130.19
62	57.78	134.48
63	61.48	137.11
64	65.60	139.58
65	70.76	143.95
66	76.73	152.20
67	83.18	161.01
68	90.21	170.21
69	97.76	180.08
70	105.99	190.44
71	117.57	205.61
72	130.25	221.93
73	144.39	239.59
74	160.10	258.63
75	184.86	290.91
76	205.24	316.19
77	227.91	343.72
78	253.03	373.60
79	280.96	406.06
80	311.91	441.42
81	335.85	468.51
82	361.57	497.28
83	389.21	527.84
84	419.13	560.28

\* To add the Shortened Benefit Period Option to any plan, add 11% to the rate.

\*\* A discount of 10% will apply for married insureds.

## Schedule of Premium Rates # 2

Classes of Eligible Persons to which this Schedule applies: All Eligible Persons residing in Montana who are enrolled for the plan of Coverage with Home and Community-Based Care Daily Maximum at 60% of the Nursing Home Daily Maximum.

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
<=30	7.87	29.54
31	8.28	30.89
32	8.70	32.31
33	9.11	33.75
34	9.62	35.22
35	10.14	36.76
36	10.57	38.40
37	11.19	40.14
38	11.72	41.98
39	12.33	43.83
40	12.94	45.79
41	13.70	47.94
42	14.51	50.20
43	15.34	52.55
44	16.19	55.00
45	17.11	57.57
46	18.14	60.31
47	19.19	63.08
48	20.34	66.05
49	21.48	69.19
50	22.73	72.45
51	24.53	76.57
52	26.52	80.88
53	28.64	85.43
54	30.97	90.29
55	33.44	95.47
56	36.10	100.87
57	39.05	106.58
58	42.16	112.64
59	45.57	119.01

## Schedule of Premium Rates # 2 (continued)

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
60	49.20	125.72
61	53.33	130.19
62	57.78	134.48
63	61.48	137.11
64	65.60	139.58
65	70.76	143.95
66	76.73	152.20
67	83.18	161.01
68	90.21	170.21
69	97.76	180.08
70	105.99	190.44
71	117.57	205.61
72	130.25	221.93
73	144.39	239.59
74	160.10	258.63
75	184.86	290.91
76	205.24	316.19
77	227.91	343.72
78	253.03	373.60
79	280.96	406.06
80	311.91	441.42
81	335.85	468.51
82	361.57	497.28
83	389.21	527.84
84	419.13	560.28

## Schedule of Premium Rates # 3

Classes of Eligible Persons to which this Schedule applies: All Eligible Persons residing in South Carolina who are enrolled for the plan of Coverage with Home and Community-Based Care Daily Maximum at 60% of the Nursing Home Daily Maximum.

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
<=30	7.87	29.54
31	8.28	30.89
32	8.70	32.31
33	9.11	33.75
34	9.62	35.22
35	10.14	36.76
36	10.57	38.40
37	11.19	40.14
38	11.72	41.98
39	12.33	43.83
40	12.94	45.79
41	13.70	47.94
42	14.51	50.20
43	15.34	52.55
44	16.19	55.00
45	17.11	57.57
46	18.14	60.31
47	19.19	63.08
48	20.34	66.05
49	21.48	69.19
50	22.73	72.45
51	24.53	76.57
52	26.52	80.88
53	28.64	85.43
54	30.97	90.29
55	33.44	95.47
56	36.10	100.87
57	39.05	106.58
58	42.16	112.64
59	45.57	119.01

\* A discount of 10% will apply for married insureds.

## Schedule of Premium Rates # 3 (continued)

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
60	49.20	125.72
61	53.33	130.19
62	57.78	134.48
63	61.48	137.11
64	65.60	139.58
65	70.76	143.95
66	76.73	152.20
67	83.18	161.01
68	90.21	170.21
69	97.76	180.08
70	105.99	190.44
71	117.57	205.61
72	130.25	221.93
73	144.39	239.59
74	160.10	258.63
75	184.86	290.91
76	205.24	316.19
77	227.91	343.72
78	253.03	373.60
79	280.96	406.06
80	311.91	441.42
81	335.85	468.51
82	361.57	497.28
83	389.21	527.84
84	419.13	560.28

\* A discount of 10% will apply for married insureds.

## Schedule of Premium Rates # 4

Classes of Eligible Persons to which this Schedule applies: All Eligible Persons residing in South Carolina who are enrolled for the plan of Coverage with Home and Community-Based Care Daily Maximum at 100% of the Nursing Home Daily Maximum.

### Monthly Long Term Care Insurance Premium Rates (HCBC = 100%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
<=30	8.76	32.72
31	9.23	34.21
32	9.69	35.70
33	10.16	37.29
34	10.72	38.96
35	11.28	40.64
36	11.84	42.41
37	12.49	44.28
38	13.14	46.23
39	13.80	48.28
40	14.45	50.43
41	15.38	52.76
42	16.22	55.18
43	17.15	57.70
44	18.18	60.31
45	19.20	63.11
46	20.32	66.00
47	21.53	68.98
48	22.84	72.15
49	24.14	75.41
50	25.54	78.86
51	27.55	83.21
52	29.66	87.68
53	31.97	92.44
54	34.47	97.50
55	37.27	102.86
56	40.17	108.43
57	43.26	114.30
58	46.66	120.57
59	50.35	127.06

\* A discount of 10% will apply for married insureds.

## Schedule of Premium Rates # 4 (continued)

### Monthly Long Term Care Insurance Premium Rates (HCBC = 100%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
60	54.24	133.95
61	58.52	138.32
62	63.17	141.09
63	66.88	143.97
64	70.96	145.35
65	76.18	150.99
66	82.39	159.21
67	89.06	167.89
68	96.28	176.93
69	104.13	186.62
70	112.63	196.75
71	124.50	211.64
72	137.56	227.63
73	152.00	244.80
74	167.98	263.34
75	193.34	295.06
76	213.71	319.51
77	236.16	345.87
78	261.00	374.51
79	288.49	405.43
80	318.75	439.02
81	341.87	464.43
82	366.52	491.26
83	392.97	519.71
84	421.42	549.78

\* A discount of 10% will apply for married insureds.

## Schedule of Premium Rates # 5

**Classes of Eligible Persons to which this Schedule applies:** All Eligible Persons other than those residing in Connecticut, Montana or South Carolina who are enrolled for the plan of Coverage with Home and Community-Based Care Daily Maximum at 60% of the Nursing Home Daily Maximum.

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
<=30	7.87	29.54
31	8.28	30.89
32	8.70	32.31
33	9.11	33.75
34	9.62	35.22
35	10.14	36.76
36	10.57	38.40
37	11.19	40.14
38	11.72	41.98
39	12.33	43.83
40	12.94	45.79
41	13.70	47.94
42	14.51	50.20
43	15.34	52.55
44	16.19	55.00
45	17.11	57.57
46	18.14	60.31
47	19.19	63.08
48	20.34	66.05
49	21.48	69.19
50	22.73	72.45
51	24.53	76.57
52	26.52	80.88
53	28.64	85.43
54	30.97	90.29
55	33.44	95.47
56	36.10	100.87
57	39.05	106.58
58	42.16	112.64
59	45.57	119.01

\* A discount of 10% will apply for married insureds.

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## Schedule of Premium Rates # 5 (continued)

### Monthly Long Term Care Insurance Premium Rates (HCBC = 60%) Per \$100 Daily Maximum Benefit

Age	Base Plan	Base Plan Plus Automatic Inflation
60	49.20	125.72
61	53.33	130.19
62	57.78	134.48
63	61.48	137.11
64	65.60	139.58
65	70.76	143.95
66	76.73	152.20
67	83.18	161.01
68	90.21	170.21
69	97.76	180.08
70	105.99	190.44
71	117.57	205.61
72	130.25	221.93
73	144.39	239.59
74	160.10	258.63
75	184.86	290.91
76	205.24	316.19
77	227.91	343.72
78	253.03	373.60
79	280.96	406.06
80	311.91	441.42
81	335.85	468.51
82	361.57	497.28
83	389.21	527.84
84	419.13	560.28

\* A discount of 10% will apply for married insureds.

### **Performance Levels**

Prudential and the Contract Holder shall establish the performance service levels for each of the services to be measured as set forth in Attachment C-4 attached to the Service Agreement Number 4400002278, entitled Performance Standards and Guarantees. Prudential and the Contract Holder shall mutually agree upon a process for determining whether such performance levels have been met. Prudential and the Contract Holder agree that Prudential's performance will be measured as provided in Attachment C-4.

Any amounts due as a result of Prudential failing to meet or exceed the performance service levels shall be credited or paid directly by check to the Contract Holder or to a trustee or other party at the Contract Holder's direction or, at the option of the Contract Holder shall be held by Prudential in an advance premium account and used to adjust premium for future billing periods.

To the extent any portion of the amounts credited or paid to the Contract Holder is required by law to be used or applied solely for the benefit of Employees covered under this Group Contract, the Contract Holder agrees to use or apply such portion solely for the benefit of such Employees and to otherwise comply with any of its obligations under applicable laws. Any funds accumulated in an advance premium account but unused as of the termination of the Group Contract, or any credited amounts otherwise due and unpaid, shall be transferred to the Contract Holder or to a trustee or other party at the Contract Holder's direction for use in connection with the Contract Holder's health and welfare programs. Upon transfer, Prudential shall have no responsibility for the use and/or allocation of any such funds, nor shall Prudential have any continuing obligations under this provision relating to performance levels. This provision does not create any third party beneficiary rights in any insured or other person.

# General Rules

## A. PAYMENT OF PREMIUMS.

Premiums are to be paid by the Contract Holder to *Prudential*, or to an entity designated by *Prudential* to act as its agent for this purpose. At its option, the Contract Holder may designate that the premium charges for the insurance be submitted directly by the insured(s).

## B. GRACE PERIOD.

A premium is due on each Premium Due Date stated in the *Group Contract* Schedule, or on such alternate dates as are requested by the Contract Holder and agreed to by *Prudential*. Any premiums paid by the Contract Holder for the insurance must be paid within 60 days after the date on which it is due. Those days are known as the grace period. The Contract Holder is ultimately liable to pay such premiums for the time that the *Group Contract* is in force, such liability will not apply during the time of the Grace Period.

## C. PREMIUM AMOUNTS.

The premium due on any due date with respect to the insurance of an insured is determined from the premium rates then in effect.

## D. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the *Group Contract's* Schedule of Premium Rates. *Prudential* has the right to change premium rates:

- 1) As of any Premium Due Date after the Contract Anniversary; and
- 2) As of any date that an employer becomes, or ceases to be, an Included Employer; and
- 3) As of any date that the extent or nature of the risk under the insurance is changed:
  - a) by amendment of the *Group Contract*; or
  - b) by reason of any provision of law or any governmental program or regulation.

*Prudential* will notify the Contract Holder within 31 days when a change in the premium rates is made.

## **E. END OF THE GROUP CONTRACT OR OF INSURANCE.**

**During or at the End of a Grace Period - Failure to Pay Premiums:** If any premium payable by the Contract Holder is not paid by the end of its grace period, the *Group Contract* will end when that period ends. But the Contract Holder may write to *Prudential*, in advance, to ask that the *Group Contract* be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the *Group Contract* will end on the date requested.

**End of Sponsorship:** The Contract Holder may end its sponsorship of this *Group Contract* by giving *Prudential* written notice 45 days before the date its sponsorship ends. The Contract Holder must give written notice of the end of its sponsorship to insured persons at least 45 days before the date its sponsorship ends.

The Contract Holder must furnish all necessary data to *Prudential*, including the current addresses for all insureds as of the date of the written notice of the end of its sponsorship.

If sponsorship ends and coverage under this *Group Contract* is not replaced within 31 days of termination, an insured is entitled to a Conversion Privilege.

*Prudential* may end the Group Insurance coverage under the contract on any Premium Due Date for the following reasons:

- (1) Fraud or misrepresentation of a material fact by the Contract Holder with respect to the Group Contract or its covered persons; or
- (2) Either through a decision by *Prudential* or changes in law or regulation, *Prudential* is no longer providing coverage(s) in a particular market or markets or no longer has the ability to provide coverage(s) in a particular market or markets.

But notice of its intent to do so must be given to the Contract Holder at least 365 days in advance.

## **F. AGE ADJUSTMENT.**

If an age is used to determine a premium charge due from the Contract Holder for an insured and the age is found to be in error, the premium charge will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of such premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

- 1) If the adjustment results in an increased premium, *Prudential* will notify the Contract Holder and request payment of the additional premium.
- 2) If the adjustment results in a decreased premium, the difference will be refunded by *Prudential*.

If Coverage would have been denied if the age had not been misstated, or if the insured would have been subject to additional medical evidence requirements, *Prudential's* liability will be limited to a refund of all premiums paid for this Coverage. If the change in age affects the amount of the insured's coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

#### **G. CERTIFICATES.**

*Prudential* will give an individual certificate to each insured. It will describe the coverage under the *Group Contract*. It will include:

- 1) to whom *Prudential* pays benefits;
- 2) any protection and rights when the insurance ends, and
- 3) claim rights and requirements.

#### **H. RECORDS - INFORMATION TO BE FURNISHED.**

Either the Contract Holder or *Prudential*, as they agree, will keep a record of the insured persons under the *Group Contract*. It will contain the key facts about their insurance.

At the times set by *Prudential*, the Contract Holder will send the data required by *Prudential* to perform its duties under the *Group Contract*, and to determine the premium rates. All records of the Contract Holder and the Employer which bear on the eligibility of covered persons and verification of amounts of insurance must be open to *Prudential* for its inspection at the Contract Holder's office at any reasonable time.

*Prudential* will not have to perform any duty that depends on such data before it is received in a form that satisfies *Prudential*. An insured's coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the person for insurance.

#### **I. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.**

The entire *Group Contract* consists of:

- 1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the *Group Contract*;
- 2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the *Group Contract* by amendment to the *Group Contract*;
- 3) the forms shown in the Table of Contents as of the Contract Date;
- 4) the Contract Holder's application, a copy of which is attached to the *Group Contract*;

- 5) any endorsements or amendments to the *Group Contract*; and
- 6) the individual applications, if any, of the persons insured.

No statement of the Contract Holder shall be used in any contest of the insurance under the *Group Contract*.

There will be no contest of the validity of the *Group Contract*, except for not paying premiums, after it has been in force for one year.

The *Group Contract* may be amended, at any time, without the consent of the insured persons or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by *Prudential*. But an amendment will not affect a claim incurred before the date of change.

There will be no contest of the validity of the *Group Contract*, except for not paying premiums, after it has been in force for one year.

Only an officer of *Prudential* has authority:

- 1) to waive any conditions or restrictions of the *Group Contract*;
- 2) to extend the time in which a premium may be paid;
- 3) to make or change a contract;
- 4) to bind *Prudential* by a promise or representation or by information given or received.

A *Prudential* agent is not an officer.

No change in the *Group Contract* is valid unless shown in:

- 1) an endorsement on it signed by an officer of *Prudential*; or
- 2) an amendment to it signed by the Contract Holder and by an officer of *Prudential*.

But a change in the *Group Contract* may be made in an amendment to it that is signed only by an officer of *Prudential* if the amendment reflects a change in the *Group Contract* that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the *Group Contract*, subject to approval by the Pennsylvania Department of Insurance.

## J. TAX STATUS.

The *Long Term Care Coverage* to be issued under this *Group Contract* is intended to be Qualified Long Term Care Insurance as defined by the Internal Revenue Code Section 7702B(b). As such, benefits paid under this *Group Contract* may be excluded from an insured's taxable income. In addition, some or all of the premiums paid for this *Coverage* may be tax deductible as a medical expense subject to certain limitations. A tax advisor should be consulted for more information concerning this deduction.

Public guidance issued by the Internal Revenue Service or Treasury Department may provide that a provision of the *Long Term Care Coverage* under this *Group Contract* does not comply with the requirements of Code Section 7702B. In this event, the provision will be nullified without any further action by *Prudential* or the Contract Holder.

**K. CONFORMITY WITH LAW.**

If the provisions of the *Group Contract* do not conform to the requirements of any state or federal law or regulation that applies to the *Group Contract*, the *Group Contract* is automatically changed to conform with the requirements of that law or regulation.

# Schedule of Plans

**Effective Date: January 1, 2009**

**Group Contract No.: LT-91475-PA**

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the *Group Contract* listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by:

- 1) the Group Insurance Certificates that apply to the Covered Class; and
- 2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the *Group Contract*.

A copy of each Certificate and any modification to it are attached to the *Group Contract* and made a part of it.

**Covered Class:**

All permanent full-time and permanent part-time, actively at work Employees of Commonwealth of Pennsylvania and their Qualified Family Members.

Qualified Family Members are the eligible Employee's spouse, Qualified Adult, Domestic Partner or sibling, the eligible Employee's parent, parent-in-law, grandparent, and grandparent-in-law, adult child or the adult child's spouse or Domestic Partner.

Actively at work means performing the regular duties of the Employee's job at his or her usual place of employment or other location where Commonwealth of Pennsylvania's business requires the Employee to travel, without absence for reasons other than cold, influenza, or vacation, within the 30 days prior to enrollment.

**Plan of Benefits that Applies to this Covered Class:**

- (1) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:
  - a) Prepared for *Group Contract* No. LT-91475-PA;
  - b) With the Program Date of January 1, 2009;
  - c) Bearing the code "91475, LTC-PA, 01-01-2009, 36".

- (2) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:
- a) Prepared for *Group Contract No.* LT-91475-PA;
  - b) With the Program Date of January 1, 2009;
  - c) Bearing the code "91475, LTC-Multi, 01-01-2009, 37".
- (3) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:
- a) Prepared for *Group Contract No.* LT-91475-PA;
  - b) With the Program Date of January 1, 2009;
  - c) Bearing the code "91475, LTC-CT, 01-01-2009, 38".
- (4) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:
- a) Prepared for *Group Contract No.* LT-91475-PA;
  - b) With the Program Date of January 1, 2009;
  - c) Bearing the code "91475, LTC-DE, 01-01-2009, 39".
- (5) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:
- a) Prepared for *Group Contract No.* LT-91475-PA;
  - b) With the Program Date of January 1, 2009;
  - c) Bearing the code "91475, LTC-ID, 01-01-2009, 40".
- (6) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:
- a) Prepared for *Group Contract No.* LT-91475-PA;
  - b) With the Program Date of January 1, 2009;
  - c) Bearing the code "91475, LTC-IN, 01-01-2009, 41".
- (7) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:
- a) Prepared for *Group Contract No.* LT-91475-PA;
  - b) With the Program Date of January 1, 2009;
  - c) Bearing the code "91475, LTC-KS, 01-01-2009, 42".

(8) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-LA, 01-01-2009, 43".

(9) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-MN, 01-01-2009, 44".

(10) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-MS, 01-01-2009, 45".

(11) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-MT, 01-01-2009, 46".

(12) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-NH, 01-01-2009, 47".

(13) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-NM, 01-01-2009, 48".

(14) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-OK, 01-01-2009, 49".

(15) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-OR, 01-01-2009, 50".

(16) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-SC, 01-01-2009, 51".

(17) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

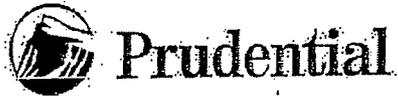
- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-VT, 01-01-2009, 52".

(18) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-VA, 01-01-2009, 53".

(19) The *Long Term Care Coverage(s)* described in the Group Insurance Certificate:

- a) Prepared for *Group Contract* No. LT-91475-PA;
- b) With the Program Date of January 1, 2009;
- c) Bearing the code "91475, LTC-WA, 01-01-2009, 54".



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

GROUP CONTRACT HOLDER: COMMONWEALTH OF PENNSYLVANIA  
GROUP CONTRACT NUMBER: LT-91475-PA

### AMENDATORY RIDER

This rider amends the policy to which it is attached. It takes effect on the Policy Effective Date and terminates on the date the Policy ends. The provisions of this rider affect only those policies that are issued in a state other than Arkansas and which provide coverage to residents of the State of Arkansas.

Certificates issued to residents of Arkansas under the *Group Contract* named above will be governed by the laws of the state of Arkansas.

All other terms and conditions of the *Group Contract* remain unchanged.

The Prudential Insurance Company of America

A large black rectangular redaction covering the signature of the Secretary.

Secretary

# Application to

The Prudential Insurance Company of America (Prudential)

For Group Contract No. LT-91475-PA

Applicant: COMMONWEALTH OF PENNSYLVANIA

Address: Bureau of Risk and Insurance Management  
Department of General Services  
2221 Forster Street  
Harrisburg, Pennsylvania 17104

The *Group Contract* is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the *Group Contract*. The other is to be returned to *Prudential*. It is agreed that this Application replaces any prior Application for the *Group Contract*.

We have reviewed the outline of coverage and the graphs that compare the benefits and premiums of this policy with and without inflation protection.

We choose the following inflation protection option(s).

We elect automatic inflation protection, in which benefits are increased by being compounded annually at a rate of 5%.

We elect periodic inflation protection. Future increases offered to employees at least every three years will be equal to a minimum of a five percent benefit increase, compounded annually.

No Inflation Option.

Furthermore, we understand *Prudential* has offered Commonwealth of Pennsylvania the option of including a Non-Forfeiture Benefit in this *Long Term Care Plan* in the form of Shortened Benefit Period. This offer has been made pursuant to Internal Revenue Code Section 7702B, which contains the requirements for Qualified *Long Term Care Contracts*.

We elect the offer of a non-forfeiture benefit.

We do hereby reject the offer of a non-forfeiture benefit except where such offer is required by law.

COMMONWEALTH OF  
PENNSYLVANIA

(Full or Corporate Name of Applicant)

Dated at: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title)

On: \_\_\_\_\_

Witness: \_\_\_\_\_

(To be signed by Resident Agent where required by law)