

COMPREHENSIVE INDIVIDUAL LONG-TERM CARE INSURANCE POLICY

THIS IS A QUALIFIED CONTRACT. This contract for long-term care insurance is intended to be a federally qualified long-term care insurance contract and may qualify you for federal and state tax benefits.

This policy is intended to be a tax qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

NOTICE TO BUYER

This policy may not cover all of the costs associated with long-term care incurred by you during the period of coverage. You are advised to review carefully all policy limitations.

CONSIDERATION

In consideration of the first premium you paid and the application you completed, we have put this policy in force as of the Policy Effective Date. Your application becomes part of your policy.

30-DAY RIGHT TO REVIEW POLICY

You have 30 days from the date of its receipt to review your policy. If during that time you are not satisfied with it, you may return your policy to us or your agent for a prompt refund of all premiums and fees paid for your policy. This policy will then be considered never to have been issued.

CHECK YOUR APPLICATION

CAUTION: A copy of your application is attached. If any of the answers on your application are misstated or untrue, we may have 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 us at the address shown in the Policy Schedule.

GUARANTEED RENEWABLE

This policy is guaranteed renewable for life. You have the right to continue this policy in force for as long as you live or until the Maximum Lifetime Benefit is exhausted. Subject to the terms of this policy, we cannot cancel your coverage as long as you pay the required premium when it is due. If you have paid the initial premium due under this policy, your coverage begins on the Policy Effective Date. Your coverage will continue so long as you pay the premium for this policy.

PREMIUMS CAN CHANGE

We reserve the right to increase the premium for this policy based on the Experience of your Policy Class, subject to the approval of the California Department of Insurance, but never more than once per year. However, any such change in premium must apply to all policies issued to persons of the same Policy Class. "Experience" includes, but is not limited to, claims, mortality, persistency, and investment rates. "Policy Class" means persons who are insured by us under this policy form with the same Issue Age, sex, Rate Classification, and benefits similar to the benefits under this policy. Such persons live in the same geographic area of the state as you did on the Policy Effective Date. Premium will not increase due to a change in your age or health or your use of the long-term care coverage, except when required by a change in benefits under the policy. Premiums may also change as a result of policy changes you make after the original Policy Effective Date or due to increases in coverage under applicable inflation protection riders. Also, premiums may change if required by law. We must give you at least 60 days written notice before we change premium.

This policy is a legal contract between you, the Insured, and us, Mutual of Omaha Insurance Company.

READ YOUR POLICY CAREFULLY.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

If You Are Eligible For Medicare, Review The Guide To

Health Insurance For People With Medicare Available From Us.

This policy is not participating and therefore will pay no dividends.

This policy is an approved Long-Term Care Insurance Policy under California law and regulation. However, the benefits payable by this policy will not qualify for Medi-Cal asset protection under the California Partnership for Long-Term Care. For information about policies and certificates qualifying under the California Partnership for Long-Term Care, call the Health Insurance Counseling and Advocacy Program at the toll-free number, 1-800 434-0222.

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Mutual of Omaha Insurance Company
[Long Term Care Service Office]
[P.O. Box 64901]
[St. Paul, MN 55164-0901]
[Toll Free 1-877-894-2478]

Insured:

[**John Q. Public**]

Issue Age: [**57**]

Sex: [M]

[Spouse:

Suzy R. Public]

[Group: ABC Association]

Policy Number: [12345]

Policy Effective Date: [**January 1, 2013**]

Schedule Effective Date: [**January 1, 2013**]

Rate Classification

[Preferred/Select/Class I/Class II]

[Allowance]

[[Spouse] [Married] Allowance] [30%][15%]

[Producer]

[Group Rate]

Policy Schedule Print Date: [01/01/13]

POLICY SCHEDULE

Your Elimination Period: [0, 30, 60, 90, 180 or 365] [calendar days]

Your Maximum Lifetime Benefit: [Product of 24, 36, 48 or 60 X \$3,000 - \$10,000 OR Lifetime OR \$XXX,XXX.XX] [\$XXX,XXX.XX]

Your Maximum Monthly Benefit or MMB: [\$1,500 - \$10,000]

Benefits Provided by Your Policy

(Deducted From Your Maximum Lifetime Benefit When Paid Unless Otherwise Indicated in Your Policy Schedule)		
NURSING FACILITY BENEFITS		
Nursing Facility Maximum Monthly Benefit	[100% of MMB = [\$x,xxx] per month]	
Nursing Facility Bed Reservation Benefit	[100% of MMB = [\$xx.xx] per day, up to 30 days in a calendar year]	
RESIDENTIAL CARE FACILITY BENEFITS		
Residential Care Facility Maximum Monthly Benefit	[[75%][100%] of MMB = [\$x,xxx] per month] [Minimum [\$x,xxx] per month]	
Residential Care Facility Bed Reservation Benefit	[[100%] of MMB = [\$xx.xx] per day, up to 30 days in a calendar year] [Minimum [\$x,xxx] per month]	
HOME CARE BENEFITS		
[Home Care Maximum Monthly Benefit]	[[50%][75%][100%] of MMB = [\$x,xxx] per month] [Minimum [\$x,xxx] per month]	
BASIC POLICY BENEFITS PROVIDED BY RIDER		Your Premium
[Cash Benefit = [\$X,XXX] per month]	[Included]	[Basic Policy]
[Contingent Nonforfeiture Benefit]	[Included]	[Basic Policy]
OTHER POLICY BENEFITS		
Respite Care Maximum Monthly Benefit	[Pays up to 100% of MMB for one month in a calendar year = [\$x,xxx]]	
Hospice Care Benefit	Pays Nursing Facility Benefits, Residential Care Facility Benefits and Home Care Benefits for Hospice Care	
International Benefit	[Pays up to 100% of MMB up to an International Benefit Lifetime Maximum of 12 months = [\$xx,xxx]]	
Waiver of Premium	Included	
CARE COORDINATOR BENEFITS		
Care Coordinator Benefit	Included. See your policy. THIS BENEFIT IS NOT DEDUCTED FROM YOUR MAXIMUM LIFETIME BENEFIT.	
SUPPLEMENTAL LONG-TERM CARE BENEFITS		
Durable Medical Equipment Benefit	These benefits combined are payable up to your Supplemental Long-Term Care Maximum Lifetime Benefit of 5 times the HC MMB = [\$xx,xxx]	
Home Modification Benefit		
Medical Alert System Benefit		

OTHER BENEFITS INCLUDED IN YOUR COVERAGE		Your Premium
[Spouse Security Benefit -- 60%]	[Included]	[\$ xxx.xx]
[Spouse Waiver of Premium Benefit]	[Included]	[\$ xxx.xx]
[Spouse Waiver of Premium Qualification Period]	[XX Years]	
[Spouse Shared Care Benefit]	[Included]	[\$ xxx.xx]
[Spouse Survivorship Benefit]	[Included]	[\$ xxx.xx]
[Spouse Survivorship Benefit Qualification Period]	[XX Years]	
[Compound Inflation Protection – Lifetime: [1%] [1.25%] [1.5%] [1.75%] [2%] [2.25%] [2.5%] [2.75%] [3%] [3.25%] [3.5%] [3.75%] [4%] [4.25%] [4.5%] [4.75%] [5%]]	[Included] [Effective on Schedule Effective Date]	[\$ xxx.xx]
[Compound Inflation Protection With Buy Up Option: [1%] [1.25%] [1.5%] [1.75%] [2%] [2.25%] [2.5%] [2.75%] [3%] [3.25%] [3.5%] [3.75%] [4%] [4.25%] [4.5%] [4.75%] [5%]] [Final Buy Up Date [Insert Date]]	[Included] [Buy Up Effective on Schedule Effective Date]	[\$ xxx.xx]
[Compound Inflation Protection – Limited Period [10][15][20] Year: [1%] [1.25%] [1.5%] [1.75%] [2%] [2.25%] [2.5%] [2.75%] [3%] [3.25%] [3.5%] [3.75%] [4%] [4.25%] [4.5%] [4.75%] [5%]]	[Included]	[\$ xxx.xx]
[Compound Inflation Protection – Limited Period With Buy Up Option [10][15][20] Year: [1%] [1.25%] [1.5%] [1.75%] [2%] [2.25%] [2.5%] [2.75%] [3%] [3.25%] [3.5%] [3.75%] [4%] [4.25%] [4.5%] [4.75%] [5%]] [Final Buy Up Date [Insert Date]]	[Included] [Buy Up Effective on Schedule Effective Date]	[\$ xxx.xx]
[Return of Premium at Death Less Claims Benefit]	[Included]	[\$xxx.xx]
[Return of Premium at Death Before Age 65 Less Claims Benefit]	[Included]	[\$ xxx.xx]
[Three Times the Maximum Monthly Benefit Return of Premium at Death (Less Claims Paid) Benefit]	[Included]	[\$ xxx.xx]
[Three Times the Maximum Monthly Benefit Return of Premium Qualification Period]	[10 Years]	
[Nonforfeiture Benefit – Shortened Benefit Period]	[Included]	[\$ xxx.xx]
[Waiver of Elimination Period for Home Care Benefits]	[Included]	[\$xxx.xx]
BASIC POLICY PREMIUM		[\$XXX.XX]
[ANNUAL] TOTAL PREMIUM (BASIC POLICY + OTHER BENEFITS)		[\$XXX.XX]
PREMIUM MODE		[Annual, SemiAnnual, Quarterly, Monthly, PRD, 9pay, 10pay, 11pay, 12pay, 24pay, and 26pay]
YOUR TOTAL POLICY [MODAL] PREMIUM		[\$XXX.XX]

IF YOU ELECT TO PAY PREMIUMS OTHER THAN ANNUALLY, THE TOTAL AMOUNT OF PREMIUMS YOU WILL PAY EACH YEAR WILL BE GREATER THAN THE ANNUAL PREMIUM SHOWN IN THE TABLE BECAUSE THE COSTS ASSOCIATED WITH ADMINISTERING YOUR POLICY WILL BE GREATER.

Tax Qualified

The policy is intended to be a tax qualified long-term care insurance contract under §7702B(b) of the Internal Revenue Code of 1986, as amended. For additional information concerning the tax status of premiums paid and benefits received under the policy, you should consult your professional tax advisor.

ELIGIBILITY FOR THE PAYMENT OF BENEFITS

You are eligible for benefits under this policy if you are Chronically Ill. You are Chronically Ill if, within the preceding twelve month period, a Licensed Health Care Practitioner certifies that:

- (a) You are unable to perform, without Substantial Assistance from another person, at least two Activities of Daily Living for a period that is expected to last at least 90 consecutive days due to a loss of functional capacity; or
- (b) You require Substantial Supervision to protect yourself from threats to health and safety due to a Severe Cognitive Impairment.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY OF BENEFITS

Conditions

Except as otherwise provided in this policy, you must incur Eligible Expenses for Qualified Long-Term Care Services in order to receive benefits under this policy. Such Qualified Long-Term Care Services must be specified in a Plan of Care prepared for you by a Licensed Health Care Practitioner. Except for SUPPLEMENTAL LONG-TERM CARE BENEFITS, if you are eligible for more than one type of benefit under this policy on a single day, we will pay the benefit which pays the greater amount.

Satisfying the Elimination Period

Except as otherwise provided in this policy, we will not pay benefits for Eligible Expenses incurred during the Elimination Period. The Elimination Period commences on the first day you are eligible for benefits under this policy and on which you:

- (a) are Confined to a Nursing Facility or a Residential Care Facility;
- (b) receive Home Care or Adult Day Care; or
- (c) receive long-term care services covered under this policy that are Medicare eligible (for which benefits are not payable under this policy).

The Elimination Period must be satisfied only once during the term of this policy.

Maximum Lifetime Benefit

Except as otherwise provided in this policy, any benefits paid under this policy will reduce the amount of your Maximum Lifetime Benefit. No additional benefits are payable under this policy once the Maximum Lifetime Benefit has been reduced to zero.

CARE COORDINATION

Care coordination services provide you with the knowledge and training of a Care Coordinator who will review your unique situation and develop a Plan of Care to meet your needs. Care coordination is optional.

You may choose to use your own Care Coordinator. If you choose to use your own Care Coordinator, we will pay the Eligible Expenses you incur for your own Care Coordinator to perform an initial Assessment and develop an initial Plan of Care only. The maximum benefit payable will not exceed 1/6 of your Nursing Facility Maximum Monthly Benefit shown on your Policy Schedule.

If you choose to use a Care Coordinator selected by us and employed by a Care Management Provider Agency, we will pay the Eligible Expenses made by the Care Coordinator for the following services:

- (a) assessing your need for long-term care services;
- (b) developing your Plan of Care;
- (c) coordinating the delivery of long-term care services; and
- (d) if you desire, monitoring the delivery of such long-term care services.

The Care Coordinator who performs your Assessment and develops your Plan of Care will be independent of us. This means that the Care Coordinator will not be our employee and will not receive compensation linked to the outcome of the Assessment.

You are not required to use a Care Coordinator to receive benefits under this policy. While a Care Coordinator will assist you in identifying qualified providers, you are responsible for choosing your long-term care providers. You are not required to use the providers identified in any Plan of Care developed by a Care Coordinator.

You do not need to satisfy the Elimination Period to receive the services of a Care Coordinator. The Eligible Expenses made by a Care Coordinator will not reduce your Maximum Lifetime Benefit.

To request a Care Coordinator, call the toll-free telephone number shown in the Policy Schedule.

DEFINED TERMS - CARE COORDINATION

Care Coordinator means a Licensed Health Care Practitioner who is qualified by training and experience to assess and coordinate the overall care needs of a person who is Chronically Ill. The care coordinator may provide services independent of, or be employed by or under contract to, an agency.

Care Management Provider Agency means an agency approved by the California State Department of Health Care Services to provide care coordination services.

NURSING FACILITY BENEFITS

Nursing Facility Benefit

We will pay a Nursing Facility Benefit if you are Confined to a Nursing Facility. The Nursing Facility Benefit is equal to the Eligible Expenses made by a Nursing Facility each month, up to the Nursing Facility Maximum Monthly Benefit.

Eligible Expenses payable under the Nursing Facility Benefit are limited to:

- (a) room and board;
- (b) Ancillary Services; and
- (c) patient supplies provided by the Nursing Facility for care of its residents.

Eligible Expenses do not include Physician's charges; hospital and laboratory charges; prescription or non-prescription medication; transportation; items and services furnished at your request for comfort, convenience or entertainment, such as televisions, telephones, and beauty care; or guest meals or Spouse charges.

Nursing Facility Bed Reservation Benefit

If you are Confined to a Nursing Facility and absent for any reason other than discharge, we will continue to pay the NURSING FACILITY BENEFIT as if you were still Confined. This Nursing Facility Bed Reservation Benefit will be paid only if you have incurred a charge to reserve your place at the Nursing Facility. No additional Nursing Facility Bed Reservation Benefits are payable in any calendar year once we have paid Nursing Facility Bed Reservation Benefits for the maximum number of days shown in the Policy Schedule. Any unused days cannot be carried over to the next calendar year.

DEFINED TERMS - NURSING FACILITY BENEFITS

Nursing Facility means a facility or distinctly separate part of a facility that is engaged primarily in providing nursing care. If required by the state in which it is located, a nursing facility must have the appropriate state licensure, certification, or registration to operate as a nursing facility.

If the state in which it is located does not require a nursing facility to be licensed, certified or registered, the facility must meet the following requirements:

- (a) provides twenty-four (24) hour-a-day nursing care under the supervision of a Nurse or Physician.;
- (b) maintains a daily medical record of each inpatient; and
- (c) provides nursing care at skilled, intermediate, or custodial levels.

An Alzheimer's Facility or a Hospice Care Facility may be a nursing facility if such facility meets the requirements contained in this definition for a nursing facility located in a state which does not require licensure, certification or registration.

Nursing facility does not include a hospital or clinic; a Residential Care Facility; or your Home.

RESIDENTIAL CARE FACILITY BENEFITS

Residential Care Facility Benefit

We will pay a Residential Care Facility Benefit if you are Confined to a Residential Care Facility. The Residential Care Facility Benefit is equal to the Eligible Expenses made by a Residential Care Facility each month, up to the Residential Care Facility Maximum Monthly Benefit.

Eligible Expenses payable under the Residential Care Facility Benefit are limited to:

- (a) room and board;
- (b) Ancillary Services and Personal Care; and
- (c) patient supplies provided by the Residential Care Facility for care of its residents.

Eligible Expenses do not include Physician's charges; hospital and laboratory charges; prescription or non-prescription medication; transportation; items and services furnished at your request for comfort, convenience or entertainment, such as televisions, telephones, and beauty care; or guest meals or Spouse charges.

Residential Care Facility Bed Reservation Benefit

If you are Confined to a Residential Care Facility and absent for any reason other than release from the facility, we will continue to pay the RESIDENTIAL CARE FACILITY BENEFIT as if you were still Confined. This Residential Care Facility Bed Reservation Benefit will be paid only if you have incurred

a charge to reserve your place at the Residential Care Facility. No additional Residential Care Facility Bed Reservation Benefits are payable in any calendar year once we have paid Residential Care Facility Bed Reservation Benefits for the maximum number of days shown in the Policy Schedule. Any unused days cannot be carried over into the next calendar year.

DEFINED TERMS - RESIDENTIAL CARE FACILITY BENEFITS

Residential Care Facility means a facility licensed as a residential care facility for the elderly or a residential care facility as defined in the California Health and Safety Code. Outside California, eligible providers are facilities that meet applicable licensure standards, if any, and are engaged primarily in providing care and related services sufficient to support needs resulting from impairment in Activities of Daily Living or impairment in cognitive ability and which also:

- (a) operate pursuant to state law;
- (b) provide 24 hour-a-day care and services sufficient to support needs resulting from the inability to perform Activities of Daily Living or from Severe Cognitive Impairment;
- (c) have a trained and ready-to-respond employee on duty in the facility at all times to provide care and services;
- (d) provide three meals a day and accommodate special dietary needs;
- (e) have agreements to ensure that residents receive the medical care services of a Physician or a Nurse in the event of a medical emergency; and
- (f) have appropriate methods and procedures to provide necessary assistance to residents in the management of prescribed medications.

An Alzheimer's Facility or a Hospice Care Facility may be a residential care facility if such facility meets the requirements contained in this definition for a residential care facility located in a state which does not require licensure, certification, or registration.

A residential care facility is not a hospital or clinic, a Nursing Facility, or your Home.

HOME CARE BENEFITS

We will pay a Home Care Benefit if you receive Home Care or Adult Day Care. The Home Care Benefit is equal to the Eligible Expenses incurred by you for Home Care or Adult Day Care each month, up to the Home Care Maximum Monthly Benefit shown in the Policy Schedule. "Home Care" means the following services:

- (a) Home Health Care;
- (b) Adult Day Care;
- (c) Personal Care;
- (d) Homemaker Services;
- (e) Hospice Care; and
- (f) Respite Care.

To be eligible for Home Care Benefits, Eligible Expenses incurred by you for Home Care must be provided by a Home Care Agency or Independent Provider and for Adult Day Care must be provided by an Adult Day Care Center. Home Care Benefits include Eligible Expenses incurred by you for transportation to and from an Adult Day Care Center.

DEFINED TERMS - HOME CARE BENEFITS

Adult Day Care means medical or nonmedical care on a less than 24-hour basis, provided in a licensed facility outside the Home, for persons in need of personal services, supervision, protection, or assistance in sustaining daily needs, including eating, bathing, dressing, ambulating, transferring, toileting, and taking medications.

Adult Day Care Center means a facility that is licensed or certified to provide Adult Day Care and may include: Adult Day Care facilities and adult social day care facilities, which are licensed by the California Department of Social Services; adult day health care facilities licensed by the California Department of Health Services; and Alzheimer day care resource centers administered by the California Department of Health Services.

Home means the place where you maintain your primary independent residence. Home does not include:

- (a) an institutional setting where you are dependent on others for assistance with Activities of Daily Living; or
- (b) the residence of the person providing your Home Care.

Home Care Agency means an entity that is regularly engaged in providing Home Care services, Personal Care, and Homemaker Services for compensation and employs a staff who are qualified by training or experience to provide such care. The entity must:

- (a) be supervised by a qualified professional such as a Registered Nurse (RN), a licensed social worker, or a Physician;
- (b) keep clinical records or care plans on all patients;
- (c) provide ongoing supervision and training to its employees appropriate to the services to be provided; and
- (d) have the appropriate state licensure, accreditation or certification, where required.

Home Health Care means skilled nursing or other professional services in the residence, including, but not limited to, part-time and intermittent skilled nursing services, home health aide services, physical therapy, occupational therapy, or speech therapy and audiology services, and medical social services by a social worker.

Homemaker Services means assistance with activities necessary to or consistent with your ability to remain in your Home. Such services must be provided by a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner or a multidisciplinary team under medical direction.

Independent Provider means any of the following individuals who provide services independently of, and are not affiliated with, a Home Care Agency: home health aide, certified nursing assistant, Nurse, audiologist, nutritional or chemotherapy specialist, or physical, occupational, respiratory, or speech therapist.

An independent provider must be licensed or certified to provide the services such individual provides in the state where the care will be provided, if required by the state. For a home health aide or certified nursing assistant, registration in a government-sponsored nurse aide registry will be an acceptable substitution for licensure or certification.

The independent provider cannot be an immediate Family Member.

RESPITE CARE BENEFITS

In order to provide temporary relief to an unpaid caregiver, you may receive Respite Care during a temporary stay in a Nursing Facility or Residential Care Facility or in your Home or an Adult Day Care Center. When you receive Respite Care, we will pay the Eligible Expenses made by a Nursing Facility or Residential Care Facility or incurred by you for Home Care or Adult Day Care each month, up to the Respite Care Maximum Monthly Benefit. Respite Care Benefits will be paid for no longer than the period of time shown in the Policy Schedule. You do not need to satisfy the Elimination Period to receive Respite Care Benefits.

DEFINED TERMS - RESPITE CARE BENEFITS

Respite Care means short-term care provided in an institution, in the Home, or in a community based program that is designed to relieve your primary caregiver in the Home.

HOSPICE CARE BENEFITS

If you are Terminally Ill, you may receive Hospice Care during a Confinement to a Nursing Facility or Residential Care Facility or in your Home or Adult Day Care Center. When you receive Hospice Care, we will pay NURSING FACILITY BENEFITS, RESIDENTIAL CARE FACILITY BENEFITS and HOME CARE BENEFITS, without requiring you to satisfy the Elimination Period. No additional Hospice Care Benefits are payable if your Physician ceases to certify you as Terminally Ill.

DEFINED TERMS - HOSPICE CARE BENEFITS

Hospice Care means services designated to provide palliative care and alleviate your physical, emotional, spiritual and social discomforts if you are Terminally Ill and in the last phases of life. Care may be provided by a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner or a multidisciplinary team under medical direction.

Terminally Ill means having one year or less to live, as certified by a Physician.

INTERNATIONAL BENEFIT

We will pay an International Benefit if you are Confined to a Nursing Facility or Residential Care Facility or receive Home Care or Adult Day Care outside of the United States, its possessions or territories, Canada, or the United Kingdom. The International Benefit is equal to the Maximum Monthly Benefit shown in the Policy Schedule. The International Benefit is paid each month you are eligible to receive the International Benefit. The International Benefit will be paid regardless of whether Eligible Expenses incurred by you in any month are more or less than the Maximum Monthly Benefit. No additional International Benefits are payable under this policy once we have paid International Benefits equal to the International Benefit Lifetime Maximum shown in the Policy Schedule.

We will pay the International Benefit in place of any other policy or rider benefit. We will not pay a Cash Benefit, under any Cash Benefit Rider that may be part of your coverage, if you are receiving the International Benefit.

All payments of International Benefits will be made in U.S. dollars. We will pay International Benefits only if the care and services received by you occurred in a country where payment is not prohibited by United States Government sanctions, as specified by the United States Department of the Treasury's

Office of Foreign Assets Control. In addition, all services must be given by providers who meet the licensing or certification requirements, if any, of the jurisdiction in which the services are received.

SUPPLEMENTAL LONG-TERM CARE BENEFITS

You can receive Supplemental Long-Term Care Benefits at the same time you receive other benefits under this policy. No further Supplemental Long-Term Care Benefits will be paid once we have paid Supplemental Long-Term Care Benefits in an amount equal to the Supplemental Long-Term Care Lifetime Maximum shown in the Policy Schedule. You do not need to satisfy the Elimination Period to receive Supplemental Long-Term Care Benefits. To receive the SUPPLEMENTAL LONG-TERM CARE BENEFITS they must be recommended in a Plan of Care.

Durable Medical Equipment Benefit

We will pay the Eligible Expenses for Durable Medical Equipment. Eligible Expenses payable under the Durable Medical Equipment Benefit are limited to the purchase price of the Durable Medical Equipment or, if such Durable Medical Equipment is normally rented on a periodic basis, the rental charge. The decision whether to purchase, as opposed to rent, Durable Medical Equipment will be made by us.

"Durable Medical Equipment" means equipment which:

- (a) is functionally necessary and not just for your convenience;
- (b) is designed for repeated and prolonged use;
- (c) is suited for use in your Home; and
- (d) can enhance your ability to perform Activities of Daily Living.

Durable medical equipment includes, but is not limited to, infusion pumps, special hospital-style beds, walkers, or wheelchairs. Durable medical equipment does not include any drug, medicine or equipment implanted in your body, temporarily or permanently, modifications to your Home, motorized scooters, or sporting, protective, athletic, or exercise equipment.

Home Modification Benefit

We will pay the Eligible Expenses for modifications to your Home which are recommended in a Plan of Care to enhance your ability to perform the Activities of Daily Living and/or allow you to remain in your Home safely. Examples include installation of a ramp or grab bars in the bathroom. It cannot include Home repair, remodeling, or installation of a hot tub, swimming pool, or jacuzzi or other similar items or services. Eligible Expenses payable under the Home Modification Benefit are limited to the expenses incurred by you for labor, equipment, and supplies. The Home Modification Benefit may not be used solely to increase the value of your Home.

Medical Alert System Benefit

We will pay the Eligible Expenses for a Medical Alert System to be installed in your Home. A "Medical Alert System" is a communication system installed in your Home that is used solely for the purpose of calling for assistance in the event of a medical emergency. A medical alert system does not include charges for regular telephone service, or for a home security system, or any other similar service or device. Eligible Expenses payable under the Medical Alert System Benefit are limited to the installation and rental charges for a Medical Alert System.

EXCLUSIONS

We will not pay benefits under this policy for:

- (a) services provided by a Family Member;
- (b) services for which no charge would be made in the absence of insurance;
- (c) services provided outside of the United States, its territories, Canada or the United Kingdom (except as provided in the INTERNATIONAL BENEFIT section of this policy);
- (d) services provided due to suicide whether or not you had the capacity to control what you were doing, attempted suicide or an intentionally self-inflicted injury;
- (e) treatment of alcoholism or drug addiction (except for long-term care resulting from alcoholism or drug addiction or for an addiction to a prescription medication when administered in accordance with the advice of your Physician);
- (f) treatment provided in a government facility, unless we are required by law to cover the charges;
- (g) treatment of an injury or sickness which would entitle you to benefits under any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law;
- (h) services received while this policy is not in force (except as provided in the Extension of Benefits section); or
- (i) services provided due to an act of declared or undeclared war.

Non-Duplication of Benefits

We will not pay benefits under this policy to the extent that Eligible Expenses are reimbursable under Medicare or other governmental program (except Medi-Cal or Medicaid) or would be so reimbursable, except for the application of a deductible or coinsurance amount.

WAIVER OF PREMIUM

We will waive the payment of premium for this policy if you are receiving NURSING FACILITY BENEFITS, RESIDENTIAL CARE FACILITY BENEFITS, or HOME CARE BENEFITS for, in any month, at least eight days of Home Care or Adult Day Care. We will waive premium so long as such benefits are payable. The Elimination Period must be satisfied before we will waive the payment of premium for this policy. Any premium paid for a period for which premiums have been waived will be credited towards future premium payments. When the waiver period ends, premium payments will resume for this policy and must be paid to keep this policy in force.

RIGHT TO REDUCE COVERAGE AND LOWER PREMIUMS

After one year from your Policy Effective Date, you may retain coverage under this policy while reducing your future premiums in one or more of the following ways:

- (a) Reducing only the Maximum Lifetime Benefit;
- (b) Reducing the Nursing Facility Maximum Monthly Benefit, the Residential Care Facility Maximum Monthly Benefit, the Home Care Maximum Monthly Benefit and resulting Maximum Lifetime Benefit; or
- (c) Converting to a Nursing Facility Only or Home Care Only policy if we are then issuing those policies for sale in California.

The premium for the policy that is reduced in coverage will be based on your age at issue and the premium rate applicable to the amount of reduced coverage at the original issue date.

Any inflation protection that applied to the policy prior to a reduction in the Maximum Lifetime Benefit or the monthly maximums will apply in the same manner to the reduced maximums.

In the event that this policy is about to lapse, we will advise you of the option to lower the premium by reducing coverage and of the premiums applicable to the reduced coverage. The notice will provide you with at least 30 days in which to elect reduced coverage; and the policy will be reinstated without proof of insurability if you elect the reduced coverage. If you have elected a nonforfeiture benefit rider and this policy is kept in force under the nonforfeiture benefit rider, you cannot also elect reduced coverage in accordance with this provision.

ELIGIBILITY FOR NEW SERVICES

If we develop new benefits or benefit eligibility provisions for similar California policy forms that are not included in this policy, we will notify you of the availability of the new benefits and/or provisions unless you are receiving benefits or you are within the Elimination Period. We will notify you within 12 months of the availability of those changes. You will then have an opportunity to acquire the new benefits and/or provisions in one of the following ways:

- (a) By adding a rider to the existing policy and paying a separate premium for the new benefit or benefit eligibility based on your then attained age. The premium for the existing policy will remain unchanged based on your age at issuance of the policy;
- (b) By replacing this policy with a new policy and recognizing past insured status by giving a premium credit of five percent for each full year this policy was in force toward all subsequent premium payments for the replacement policy. The cumulative credit allowed will not exceed 50 percent, and no credit will be provided if a claim has been filed under this policy; or
- (c) By replacing the existing policy with a new policy; and recognizing past insured status by setting the Issue Age for the new policy at the Issue Age of the policy being replaced, as shown in the policy schedule.

To qualify for the upgraded coverage, we may require submission of a new application and require you to provide the same proof of insurability as applies to the issuance of a new policy.

COVERAGE INCREASES

You have the option to apply, as of any Policy Anniversary Date, to pay an additional premium to increase coverage to any coverage amount then available under the policy by adding a rider. The extra premium for any such increased coverage will be calculated based on your age on the date of application for the additional coverage.

The premium for the coverage provided by the original policy will not be changed by the addition of one or more coverage increase riders, and will continue to be based on your age when the original policy was issued.

We may require submission of a new application and require you to provide proof of insurability, in addition to the payment of additional premium, to qualify for the additional coverage. We may restrict the aggregate amount of additional coverage that may be acquired by rider to the maximum coverage

allowed by us for the issuance of a new policy. We may also use the same age restrictions for the issuance of the rider as we use for the issuance of a new policy.

COVERAGE PROVISIONS

Term of Coverage

If you have paid the initial premium due under this policy, your coverage begins on the Policy Effective Date. Your coverage will continue so long as you pay the premium for this policy.

Policy Termination

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel this policy (in which case the grace period will not apply);
- (b) the date of your death;
- (c) the date the Maximum Lifetime Benefit is reduced to zero; or
- (d) the date this policy lapses for nonpayment of premium.

Termination will not affect any claim made under this policy while it was in force.

Extension of Benefits

If your policy lapses for nonpayment of premium while you are continuously Confined in a Nursing Facility or Residential Care Facility, benefits will be continued under this policy.

CLAIM PROVISIONS

Notice of Claim

Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by you or on your behalf to us at Mutual of Omaha Insurance Company, [P.O. Box 64901, St. Paul, MN 55164-0901] or to any of our authorized agents, with information sufficient to identify you, will be deemed notice to us.

How Claims Are Evaluated

When notice of claim is received, we will collect the information we need to determine whether you are Chronically Ill. We will arrange for you to undergo an Assessment at no cost to you. We may need to contact your Physician or other care provider and to review your medical records. If you are eligible for benefits, we will arrange for a Plan of Care to be developed by a Licensed Health Care Practitioner.

Right to a Second Assessment

After the initial Assessment, we will notify you if the Licensed Health Care Practitioner determines that you are not Chronically Ill. If the Licensed Health Care Practitioner determined that you are not Chronically Ill without personally examining you, we will provide a second Assessment. However, if the Licensed Health Care Practitioner personally examined you for the initial Assessment, we will not pay for a second Assessment, although you may arrange for a second Assessment at your own cost.

Claim Forms

We, upon receipt of a notice of claim, will furnish you with such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished within 15 days after the giving of such notice, you will be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time noted below on Proof of Loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss must be furnished to us at our said office in case of claim for loss for which the policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which we are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time of Payment of Claims

We will make periodic payments for benefits which have accrued for more than one month. Subject to our receipt of written proof of loss, accrued benefits for such loss will be paid at the end of each month. Any balance unpaid when our liability for such loss ends will be paid immediately upon our receipt of written proof. Benefits for any other covered loss will be paid immediately once we receive written proof of loss.

Beginning on the first calendar day after payment of claim is due, if we fail to pay your accepted claim we will pay interest on the accepted claim at a rate of 10% per annum.

Proration of Benefits

If you are eligible to receive NURSING FACILITY BENEFITS, RESIDENTIAL CARE FACILITY BENEFITS, HOME CARE BENEFITS, or RESPITE CARE BENEFITS under this policy for less than the entire month, we will adjust such benefits for that month. Such benefits will be prorated based on the number of days you are confined to a Nursing Facility or Residential Care Facility that month, or the number of days which remain in the month after you first receive Home Care or Adult Day Care. We will assume that each of such months consist of 30 days regardless of the actual number of days in such month.

Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity will be payable to your estate. Any other accrued indemnities unpaid at your death may, at our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to you.

If any indemnity of the policy will be payable to your estate, or to you or your beneficiary and you or such beneficiary is a minor or otherwise not competent to give a valid release, we may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of you or your beneficiary who is deemed by us to be equitably entitled thereto. Any payment made by us in good faith pursuant to this provision will fully discharge us to the extent of such payment.

Written Notification of Claim Denial

You will be notified in writing whether or not you are eligible for benefits. We will notify you within 10 days of receiving all the required information. If we deny benefits, we will provide you with the basis for our denial within 40 days of our receipt of all the required information.

Appealing a Claims Decision

If you disagree with any of our decisions regarding a claim, you may request in writing that we reconsider the decision. Such request must be made within 60 days of the date we notify you of our decision. You should submit any additional information that you feel we need to review our decision. You should include the names, addresses, and phone numbers of any care providers you think we should contact to learn more about your condition. You are responsible for the expense of securing additional information. We will reconsider our decision and send you written notification of the results. If we deny your appeal request, completely or partially, we will provide you with the basis for our denial. We will send you that information within 60 days of the date of our denial.

Assignment of Benefits

You may instruct us to pay policy benefits directly to the provider responsible for providing your care. You must provide such instructions to us in writing. The care provider must also agree to the assignment of benefits. We do not assume any responsibility for the validity or effectiveness of any assignment.

Right of Recovery

If we pay benefits in a total amount which is, at any time, in excess of the benefits payable under this policy, we will have the right to recover such excess from you or from any providers to whom such payments were made. We may withhold future benefit payments in order to recover such excess benefit payments.

PREMIUM PROVISIONS

Payment of Premiums

You will pay premiums to us to keep this policy in force. Your first premium is due on the Policy Effective Date. The frequency of payment you selected is shown as the premium mode in the Policy Schedule. You may change the premium mode by giving us prior written or verbal notice. We must receive your request at least 30 days prior to any premium payment date.

Protection Against Unintentional Lapse

You have the right, at the time of application, to designate at least one person who is to receive notice of lapse or termination for nonpayment of premiums, in addition to yourself. You may change this designation at any time. To do so, you must notify us in writing. We will remind you in writing every two years of this opportunity.

If this policy lapses due to nonpayment of premiums because you were Chronically Ill, you may request, within five months of the date of lapse, that we reinstate this policy without requiring an application. You must undergo an Assessment by a Licensed Health Care Practitioner and obtain a certification that you became Chronically Ill on or before the date of lapse. Upon payment of all past due premiums, your policy will be reinstated as of the lapse date.

Refund of Unearned Premiums

Upon receipt of notice that you cancelled your policy or that you have died, we will refund the portion of the premium paid for the period between the date of cancellation or death and the next premium due date. We will pay the refund to you or, upon your death, your Spouse, if living, or to your estate.

Unpaid Premiums

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

GENERAL POLICY PROVISIONS

Entire Contract and Changes

This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy will be valid until approved by our Executive Officer and unless such approval be endorsed hereon or attached hereto. No agent has the authority to change this policy or to waive any of its provisions.

"Executive Officer" means our chief executive officer, the president, vice president, corporate secretary, or assistant corporate secretary.

Time Limit on Certain Defenses

In issuing this policy, we have relied upon the information presented by you in your application. We may rescind your policy or deny a claim due to a material misrepresentation in your application if your policy has been in force for less than two years. Your original Policy Effective Date is shown on your Policy Schedule.

After two years from the date you become insured under this policy, only fraudulent misstatements in the application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

Grace Period

This policy has a 65-day grace period. This means that if a premium is not paid in full by the date it is due, it may be paid during the 65-day period following that date. During the grace period, this policy will stay in effect.

This policy will not lapse for nonpayment of premium unless we have given notice to you and any person(s) designated by you in the application, at the address provided by you for purposes of receiving notice of lapse. Notice will not be mailed until 30 days after the premium due date for a premium that is due and unpaid. Notice will be given by United States first-class mail. You will have at least 35 calendar days from the date of the notice of lapse to pay all premiums that are due. If the overdue premiums remain unpaid, this policy will lapse as of the premium due date.

Reinstatement

If any renewal premium is not paid within the time granted you for payment, a subsequent acceptance of premium by us or by an agent duly authorized by us to accept such premium, without requiring in connection therewith an application for reinstatement, will reinstate the policy. However, if we or our agent require an application for reinstatement and issue a conditional receipt for the premium tendered,

the policy will be reinstated upon approval of such application by us, or lacking such approval, upon the 45th day following the date of such conditional receipt unless we have previously notified you in writing of our disapproval of such application.

The reinstated policy will cover only loss resulting from an injury sustained or physical or mental condition that begins after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed, unless special conditions are added in connection with the reinstatement. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Address for Notices and Requests

If, under this policy, you are required to provide notice or make a request to us, such notices or requests must be given to us at our Long-Term Care Service Center. The address and phone number for our Long-Term Care Service Center is shown on the first page of the Policy Schedule. If such address or phone number changes in the future, we will send you a revised Policy Schedule or otherwise notify you of such change.

Clerical Error

Clerical errors or delays in making entries on our records will not void your coverage if your coverage would otherwise have been in effect. Clerical error will also not extend your coverage if your coverage would otherwise have ended or been reduced as provided by this policy. If a clerical error is found, premiums and benefits will be adjusted accordingly.

Physical Examinations

We, at our expense, may require you to undergo a physical examination by a Physician when and as often as is reasonable while a claim is pending.

Misstatement of Age or Sex

If your age or sex has been misstated in the application, all benefits payable will be those which the premium paid would have purchased at the correct age or sex.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

Change of Beneficiary

The right to change of beneficiary is reserved to you and the consent of the beneficiary or beneficiaries will not be requisite to any change in beneficiary.

Nonparticipating

This policy will not pay dividends nor share in any of our surplus or earnings.

Conformity with Internal Revenue Code

If on its effective date, this policy does not comply with the requirements of Section 7702B(b) of the Internal Revenue Code of 1986, as amended, it will be treated as if it had been changed to comply with

those requirements. Because this policy is guaranteed renewable, we will inform you in writing of any required change in the provisions of this policy, and you will be given the choice of accepting the change, or retaining this policy without that change.

Compliance with Law

We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation.

Actions In the Event of a Publicly Funded National or State Plan

If a non-Medicaid (Medi-Cal) national or state long-term care program created through public funding substantially duplicates benefits provided by this policy, we will offer you the following options:

- (a) To reduce your future premium payments; or
- (b) To increase future benefits.

The amount of premium reductions and future benefit increases will be based on the extent of the duplication of covered benefits, the amount of past premium payments, and our claims experience. Our premium reduction and benefit increase plan will first be filed with and approved by the California Department of Insurance.

DEFINITIONS

Capitalized terms used in this policy have the meanings assigned to them in this section of the policy.

Activities of Daily Living means the following self-care functions:

Bathing: Washing oneself by sponge bath or in either a tub or shower, including the act of getting into or out of a tub or shower.

Continence: The ability to maintain control of bowel and bladder function or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.

Eating: Feeding oneself by getting food in 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, getting on and off the toilet, and performing associated personal hygiene.

Transferring: The ability to move into or out of a bed, chair, or wheelchair.

Assessment means an evaluation performed by a Licensed Health Care Practitioner independent of us to determine or verify that you are Chronically Ill. The assessment will be based on objective standards of measurement using generally accepted tests to produce verifiable results.

Chronically Ill has the meaning found for such term in the ELIGIBILITY FOR THE PAYMENT OF BENEFITS section of this policy.

Confinement or **Confined** means to be admitted as a resident for a period of time for which a charge is incurred for room and board.

Eligible Expenses means expenses you incur for which benefits may be payable under the terms of this policy up to the applicable policy maximums. Eligible expenses do not include the expenses described in the EXCLUSIONS section of this policy.

Elimination Period means the number of calendar days shown as “Your Elimination Period” in the Policy Schedule.

Family Member means your mother, father, son, daughter, brother, sister or Spouse.

Hospice Care Facility means a facility which provides a formal Hospice Services program directed by a Physician on an inpatient basis. A hospice care facility must be licensed or certified by the state in which it is located, if such license is required.

Issue Age means the age shown as the “Issue Age” in the Policy Schedule.

Licensed Health Care Practitioner means any of the following who is not a Family Member: a Physician; a registered nurse (RN); a licensed social worker; or any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States.

Maximum Monthly Benefit means the amount shown as “Your Maximum Monthly Benefit” or “MMB” in the Policy Schedule. The maximum monthly benefit may be increased or decreased in accordance with the terms of this policy.

Maximum Lifetime Benefit means the amount shown as “Your Maximum Lifetime Benefit” in the Policy Schedule. The maximum lifetime benefit may be increased or decreased in accordance with the terms of this policy. If the term “Lifetime” is shown in the Policy Schedule, as in the Maximum Lifetime Benefit, there is no limitation on the amount of the maximum lifetime benefit.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended.

Nurse means someone who is licensed as a registered nurse (RN), licensed practical nurse (LPN), or licensed vocational nurse (LVN) and is operating within the scope of that license. Nurse does not include you, a Family Member, or anyone who normally resides in your Home.

Personal Care means assistance with the Activities of Daily Living, including the instrumental activities of daily living, provided by a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner or a multidisciplinary team under medical direction. Instrumental activities of daily living include using the telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry, and light housekeeping.

Physician means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she performs such function or action (as defined in Section 1861 (r) (1) of the Social Security Act) other than you or a Family Member. He or she must be providing services within the scope of his or her license.

Plan of Care means a written plan of services prescribed for you by a Licensed Health Care Practitioner. We reserve the right to discuss your plan of care with the Licensed Health Care Practitioner. We have the right to verify that your plan of care is appropriate and consistent with generally accepted standards for care of the Chronically Ill. The plan of care must specify the type, cost, frequency, and providers of all formal and informal long-term care services you require. The plan of care will be modified as required to reflect changes in your functional or cognitive abilities, social situation, and care service needs.

Policy Anniversary Date means any yearly anniversary of the Policy Effective Date while this policy is in effect.

Policy Effective Date means the date shown as the “Policy Effective Date” on the Policy Schedule.

Policy Schedule means the pages following this policy that are identified as the “Policy Schedule.” The policy schedule contains information specific to you and the benefits provided under this policy.

Policy Year means each yearly period commencing on the Policy Effective Date and thereafter each Policy Anniversary Date.

Qualified Long-Term Care Services means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services and Maintenance or Personal Care Services which are required by a Chronically Ill person. “Maintenance or Personal Care Services” means any care the primary purpose of which is the provision of needed assistance with helping you conduct your Activities of Daily Living while you are Chronically Ill. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

Registered Domestic Partner means a pair of adults who have registered themselves as domestic partners in accordance with state law.

Representative means a person or entity legally empowered to represent you.

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 reliably measure impairment in your:

- (a) short-term or long-term memory;
- (b) orientation as to people, places or time;
- (c) deductive or abstract reasoning; and
- (d) judgment as it relates to safety awareness.

Spouse means the person to whom you are legally married or your Registered Domestic Partner.

Substantial Assistance means either Hands-on Assistance or Standby Assistance.

- (a) **Hands-on Assistance** means the physical assistance of another person without which you would be unable to perform the Activities of Daily Living.
- (b) **Standby Assistance** means the presence of another person, within your arm’s reach, that is necessary to prevent, by physical intervention, injury while you are performing the Activities of Daily Living.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (including, but not limited to, such threats as may result from wandering).

COMPLAINT NOTICE: Please contact Mutual of Omaha Insurance Company, [Long Term Care Office, P.O. Box 64901, St. Paul, Minnesota 55164-0901, telephone 1-877-894-2478], if you feel that problem you are having with your insurance is not being resolved satisfactorily. If we cannot resolve the problem, you may contact the Department of Insurance; however, they should be contacted only after your contact with us has failed to produce a satisfactory solution to the problem. You may write to the California Department of Insurance, Consumer Services Division, 300 South Spring Street, Los Angeles, CA 90013 or call them at 1 (800) 927-HELP.

MUTUAL OF OMAHA INSURANCE COMPANY

MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

SPOUSE/PARTNER AMENDMENT RIDER

This rider is made a part of the policy to which it is attached. It is subject to all parts of your policy not in conflict with this rider. In the event of a conflict between this rider and any other provision of your policy, this rider will control.

Rider Date (same as the *policy effective date*)

SPOUSE & PARTNER DEFINITION AMENDMENTS

The definition of *spouse* contained in your policy is removed and replaced by the following:

Spouse means the person to whom you are legally married, your *registered domestic partner* or your *partner*.

The following definition of *partner* is added to your policy:

Partner means the one adult person who:

- (a) shares a serious and committed personal relationship with you that is intended to be lifelong;
- (b) has shared a common permanent residence with you on a continuous basis for the most recent three years;
- (c) is not legally married, a *registered domestic partner*, or in a committed personal relationship to anyone else; and
- (d) is not related to you in any way that would bar marriage in the state where you and he or she reside.

TERMINATION AMENDMENTS

If your policy includes any optional riders which pay, relate or coordinate benefits with your *spouse*, the TERMINATION section of such riders is amended by adding the following item to the list of choices that begins with the statement "This rider will terminate on the earliest of:"

1. For the **Spouse Waiver of Premium Rider**, **Spouse Security Benefit Rider**, or **Spouse Survivorship Benefit Rider**, this rider will terminate on the earliest of . . . :
 - (a) the date your relationship with your *partner* ends.
2. For the **Spouse Shared Care Benefit Rider**, this rider will terminate on the earliest of . . . :
 - (a) If you have not received benefits under this rider, the earlier of:
 - (1) the date we receive your written or verbal request to terminate this rider; or
 - (2) the date your relationship with your *partner* ends.

If your policy includes any optional riders which pay, relate or coordinate benefits with your *spouse*, you must notify us within 90 days of the date your relationship with your *partner* ends.

TERMINATION

This rider ends on the date your policy ends.

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CASH BENEFIT RIDER

This rider is a part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy.

CASH BENEFITS

Payment of Cash Benefits

If you elect this benefit at the time of claim, we will pay a Cash Benefit each month you are Chronically Ill. The amount of the Cash Benefit to be paid each month is shown in the Policy Schedule. The Cash Benefit is a fixed monthly indemnity benefit that pays a lesser monthly benefit than other policy benefits for which you may be eligible. However, unlike other policy benefits, the Cash Benefit is not subject to an Elimination Period and proof of you incurring Eligible Expenses is not required.

A Cash Benefit will be paid in advance each month you are eligible for a Cash Benefit. If we determine you are eligible for a Cash Benefit for less than an entire month, we will adjust the Cash Benefit for that month. The Cash Benefit will be prorated based on the actual number of days you are eligible for a Cash Benefit in such month. We will assume that such month consists of 30 days regardless of the actual number of days in such month. If in any month you receive a Cash Benefit in excess of the amount for which you are eligible, we will reduce any future benefits paid to you under the policy by the amount of the unearned Cash Benefit.

Effect of Receiving Cash Benefits

While you are receiving Cash Benefits, no other benefits are payable under the policy. You may elect to discontinue receiving Cash Benefits by providing written notice to us. After Cash Benefits have been discontinued, you may receive any other benefit offered under the policy for which you are eligible. If you later decide not to receive other benefits under the policy, you may again elect to receive Cash Benefits.

Elimination Period

You do not need to satisfy the Elimination Period to receive Cash Benefits. However, any period for which you are receiving Cash Benefits cannot be used to satisfy the Elimination Period for any other benefit paid under the policy.

Plan of Care

We reserve the right to require you to submit a new Plan of Care at least once every 90 days while you are receiving Cash Benefits.

Eligible Expenses Not Required

You do not need to incur Eligible Expenses in order to qualify for the Cash Benefit. Your policy's exclusion for services provided by a Family Member is not applicable to the Cash Benefit.

Waiver of Premium

We will waive the payment of premium for the policy so long as you are receiving Cash Benefits. Any premium paid for a period for which premiums have been waived will be credited towards future premium payments. When the waiver period ends, premium payments will resume for the policy and must be paid to keep the policy in force.

This Waiver of Premium provision is in addition to the Waiver of Premium provision contained in the policy.

TERMINATION

This rider will terminate when the policy terminates.

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Company**

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COMPOUND INFLATION PROTECTION -- LIFETIME BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the date shown in the Policy Schedule.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy or this rider.

Compound Inflation Percentage means the percentage shown in the Policy Schedule for the Compound Inflation Protection – Lifetime Benefit.

Compound Inflation Protection Starting Date means the Policy Anniversary Date next following the effective date of this rider. However, if the effective date of this rider is the Policy Effective Date, the Compound Inflation Protection Starting Date is the first Policy Anniversary Date.

COMPOUND INFLATION PROTECTION – LIFETIME BENEFIT

Maximum Monthly Benefit

On each Policy Anniversary Date from and after the Compound Inflation Protection Starting Date, we will automatically increase the Maximum Monthly Benefit then in effect under the policy by the Compound Inflation Percentage. The increase in the Maximum Monthly Benefit will be rounded to the nearest whole dollar.

Coverage Maximum Amount

On the Policy Effective Date, the Coverage Maximum Amount is equal to the Maximum Lifetime Benefit. The current Coverage Maximum Amount is reduced for any reduction in coverage. On each Policy Anniversary Date from and after the Compound Inflation Protection Starting Date, we will automatically increase the current Coverage Maximum Amount at the end of the prior Policy Year by the Compound Inflation Percentage. The increase in the Coverage Maximum Amount will be rounded to the nearest whole dollar.

Maximum Lifetime Benefit

When this Inflation Protection Rider is part of your coverage, your policy's Maximum Lifetime Benefit is equal to:

- (a) the current Coverage Maximum Amount described above; minus;
- (b) the amount of any benefits paid in claims under your policy (except for benefits paid for services the policy schedule states are not deducted from the Maximum Lifetime Benefit).

Once the Maximum Lifetime Benefit has been reduced to zero, no additional benefits will be payable under your policy.

Benefits NOT Tied to CPI

The benefits provided by this rider are not based on the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor or any other published index. The benefits provided by this rider may be greater or less than the actual economic inflation rate.

No Effect on Premiums

The premium for your policy will not increase solely because your Maximum Monthly Benefit and Coverage Maximum Amount increase under this rider.

Final Benefits

If your Maximum Lifetime Benefit is less than or equal to 300% of your policy's Maximum Monthly Benefit and you meet the Eligibility for the Payment of Benefits requirements, we will pay the applicable Maximum Monthly Benefit shown on the policy schedule monthly until benefits are exhausted.

IMPORTANT NOTICE: This Final Benefit is a fixed amount indemnity benefit paid without regard to the actual expenses you incur. Total benefits paid under your policy in excess of the daily limit described in Section 7702B(d)(2) of the Internal Revenue Code of 1986 may be considered taxable income. For more information, we advise you to consult a tax advisor.

TERMINATION

Voluntary Termination

This rider will voluntarily terminate on the date we receive your written or verbal request to terminate this rider. Upon voluntary termination of this rider, we will adjust the premium for the policy. Premium will be adjusted to that which we currently charge persons who would be in your Policy Class on the date of termination.

Automatic Termination

This rider will automatically terminate on the earliest of:

- (a) the date your benefits are continued under the Extension of Benefits provision of the policy;
- (b) the date the policy is in force under the terms of any nonforfeiture benefit applicable to the policy; or
- (c) the date the policy terminates.

Effect of Termination

On the date of voluntary or automatic termination, no further increases in the Maximum Monthly Benefit or Coverage Maximum Amount will be made under this rider. All increases to the Maximum Monthly Benefit and the Coverage Maximum Amount made under this rider prior to the date of voluntary or automatic termination will continue in effect.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

COMPOUND INFLATION PROTECTION – LIMITED PERIOD BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy or this rider.

Compound Inflation Percentage means the percentage shown in the Policy Schedule for the Compound Inflation Protection – Limited Period Benefit.

COMPOUND INFLATION PROTECTION – LIMITED PERIOD BENEFIT

Maximum Monthly Benefit

On each Policy Anniversary Date for the remainder of the limited period shown on your Policy Schedule, we will automatically increase the Maximum Monthly Benefit then in effect under the policy by the Compound Inflation Percentage. The increase in the Maximum Monthly Benefit will be rounded to the nearest whole dollar.

Coverage Maximum Amount

On the Policy Effective Date, the Coverage Maximum Amount is equal to the Maximum Lifetime Benefit. The current Coverage Maximum Amount is reduced for any reduction in coverage. On each Policy Anniversary Date for the remainder of the limited period shown on your Policy Schedule, we will automatically increase the current Coverage Maximum Amount at the end of the prior Policy Year by the Compound Inflation Percentage. The increase in the Coverage Maximum Amount will be rounded to the nearest whole dollar.

Maximum Lifetime Benefit

When this Inflation Protection Rider is part of your coverage, your policy's Maximum Lifetime Benefit is equal to:

- (a) the current Coverage Maximum Amount described above; minus;
- (b) the amount of any benefits paid in claims under your policy (except for benefits paid for services the policy schedule states are not deducted from the Maximum Lifetime Benefit).

Once the Maximum Lifetime Benefit has been reduced to zero, no additional benefits will be payable under your policy.

Benefits NOT Tied to CPI

The benefits provided by this rider are not based on the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor or any other published index. The benefits provided by this rider may be greater or less than the actual economic inflation rate.

No Effect on Premiums

The premium for your policy will not increase solely because your Maximum Monthly Benefit and Coverage Maximum Amount increase under this rider.

After the limited period expires, you must continue to pay the premium for the policy, including the premium for this benefit, to keep the policy in force.

Final Benefits

If your Maximum Lifetime Benefit is less than or equal to 300% of your policy's Maximum Monthly Benefit and you meet the Eligibility for the Payment of Benefits requirements, we will pay the applicable Maximum Monthly Benefit shown on the policy schedule monthly until benefits are exhausted.

IMPORTANT NOTICE: This Final Benefit is a fixed amount indemnity benefit paid without regard to the actual expenses you incur. Total benefits paid under your policy in excess of the daily limit described in Section 7702B(d)(2) of the Internal Revenue Code of 1986 may be considered taxable income. For more information, we advise you to consult a tax advisor.

TERMINATION

Voluntary Termination

If received before the limited period expires, this rider will voluntarily terminate on the date we receive your written or verbal request to terminate this rider. Upon voluntary termination of this rider, we will adjust the premium for the policy. Premium will be adjusted to that which we currently charge persons who would be in your Policy Class on the date of termination.

Automatic Termination

This rider will automatically terminate on the earliest of:

- (a) the date your benefits are continued under the Extension of Benefits provision of the policy;
- (b) the date the policy is in force under the terms of any nonforfeiture benefit applicable to the policy; or
- (c) the date the policy terminates.

Effect of Termination

On the date of voluntary or automatic termination, no further increases in the Maximum Monthly Benefit or Coverage Maximum Amount will be made under this rider. All increases to the Maximum Monthly Benefit and the Coverage Maximum Amount made under this rider prior to the date of voluntary or automatic termination will continue in effect.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

COMPOUND INFLATION PROTECTION BENEFIT WITH BUY UP OPTION RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy or this rider.

Compound Inflation Percentage means the percentage shown in the Policy Schedule for the Compound Inflation Protection Benefit with Buy Up Option.

Final Buy Up Option Date means the date shown in the Policy Schedule for the Compound Inflation Protection Benefit with Buy Up Option.

COMPOUND INFLATION PROTECTION BENEFIT

Maximum Monthly Benefit

On each Policy Anniversary Date, we will automatically increase the Maximum Monthly Benefit then in effect under the policy by the Compound Inflation Percentage. The increase in the Maximum Monthly Benefit will be rounded to the nearest whole dollar.

Coverage Maximum Amount

On the Policy Effective Date, the Coverage Maximum Amount is equal to the Maximum Lifetime Benefit. The current Coverage Maximum Amount is reduced for any reduction in coverage. On each Policy Anniversary Date, we will automatically increase the current Coverage Maximum Amount at the end of the prior Policy Year by the Compound Inflation Percentage. The increase in the Coverage Maximum Amount will be rounded to the nearest whole dollar.

Maximum Lifetime Benefit

When this Inflation Protection Rider is part of your coverage, your policy's Maximum Lifetime Benefit is equal to:

- (a) the current Coverage Maximum Amount described above; minus;
- (b) the amount of any benefits paid in claims under your policy (except for benefits paid for services the policy schedule states are not deducted from the Maximum Lifetime Benefit).

Once the Maximum Lifetime Benefit has been reduced to zero, no additional benefits will be payable under your policy.

Effect on Premiums

Except when you elect the Buy Up Option, the premium for the policy will not increase solely because your Maximum Monthly Benefit and Coverage Maximum Amount increase under this rider.

Final Benefits

If your Maximum Lifetime Benefit is less than or equal to 300% of your policy's Maximum Monthly Benefit and you meet the Eligibility for the Payment of Benefits requirements, we will pay the applicable Maximum Monthly Benefit shown on the policy schedule monthly until benefits are exhausted.

IMPORTANT NOTICE: This Final Benefit is a fixed amount indemnity benefit paid without regard to the actual expenses you incur. Total benefits paid under your policy in excess of the daily limit described in Section 7702B(d)(2) of the Internal Revenue Code of 1986 may be considered taxable income. For more information, we advise you to consult a tax advisor.

BUY UP OPTION

Eligibility for Buy Up Option

You are eligible for the Buy Up Option if, at the time you elect the Buy Up Option:

- (a) we are not waiving premium under any provision of the policy; and
- (b) you are not Chronically Ill and have not, for the immediate two-year period, received benefits under the policy.

Electing the Buy Up Option

On or before the Final Buy Up Option Date, you may elect the Buy Up Option. Under the Buy Up Option, you may elect to increase the Compound Inflation Percentage to any percentage offered by us at the time of election. The Compound Inflation Percentage can never exceed 5%. You may make such election by written request to us. You may elect the Buy Up Option only once each Policy Year.

Buy Up Option Will Increase Your Premium

We will increase the premium for the policy each time you elect the Buy Up Option. Premium will increase by an amount determined by us at the time you elect the Buy Up Option. We will increase the premium for the policy on the Policy Anniversary Date coinciding with or next following the date we receive your written request. However, any increase in benefits will NOT occur until the Policy Anniversary next following the effective date of the increase in premium for the policy.

BENEFITS NOT TIED TO CPI

The benefits provided by this rider are not based on the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor or any other published index. The benefits provided by this rider may be greater or less than the actual economic inflation rate.

TERMINATION

Voluntary Termination

This rider will voluntarily terminate on the date we receive your written or verbal request to terminate this rider. Upon voluntary termination of this rider, we will adjust the premium for the policy. Premium will be adjusted to that which we currently charge persons who would be in your Policy Class on the date of termination.

Automatic Termination

This rider will automatically terminate on the earliest of:

- (a) the date your benefits are continued under the Extension of Benefits provision of the policy;
- (b) the date the policy is in force under the terms of any nonforfeiture benefit applicable to the policy; or
- (c) the date the policy terminates.

Effect of Termination

On the date of voluntary or automatic termination, no further increases in the Maximum Monthly Benefit or Coverage Maximum Amount will be made under this rider. All increases to the Maximum Monthly Benefit and the Coverage Maximum Amount made under this rider prior to the date of voluntary or automatic termination will continue in effect.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

COMPOUND INFLATION PROTECTION – LIMITED PERIOD BENEFIT WITH BUY UP OPTION RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy or this rider.

Compound Inflation Percentage means the percentage shown in the Policy Schedule for the Compound Inflation Protection – Limited Period Benefit With Buy Up Option.

Final Buy Up Option Date means the date shown in the Policy Schedule for the Compound Inflation Protection – Limited Period Benefit with Buy Up Option.

COMPOUND INFLATION PROTECTION – LIMITED PERIOD BENEFIT

Maximum Monthly Benefit

On each Policy Anniversary Date for the remainder of the limited period shown on your Policy Schedule, we will automatically increase the Maximum Monthly Benefit then in effect under the policy by the Compound Inflation Percentage. The increase in the Maximum Monthly Benefit will be rounded to the nearest whole dollar.

Coverage Maximum Amount

On the Policy Effective Date, the Coverage Maximum Amount is equal to the Maximum Lifetime Benefit. The current Coverage Maximum Amount is reduced for any reduction in coverage. On each Policy Anniversary Date for the remainder of the limited period shown on your Policy Schedule, we will automatically increase the current Coverage Maximum Amount at the end of the prior Policy Year by the Compound Inflation Percentage. The increase in the Coverage Maximum Amount will be rounded to the nearest whole dollar.

Maximum Lifetime Benefit

When this Inflation Protection Rider is part of your coverage, your policy's Maximum Lifetime Benefit is equal to:

- (a) the current Coverage Maximum Amount described above; minus;
- (b) the amount of any benefits paid in claims under your policy (except for benefits paid for services the policy schedule states are not deducted from the Maximum Lifetime Benefit).

Once the Maximum Lifetime Benefit has been reduced to zero, no additional benefits will be payable under your policy.

Benefits NOT Tied to CPI

The benefits provided by this rider are not based on the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor or any other published index. The benefits provided by this rider may be greater or less than the actual economic inflation rate.

Effect on Premiums

Except when you elect the Buy Up Option, the premium for the policy will not increase solely because your Maximum Monthly Benefit and Coverage Maximum Amount increase under this rider.

Final Benefits

If your Maximum Lifetime Benefit is less than or equal to 300% of your policy's Maximum Monthly Benefit and you meet the Eligibility for the Payment of Benefits requirements, we will pay the applicable Maximum Monthly Benefit shown on the policy schedule monthly until benefits are exhausted.

IMPORTANT NOTICE: This Final Benefit is a fixed amount indemnity benefit paid without regard to the actual expenses you incur. Total benefits paid under your policy in excess of the daily limit described in Section 7702B(d)(2) of the Internal Revenue Code of 1986 may be considered taxable income. For more information, we advise you to consult a tax advisor.

BUY UP OPTION

Eligibility for Buy Up Option

You are eligible for the Buy Up Option if, at the time you elect the Buy Up Option:

- (a) we are not waiving premium under any provision of the policy; and
- (b) you are not Chronically Ill and have not, for the immediate two-year period, received benefits under the policy.

Electing the Buy Up Option

On or before the Final Buy Up Option Date, you may elect the Buy Up Option. Under the Buy Up Option, you may elect to increase the Compound Inflation Percentage to any percentage offered by us at the time of election. The Compound Inflation Percentage can never exceed 5%. You may make such election by written request to us. You may elect the Buy Up Option only once each Policy Year.

Buy Up Option Will Increase Your Premium

We will increase the premium for the policy each time you elect the Buy Up Option. Premium will increase by an amount determined by us at the time you elect the Buy Up Option. We will increase the premium for the policy on the Policy Anniversary Date coinciding with or next following the date we receive your written request. However, any increase in benefits will NOT occur until the Policy Anniversary next following the effective date of the increase in premium for the policy.

TERMINATION

Voluntary Termination

If received before the limited period expires, this rider will voluntarily terminate on the date we receive your written or verbal request to terminate this rider. Upon voluntary termination of this rider, we will adjust the premium for the policy. Premium will be adjusted to that which we currently charge persons who would be in your Policy Class on the date of termination.

Automatic Termination

This rider will automatically terminate on the earliest of:

- (a) the date your benefits are continued under the Extension of Benefits provision of the policy;
- (b) the date the policy is in force under the terms of any nonforfeiture benefit applicable to the policy; or
- (c) the date the policy terminates.

Effect of Termination

On the date of voluntary or automatic termination, no further increases in the Maximum Monthly Benefit or Coverage Maximum Amount will be made under this rider. All increases to the Maximum Monthly Benefit and the Coverage Maximum Amount made under this rider prior to the date of voluntary or automatic termination will continue in effect.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

NONFORFEITURE BENEFIT--SHORTENED BENEFIT PERIOD RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy.

NONFORFEITURE BENEFIT--SHORTENED BENEFIT PERIOD

If your policy lapses due to non-payment of premium, your coverage will be extended as a Nonforfeiture Benefit. However, the Non-forfeiture Benefit will NOT take effect if your policy lapses before the tenth Policy Anniversary Date.

Under the Nonforfeiture Benefit – Shortened Benefit Period rider, we will pay benefits under the policy in the amounts and in accordance with the terms of the policy on the date the policy lapsed. However, the Maximum Lifetime Benefit will be reduced resulting in your benefits being paid for a shorter length of time. The Maximum Lifetime Benefit will be reduced to an amount equal to the greater of:

- (a) three times the Maximum Monthly Benefit in effect on the date the policy lapsed; or
- (b) the total amount of premiums paid for your policy.

The total of all benefits paid under the policy will not exceed the Maximum Lifetime Benefit that would have been paid if your policy did not lapse.

TERMINATION

This rider will terminate on the earliest of:

- (a) the date we receive your written or verbal request to terminate this rider; or
- (b) the date the policy terminates.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

CONTINGENT NONFORFEITURE BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the policy provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy or this section of the rider.

Substantial Premium Increase means a cumulative increase to your annual premium that is equal to or exceeds the percentage of your initial annual premium shown in the following table based on your Issue Age.

Table of Triggers for a Substantial Premium Increase			
Issue Age	Cumulative Percent Increase Over Initial Annual Premium	Issue Age	Cumulative 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 Older	10%

NOTICE OF SUBSTANTIAL PREMIUM INCREASE

We will notify you of any increase in premium for your policy which constitutes a Substantial Premium Increase at least 60 days prior to the date your premium will change. The notice will include the amount of the premium and will offer you the following options:

- (a) You may reduce benefits under your policy to the level you can obtain for the premium in effect prior to the increase, without undergoing additional underwriting; or
- (b) You may elect to receive the Contingent Nonforfeiture Benefit. You have 120 days following the premium due date to make this election. If your policy lapses during the 120 days following the premium due date, you will be deemed to have made the election to receive this benefit.

If you are also eligible for the Limited Premium Payment Contingent Nonforfeiture Benefit, you must choose between receiving either that benefit or the Contingent Nonforfeiture Benefit. You may not elect to receive both benefits.

CONTINGENT NONFORFEITURE BENEFIT

Under the Contingent Nonforfeiture Benefit, we will pay benefits under the policy in the amounts and in accordance with the terms of the policy on the date the policy lapsed. However, the Maximum Lifetime Benefit will be reduced resulting in your benefits being paid for a shorter length of time. The Maximum Lifetime Benefit will be reduced to an amount equal to the greater of:

- (a) three times the Maximum Monthly Benefit in effect on the date the policy lapsed; or
- (b) the total amount of premiums paid for your policy.

The total of all benefits paid under the policy will not exceed the Maximum Lifetime Benefit that would have been paid if your policy did not lapse.

TERMINATION

This rider will terminate when the policy terminates.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

WAIVER OF ELIMINATION PERIOD FOR HOME CARE BENEFITS RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy.

WAIVER OF ELIMINATION PERIOD FOR HOME CARE BENEFITS

You do not need to satisfy the Elimination Period to receive Home Care Benefits under the policy.

TERMINATION

This rider will terminate when the policy terminates.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

SPOUSE WAIVER OF PREMIUM RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy or this rider.

Qualification Period means the number of years shown in the Policy Schedule for the Spouse Waiver of Premium Benefit. The Qualification Period commences on the effective date of any premium increase as a result of your adding or increasing a policy benefit.

ELIGIBILITY FOR BENEFIT

You are eligible for the benefits of this rider if both you and your Spouse are each covered under a separate in force Mutual of Omaha Insurance Company Long-Term Care Insurance Policy (Form LTC09M), with a Spouse Waiver of Premium rider attached to the policy.

SPOUSE WAIVER OF PREMIUM

Except as otherwise provided in this rider, we will waive the payment of premium for your policy when and so long as the premium for your Spouse's policy is waived under the terms of his or her policy. When the waiver period under your Spouse's policy ends, premium payments will resume for your policy and must be paid to keep your policy in force.

An increase in the premium paid by you for the policy may occur as result of your adding or increasing a policy benefit following the Policy Effective Date. We will waive the increased amount of the premium when and so long as the premium for your Spouse's policy is waived under the terms of his or her policy, but only after the expiration of the Qualification Period.

TERMINATION

This rider will terminate on the earliest of:

- (a) the date we receive your written or verbal request to terminate this rider;
- (b) the date we receive your Spouse's written or verbal request to terminate the Spouse Waiver of Premium Benefit on his or her policy;
- (c) the date your divorce from the person to whom you are legally married becomes final or the date your relationship with your Registered Domestic Partner ends;
- (d) the date your policy terminates;
- (e) the date your Spouse's policy terminates;

- (f) the date your benefits are continued under the Extension of Benefits provision of the policy;
or
- (g) the date your policy is in force under the terms of any nonforfeiture benefit applicable to the policy.

You must notify us within 90 days of your divorce or the date your relationship with your Registered Domestic Partner ends.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

SPOUSE SURVIVORSHIP BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy or this section of the rider.

Qualification Period means the number of years shown in the Policy Schedule for the Spouse Survivorship Benefit.

ELIGIBILITY FOR BENEFITS

You are eligible for the benefits of this rider if:

- (a) both you and your Spouse are each covered under a separate in force Mutual of Omaha Insurance Company Long-Term Care Insurance Policy (Form LTC09M), with a Spouse Survivorship Benefit rider attached to the policy; and
- (b) your Spouse dies at any time after the expiration of the Qualification Period. For this purpose the Qualification Period commences on the Policy Effective Date.

To receive this benefit, you must notify us of the death of your Spouse. Your notice must be accompanied by satisfactory proof to us that your Spouse has died.

SPOUSE SURVIVORSHIP BENEFIT

Except as otherwise provided in this rider, no further premiums are due and payable for your policy from and after the date your Spouse dies.

An increase in the premium paid by you for the policy may occur as a result of your adding or increasing a policy benefit following the Policy Effective Date. If eligible for benefits under this rider, you will continue to pay the increased amount of the premium until the expiration of the Qualification Period. For this purpose, the Qualification Period commences on the effective date of such premium increase. Thereafter, no further premiums are required to keep the policy in force.

TERMINATION

This rider terminates on the earliest of:

- (a) the date we receive your written or verbal request to terminate this rider;
- (b) the date we receive your Spouse's written or verbal request to terminate the Spouse Survivorship Benefit on his or her policy;

- (c) the date your divorce from the person to whom you are legally married becomes final or the date your relationship with your Registered Domestic Partner ends;
- (d) the date your policy terminates;
- (e) the date your Spouse's policy terminates;
- (f) the date your benefits are continued under any the Extension of Benefits provision of the policy; or
- (g) the date your policy is in force under the terms of any nonforfeiture benefit applicable to the policy.

You must notify us within 90 days of your divorce or the date your relationship with your Registered Domestic Partner ends.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

SPOUSE SHARED CARE BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them, as the context requires, in your policy or your Spouse's policy.

ELIGIBILITY FOR BENEFIT

You are eligible for benefits under this rider if:

- (a) both you and your Spouse are each covered under an identical separate in force Mutual of Omaha Insurance Company Long-Term Care Insurance Policy (Form LTC09M). For purposes of this rider, the policies are identical if the Maximum Lifetime Benefit, Elimination Period, Maximum Monthly Benefit and optional benefits are the same (except for any reduction of the Maximum Lifetime Benefit as a result of you or your Spouse receiving benefits under the policies);
- (b) the Maximum Lifetime Benefit under your policy has been reduced to zero; and
- (c) the Maximum Lifetime Benefit under your Spouse's policy has not been reduced below an amount equal to the Maximum Monthly Benefit times 12.

SPOUSE SHARED CARE BENEFIT

You may draw from your Spouse's Maximum Lifetime Benefit to pay benefits under your policy. Benefits will be paid in accordance with the terms and conditions in effect under your policy at the time your Maximum Lifetime Benefit was reduced to zero. The Maximum Lifetime Benefit under your Spouse's policy will be reduced to the extent that you draw against it to pay benefits under your policy.

Death of Spouse

If your Spouse dies while his or her policy is in force, your Spouse's remaining Maximum Lifetime Benefit will be added to your Maximum Lifetime Benefit. No additional premiums will be due under your policy solely as a result of such increase in your Maximum Lifetime Benefit.

Effect of Your Spouse Drawing on Your Maximum Lifetime Benefit

If your Spouse is eligible to draw against your Maximum Lifetime Benefit under the terms of the Spouse Shared Care Benefit rider attached to his or her policy, you may continue to receive benefits under your policy at the same time as your Spouse is drawing against your Maximum Lifetime Limit. Any amount your Spouse draws against your Maximum Lifetime Benefit will not be restored by any restoration of benefits provision applicable to your policy.

TERMINATION

This rider will terminate on the earliest of:

- (a) If you have not received benefits under this rider, the earlier of:
 - (1) the date we receive your written or verbal request to terminate this rider; or
 - (2) the date your divorce from the person to whom you are legally married becomes final or the date your relationship with your Registered Domestic Partner ends;
- (b) the date the Spouse Shared Care Benefit rider attached to your Spouse's policy terminates;
- (c) the date you no longer meet the requirements set forth in the Eligibility for Benefits provision of this rider;
- (d) the date benefits are continued under the Extension of Benefits provision of your policy;
- (e) the date your policy is in force under the terms of any nonforfeiture benefit applicable to your policy; or
- (f) the date your policy terminates.

You must notify us within 90 days of your divorce or the date your relationship with your Registered Domestic Partner ends.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

SPOUSE SECURITY BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy.

SPOUSE SECURITY BENEFIT

We will pay a Spouse Security Benefit if you receive other benefits under the policy. However, we will not pay a Spouse Security Benefit if you receive benefits under any Cash Benefit Rider attached to the policy. The Spouse Security Benefit is equal to the other policy benefits received by you each month times the percentage shown for this rider benefit in the Policy Schedule. Spouse Security Benefits will not reduce your Maximum Lifetime Benefit.

TERMINATION

This rider will terminate on the earliest of:

- (a) the date we receive your written or verbal request to terminate this rider;
- (b) the date your Spouse dies;
- (c) the date your divorce from the person to whom you are legally married becomes final or the date your relationship with your Registered Domestic Partner ends; or
- (d) the date the policy terminates.

You must notify us within 90 days of your divorce or the date your relationship with your Registered Domestic Partner ends.

**Mutual of Omaha Insurance
Company**

MUTUAL OF OMAHA INSURANCE COMPANY

THREE TIMES THE MAXIMUM MONTHLY BENEFIT RETURN OF PREMIUM AT DEATH (LESS CLAIMS PAID) BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy.

THREE TIMES THE MAXIMUM MONTHLY BENEFIT RETURN OF PREMIUM AT DEATH (LESS CLAIMS PAID) BENEFIT

If we receive satisfactory proof that you died while your policy was in force, we will refund the total amount of premium paid for your policy, but no more than three times your Maximum Monthly Benefit, less all benefits paid, from the effective date of this benefit up to the date of your death. Your policy must remain in force for the length of the qualification period specified in the Policy Schedule in order for you to receive benefits under this rider.

For the purposes of this rider, the Maximum Monthly Benefit is the lesser of:

- (a) your initial Maximum Monthly Benefit; or
- (b) your most recent Maximum Monthly Benefit excluding the whole amount of any inflation protection increases that you may have received.

Payment will not include interest, any benefits paid under your policy, any waived premiums, or any premium that we return under the Refund of Premium provision in your policy.

We will return premium after we have processed all claims for benefits under your policy. If a claim is filed after we have returned premiums, we will reduce any benefits payable by the amount of premium returned.

We will not pay this benefit if your death occurs while either this rider or your policy is not in force.

Payment to Beneficiary

Payment of the benefit under this rider will be made in one lump sum to your beneficiary. Your beneficiary will be as shown in your application unless later changed by you. You may change your beneficiary at any time by giving written notice to us. The effective date of the beneficiary change will be the date the change is received and recorded by us. If there is no named or living beneficiary on the date of your death, the benefit paid under this rider will be paid to your estate.

Important Notice Regarding Federal Income Tax Law

Payment of the benefit under this rider may have federal income tax implications for your estate or beneficiary. You are advised to review this benefit with a qualified tax professional or attorney to determine any such tax impact.

TERMINATION

This rider will end on the earlier of the date:

- (a) your policy continues in force under the terms of any nonforfeiture benefit; or
- (b) your policy ends.

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RETURN OF PREMIUM (LESS CLAIMS PAID) IF DEATH OCCURS BEFORE AGE 65 BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy.

RETURN OF PREMIUM (LESS CLAIMS PAID) IF DEATH OCCURS BEFORE AGE 65 BENEFIT

If you die while the policy is in force, but prior to the Policy Anniversary Date coinciding with or next following your 65th birthday, we will return the total amount of premiums paid for the policy, less the amount of claims paid under the policy. We will pay the benefit under this rider upon satisfactory proof to us that you have died.

The benefit paid under this rider does not include any premium waived or returned by us under any provision of the policy. We will not add interest to the benefit paid under this rider.

We will pay the benefit under this rider after all claims for benefits have been paid under the policy. In the event a claim is filed after the benefit has been paid under this rider, any unpaid benefits due under the policy will be reduced by the amount of the benefit paid under this rider.

Payment to Beneficiary

Payment of the benefit under this rider will be made in one lump sum to your beneficiary. Your beneficiary will be as shown in your application unless later changed by you. You may change your beneficiary at any time by giving written notice to us. The effective date of the beneficiary change will be the date the change is received and recorded by us. If there is no named or living beneficiary on the date of your death, the benefit paid under this rider will be paid to your estate.

Important Notice Regarding Federal Income Tax Law

Payment of the benefit under this rider may have Federal income tax implications for your estate or beneficiary. You are advised to review this benefit with a qualified tax professional or attorney to determine any such tax impact.

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RETURN OF PREMIUM AT DEATH (LESS CLAIMS) BENEFIT RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions not inconsistent with the provisions of this rider.

EFFECTIVE DATE

The effective date of this rider is the Policy Effective Date.

DEFINITIONS

Capitalized terms used in this rider have the meanings assigned to them in the policy.

RETURN OF PREMIUM AT DEATH (LESS CLAIMS) BENEFIT

If you die while the policy is in force, we will return the total amount of premiums paid for the policy, less the amount of claims paid under the policy. We will pay the benefit under this rider upon satisfactory proof to us that you have died.

The benefit paid under this rider does not include any premium waived or returned by us under any provision of the policy. We will not add interest to the benefit paid under this rider.

We will pay the benefit under this rider after all claims for benefits have been paid under the policy. In the event a claim is filed after the benefit has been paid under this rider, any unpaid benefits due under the policy will be reduced by the amount of the benefit paid under this rider.

Payment to Beneficiary

Payment of the benefit under this rider will be made in one lump sum to your beneficiary. Your beneficiary will be as shown in your application unless later changed by you. You may change your beneficiary at any time by giving written notice to us. The effective date of the beneficiary change will be the date the change is received and recorded by us. If there is no named or living beneficiary on the date of your death, the benefit paid under this rider will be paid to your estate.

Important Notice Regarding Federal Income Tax Law

Payment of the benefit under this rider may have Federal income tax implications for your estate or beneficiary. You are advised to review this benefit with a qualified tax professional or attorney to determine any such tax impact.

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