



Mutual of Omaha

Mutual of Omaha Insurance Company • Mutual of Omaha Plaza, Omaha, Nebraska 68175
1-800-775-6000

**LONG -TERM CARE INSURANCE POLICY FORM NHA – 19668
FOR CONFINED CARE
OUTLINE OF COVERAGE**

THIS IS A NON-TAX QUALIFIED LONG-TERM CARE INSURANCE CONTRACT

NOTICE TO BUYER: THE POLICY MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH LONG-TERM CARE INCURRED BY THE BUYER DURING THE PERIOD OF COVERAGE. THE BUYER IS ADVISED TO REVIEW CAREFULLY ALL POLICY LIMITATIONS.

Caution: The issuance of the long-term care insurance policy is based upon your responses to the questions on your application. A copy of your application will be attached to your policy. If your answers are incorrect or untrue, the Company has the right to deny benefits or rescind your policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact the Company at this address: Mutual of Omaha Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68175.

The policy is an individual policy of insurance issued in the State of New Jersey.

PURPOSE OF OUTLINE OF COVERAGE. This outline of coverage provides a very brief description of the important features of the policy. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual policy contains governing contractual provisions. This means that the policy sets forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY CAREFULLY!**

TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED

- 1. 30-DAY RIGHT TO EXAMINE POLICY.** Please read your policy. If, for any reason, you are not satisfied with it, you may return the policy to us or your agent within 30 days of its delivery. We will then promptly refund all premiums paid, and the policy will be considered never to have been issued.
- 2. REFUND OF PREMIUMS PAID BEYOND YOUR DEATH.** If you die while the policy is in force, we will refund the pro rata portion of any premium paid for the period after your death. The refund will be made within 30 days of receipt of written notice of your death. The refund will be payable to your estate.
- 3.** The policy does not contain provisions for refund of premium beyond those provided during the 30-day free look period and upon death.

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the *Guide To Health Insurance For People With Medicare* available from us. Neither Mutual of Omaha Insurance Company nor its agents represent Medicare, the federal government or any state government.

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

The policy provides coverage for reasonable and customary charges not to exceed a percentage of the Confined Care Daily Benefit amount selected for covered confined care services, subject to the policy limitations and elimination periods.

BENEFITS PROVIDED BY THE POLICY

You have selected the following benefits:

Confined Care Daily Benefit	\$ _____
Elimination Period	_____ Days
Maximum Benefit Period	_____

Confined Care Daily Benefit means the maximum amount we will pay each day, after the Elimination Period is satisfied, for Confined Care.

Elimination Period means the number of days of Confined Care, at the start of each Period of Care, for which benefits are not payable. Nursing Care Facility days approved by Medicare may be used to satisfy the Elimination Period.

Maximum Benefit Period means the maximum length of time for which Confined Care Benefits are payable during any one Period of Care. It begins on the first day Confined Care Benefits become payable after expiration of the Elimination Period, and is measured in calendar days. It ends after Confined Care Benefits have been payable for the duration of time elected under the policy.

Home Health Care Rider

This rider provides a Home Health Care Daily Benefit, for the Home Health Care Maximum Benefit Period, for medical and nonmedical services received from a Home Health Agency or licensed registry provided in your home. The person providing Home Health Care cannot be a family member.

HOW YOUR POLICY WORKS

- 1. QUALIFYING FOR BENEFITS.** After the Elimination Period has been satisfied, we will pay the following Confined Care Benefits for the Maximum Benefit Period if your Plan of Care shows:
 - (a) you require human assistance in performing at least **1** of **5** Activities of Daily Living;
 - (b) you have a Cognitive Impairment; or
 - (c) you have a medical necessity.
- 2. LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR ALL CONFINED CARE BENEFITS.** Confined Care Benefits for any one Period of Care are not payable:
 - (a) during the Elimination Period; or
 - (b) beyond the Maximum Benefit Period

shown in the Policy. Benefits will be paid for only one type of Confined Care (whichever provides the greatest benefit) for each day you receive such care.

CONFINED CARE BENEFITS

1. **NURSING CARE FACILITY AND HOSPICE CARE FACILITY CONFINEMENT.** When you are confined in a Nursing Care Facility or Hospice Care Facility, we will pay the Confined Care Daily Benefit for each day of such confinement.
2. **ASSISTED LIVING FACILITY CONFINEMENT.** When you are confined in an Assisted Living Facility, we will pay:
 - (a) 100% of the Reasonable and Customary actual charges; but
 - (b) not more than the Confined Care Daily Benefit amount

for each day of confinement. Reasonable and Customary actual charges for an Assisted Living Facility are limited to the cost of a one-bedroom unit.

3. **BED RESERVATION BENEFIT.** If you become temporarily confined to a hospital while receiving covered Nursing Care Facility services, and the Nursing Care Facility continues to charge you for reservation of your bed, we will pay a daily Bed Reservation Benefit in the same manner as for Assisted Living Facility services. Bed Reservation Benefits are limited to a maximum of 21 days per calendar year.
4. **ALTERNATE PLAN OF CARE.** If you qualify for Confined Care Benefits, we may pay for types of care or services not otherwise included in the policy if a cost-saving Alternate Plan of Care is:
 - (a) developed and approved by the Care Coordinator; and
 - (b) mutually agreed to by you, your physician and us.
5. **RESTORATION OF BENEFITS.** The Maximum Benefit Period for Confined Care Benefits will be fully restored and a new Period of Care will begin, if, for 180 consecutive days, you have:
 - (a) not had a Cognitive Impairment;
 - (b) been able to perform all of the Activities of Daily Living without human assistance; and
 - (c) been informed by your physician or the Care Coordinator that you no longer require, and you have not been advised to receive, Confined Care services that would have otherwise been covered by the policy.

There is no limit to the number of times benefits may be restored.

CARE COORDINATOR SERVICE

To contact the Care Coordinator, call the toll-free telephone number shown in the policy.

For assistance in managing and arranging your long-term care needs, and to provide a more cost-effective way of maximizing the policy's benefits, you may wish to use the services of the Care Coordinator.

The Care Coordinator offers knowledge, training and experience, and will meet with you to assess your individual needs and be entitled to develop a cost-saving Alternate Plan of Care to meet those needs. The cost-saving Alternate Plan of Care can include types of care or services that would not otherwise be covered by the policy, as long as you qualify for Confined Care Benefits, and the cost-saving Alternate Plan of Care is approved by us and accepted by you. There is no cost to you for utilizing this optional benefit, and the Care Coordinator's services will not limit or reduce the benefits available under the policy.

OTHER FEATURES

1. **GUARANTEE PURCHASE BENEFIT OPTION.** This benefit applies only if no Compound Inflation Protection Rider has been elected.

On the second policy anniversary date and every 2 years thereafter through the 20th policy anniversary date, you will be offered the option to increase: (a) the Confined Care Daily Benefit amount of the policy; and (b) the Home Health Care Daily Benefit amount of the attached Home Health Care Rider. Evidence of insurability is not required.

The purchase of the additional amounts of insurance is subject to the following:

- (a) The policy must be in force on the policy anniversary date.
 - (b) We will notify you 60 days prior to the policy anniversary date of this option. You must accept the increase option within 60 days of the offer.
 - (c) Each offer to increase the policy and rider Daily Benefit amount(s) will be 15% of the original Daily Benefit amount(s) you elected when the policy was issued. Amounts greater than or less than 15% may not be purchased under this provision. If you purchase additional insurance, we will send you an endorsement to the policy which will increase the Daily Benefit amount(s) by 15%.
 - (d) You must pay the additional premium amount required. The premium for the additional insurance will be based on your attained age and our rates which were in effect on the date of purchase.
 - (e) If 2 consecutive increases are not accepted, you will be ineligible for future offers.
 - (f) The additional insurance will have the same Elimination Period and Maximum Benefit Period as you elected when the policy was issued.
2. **EXTENSION OF COVERAGE.** If eligibility for benefits under the policy began while the policy was in force and continues without interruption after the policy terminates, Confined Care Benefits will continue to be paid for the current period of care.

The extended coverage ends when:

- (a) you cease to meet the Qualifying For Benefits requirements for 180 consecutive days; or
- (b) the Maximum Benefit Period has been paid;

whichever occurs first. Benefits payable under this Extension of Coverage are subject to all policy conditions and limitations.

IMPORTANT DEFINITIONS

Activities of Daily Living are eating, toileting, transferring, bathing and continence.

Cognitive Impairment means a deterioration or loss in intellectual capacity that is measured by clinical evidence and standardized tests which reliably measure impairment in:

- (a) short- and long-term memory;
- (b) orientation to people, places or time; and
- (c) deductive or abstract reasoning.

Such deterioration or loss must place you in jeopardy of harming yourself or others, therefore requiring substantial supervision by another person. Alzheimer's Disease is a form of Cognitive Impairment.

Licensed Health Care Practitioner means any physician and any registered professional nurse, licensed social worker or other individual who meets such requirements.

Plan of Care means a written plan of coordinated professional and personal services which may include, but not be limited to:

- (a) reason for services, including diagnosis, symptoms and reason for continued care;
- (b) schedule of treatment;
- (c) functional limitations, including Activities of Daily Living; and
- (d) objectives of the Plan of Care.

It is your responsibility to have your physician supply us with the Plan of Care, unless you utilize the services of the Care Coordinator who will develop the Plan of Care for you. A Plan of Care must be approved by us and accepted by you.

Reasonable and Customary Charges means expenses, fees or charges you incur and are responsible for which do not exceed the level of charges normally made for similar care, service or other items provided to persons with comparable medical conditions or impairments in the locality where they are received. Expenses, fees or charges are considered to be incurred on the day you receive the care, service or other items.

LIMITATIONS AND EXCLUSIONS

1. **PRE-EXISTING CONDITION LIMITATION.** Pre-existing Conditions not disclosed on your application will be covered if care or treatment for such conditions is received 6 months or more after the policy date, subject to the Time Limit On Certain Defenses provision.

A “Pre-existing Condition” is a condition for which medical advice was given or treatment was recommended by, or received from, a provider of health care services within 6 months prior to the policy date.

If the policy replaces another long-term care policy, we will waive any time periods applicable to Pre-existing Conditions for similar benefits to the extent that similar exclusions have been satisfied under the replaced policy.

2. **EXCLUSIONS AND LIMITATIONS.** The policy will not cover that portion of any expense which is:

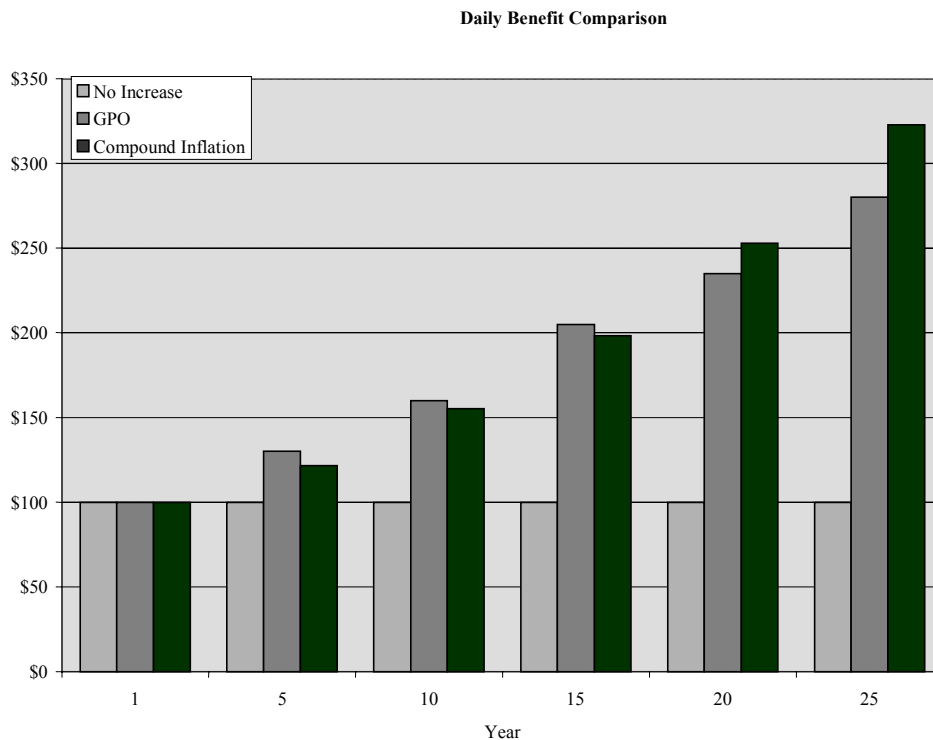
- (a) for care or treatment for which no charge is normally made to you;
- (b) for care or treatment of mental or nervous disorders without demonstrable organic disease, alcoholism or drug abuse. Note: Brain disorders with demonstrable organic cause (such as Alzheimer’s Disease and related dementia) are covered if diagnosed by a physician;
- (c) due to treatment or medical condition arising out of:
 - (1) war or act of war (whether declared or undeclared); or
 - (2) suicide (sane or insane), attempted suicide or intentionally self-inflicted injury;
- (d) for care or treatment received outside the United States or its territories; or
- (e) for services received while the policy is not in force, except as provided in the Extension of Coverage provision.

3. **MEDICARE & OTHER GOVERNMENTAL PROGRAM LIMITATIONS.** The policy will not pay benefits for care or services for which benefits are provided by Medicare or any other governmental program (except Medicaid). However, Nursing Care Facility days approved by Medicare may be used to satisfy the Elimination Period.

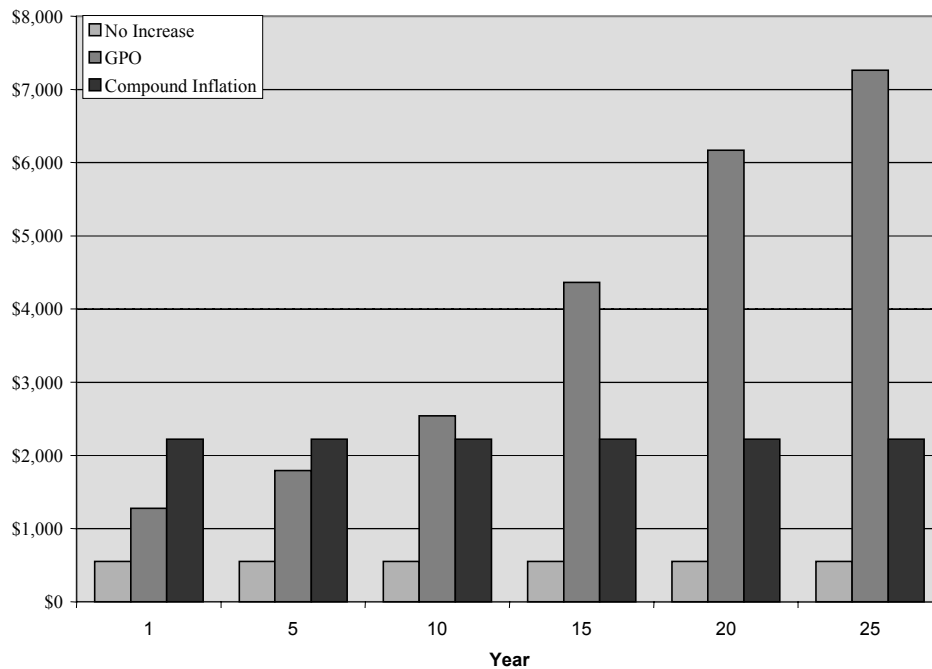
THE POLICY MAY NOT COVER ALL OF THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

RELATIONSHIP OF COST OF CARE AND BENEFITS. Because the costs of long-term care services will likely increase over time, you should consider whether and how the benefits of the plan may be adjusted. Your benefits will not increase unless you choose the optional Compound Inflation Protection Rider. You will be charged an additional premium for this rider.

The following is an example of how daily benefits and premiums increase with and without the Guarantee Purchase Option and the Compound Inflation Protection. The Guarantee Purchase Option is assumed to be exercised every two years for 20 years. This comparison is based on an original Daily Benefit amount of \$100.



Annual Premium Comparison



ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS. The policy provides coverage for Alzheimer's Disease and other organic brain disorders.

TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED

- 1. GUARANTEED RENEWABLE FOR LIFE.** You have the right to continue the policy **for as long as you live**. We cannot cancel the policy unless you do not make the required premium payments on a timely basis. To continue the policy, you must make sure that you pay the premiums when they are due.
- 2. WAIVER OF PREMIUM.** After you have received 90 consecutive days of Confined Care services during any one Period of Care, or have satisfied your Elimination Period (whichever is the greater number of days), we will waive all premiums which thereafter become due for the policy and any attached riders, as long as covered Confined Care services continue.

Waiver of Premium will end when the first of the following occurs:

- (a) you are not receiving covered Confined Care services; or
- (b) the Maximum Benefit Period has been paid for a Period of Care.

Once Waiver of Premium ends, you must again pay any premiums which become due in order to keep your coverage in force.

- 3. PREMIUMS SUBJECT TO CHANGE.** The premium rates for this policy may change. Such change will be applied only when the same change is made on all policies of this form issued to persons of the same classification in your state. We must give you at least 30 days written notice before we change premiums.

PREMIUM

BASE PLAN OPTIONS

Check [X] for one of the following **Base Plan Options** applied for:

[] The annual premium for the **Base Policy Form and Home Health Care Rider without Tax Qualified Amendment Rider.** \$ _____

[] The annual premium for the **Base Policy Form and Home Health Care Rider with Tax Qualified Amendment Rider.**
The Tax Qualified Amendment rider is intended to make the policy a tax qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986 (as amended). If, on its effective date, it does not comply with the requirements of that section, it will be treated as if it had been changed to comply with those requirements. There may be tax consequences associated with the purchase of a qualified long-term care insurance contract, such as the tax deductibility of premiums and the exclusion from taxable income of benefits.
\$ _____

OPTIONAL BENEFIT RIDERS

The following **Optional Benefit Riders** are available with the Base Policy Form. Check [X] if applied for. Requires additional premium.

[] **Compound Inflation Protection Rider**
This rider automatically increases the policy’s Confined Care Daily Benefit amount as well as the Daily Benefit under the Home Health Care Rider, if any, on each policy anniversary date by 5% compounded annually. \$ _____

[] **Shortened Benefit Period Nonforfeiture Rider**
If the policy lapses due to non-payment of premium after having been in force at least 3 years, we will continue your coverage in effect with a reduced maximum benefit period or pay the cash surrender value. \$ _____

[] **Spouse Premium Reduction Rider**
If you are married and covered under a Form NHA long-term care insurance policy the premium for your policy will be reduced by 5%. \$ _____
(minus 5%)

ONE TIME POLICY FEE \$ _____

TOTAL INITIAL ANNUAL PREMIUM \$ _____

ADDITIONAL FEATURES

PROTECTION AGAINST UNINTENTIONAL LAPSE. You have the right to direct us to notify someone else 30 days after your premium is due and unpaid that your policy is about to lapse or terminate for nonpayment of premium. Your application shows who has been designated to receive this notice.

If your policy lapses before your benefits have been exhausted, we will provide a continuation of coverage benefit if you provide us with proof that on the date of unintentional lapse while the policy was in force, you were Cognitively Impaired. This proof must be supplied to us within 5 months from the date of lapse or termination. All past-due premiums for your policy and any attached riders that were in force immediately prior to the date of lapse must be paid.

MEDICAL UNDERWRITING. The policy will be issued based on your past medical history. An application must be completed and our underwriting standards must be met to qualify.