Living Care® Annuity



AGENT GUIDE



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Contract Highlights

Help your clients save for retirement <u>and</u> set boundaries on long-term care risks.

United of Omaha's Living Care® Annuity has been designed to give your clients a simple way to continue saving money for retirement and plan ahead for the possibility of needing long-term care.

Application Process

Application must be completed face-to-face. Medical eligibility is determined at time of application and includes:

- 12 pre-qualifying health questions
- A phone interview

If any question is answered "yes," the applicant will not be eligible for Living Care® Annuity.

Interest Rate Guaranteed

The minimum guaranteed interest rate is set at time of issue and can never be decreased.

Contract Premiums

- Non-qualified funds only
- \$50,000 minimum initial premium
- \$300,000 maximum initial premium (without home office approval)

Issue Ages

40-79

Security

100 percent of principal is underwritten and guaranteed by the United of Omaha Life Insurance Company.

Free-Look Period

When the contract is received, the client has 30 days to review it. If not completely satisfied, the client can return the contract.

Death Benefit

Upon the death of the annuitant, the full annuity value (at time of death) is payable to the named beneficiary.

Access to Account Value

- Partial withdrawals are limited in order to maintain minimum long-term care benefit levels
- Any withdrawal reduces your annuity value, which reduces the maximum long-term care benefits by three times the amount withdrawn
- Access of up to 10 percent of the annuity value is allowed in each contract year, after year one, without a withdrawal charge. If more than 10 percent of the annuity value is accessed, the withdrawal charge percentages will apply to the amount of the withdrawal in excess of 10 percent

Withdrawal Charges

YEAR	1	2	3	4	5	6	7	8	9	10
%	9	9	8	7	6	5	4	3	2	1

Waiver of Withdrawal Charges

United of Omaha will waive any applicable withdrawal charges if the owner requests a withdrawal or contract surrender under the following conditions, provided that the annuitant is eligible as described below.

Chronically Ill

Withdrawal charges will be waived if the annuitant is chronically ill and receiving covered services, as defined in the long-term care insurance rider.

This waiver is not contingent upon reaching the Coverage Eligibility Date.

Terminal Illnesses

Withdrawal charges will be waived if the annuitant is diagnosed as having a terminal illness. A terminal illness is a medical condition that, with a reasonable degree of medical certainty, will result in the annuitant's death within six months or less. The annuitant must provide a written physician's statement to establish that the annuitant has a terminal illness.

This waiver is not available if the annuitant is diagnosed as having a terminal illness prior to or on this contract's issue date.

Annuitization

Annuitization allows the contract owner to convert their accumulation value into an income stream. There are several income options that allow individuals to receive payments monthly, quarterly, semiannually, or annually. After the second contract year, a lifetime annuity option may be elected in order to avoid surrender charges. All other annuitization options are based on the surrender value of the annuity. If annuitization is elected before the latest date allowed, all attached long-term care riders and endorsements will terminate.

Cost for the Long-Term Care Rider

The charge for the long-term care rider is determined by the age of the owner at time of issue. The maximum charge allowed is no more than two times the initial charge. This charge is deducted monthly as a percent of the annuity value. The cost is waived when a claim for long-term care benefits is submitted and approved.

Age	Monthly Charge as a Percent of Annuity Value
40	0.038%
41	0.039%
42	0.040%
43	0.041%
44	0.042%
45	0.043%
46	0.048%
47	0.049%
48	0.050%
49	0.052%

AGE	Monthly Charge as a Percent of Annuity Value
50	0.054%
51	0.056%
52	0.061%
53	0.062%
54	0.063%
55	0.064%
56	0.066%
57	0.067%
58	0.069%
59	0.070%

AGE	Monthly Charge as a Percent of Annuity Value
60	0.072%
61	0.074%
62	0.076%
63	0.078%
64	0.081%
65	0.083%
66	0.086%
67	0.088%
68	0.096%
69	0.103%

AGE	Monthly Charge as a Percent of Annuity Value
70	0.110%
71	0.117%
72	0.124%
73	0.130%
74	0.136%
75	0.142%
76	0.148%
77	0.153%
78	0.159%
79	0.165%

Taxation

- Interest income earned in the annuity accumulates on a tax-deferred basis
- A 10 percent federal tax penalty may apply for withdrawals taken prior to age 59½ unless an exception applies
- A tax advisor should be consulted prior to taking any withdrawals
- Distributions of income for the annuity, at death or otherwise, are taxable as ordinary income
- Withdrawals may be subject to the 10 percent tax if the contract owner is not at least age 59½
- The Living Care® Annuity long-term care rider became tax-qualified long-term care insurance for tax years January 1, 2010 and after. Therefore, the long-term care rider charges will not be taxed and benefits will be treated as long-term care benefits due to the provisions of the Pension Protection Act of 2006

Coverage Eligibility Date

The date the contract owner is eligible to receive long-term care benefits is two years from the date the contract is issued.

Long-Term Care Benefits

Covered long-term care benefits include:

- Nursing Home Care
- Home Health Care
- Assisted Living Facility Care
- · Adult Day Care
- Alternative Care Services
- Care Coordinator Service
- Caregiver Training
- Homemaker Services
- · Personal Care

- Respite Care
- Care Planning
- Hospice Care

Elimination Period

90 days – cumulative, only needs to be met once

Daily Benefit

• The daily benefit is the lesser of actual costs or 1/730th of the annuity value at time of claim

Annuity Sample Value:	\$100,000
Maximum Daily Benefit:	\$100,000/ 730 days = \$136.99/day
Maximum Lifetime Benefit:	\$100,000 x 3 = \$300,000

- The long-term care daily benefit is deducted from the annuity until \$1.00 of value is left
- Then the daily benefits are provided by United of Omaha until the Maximum Lifetime Benefit is exhausted
- This daily benefit may not cover all of the costs associated with long-term care incurred by the insured during the period of coverage. Please carefully review the contract and Outline of Coverage for full details
- The Maximum Daily Benefit and Maximum Lifetime Benefit values shown do not reflect withdrawals or election of the Inflation Protection Endorsement

IMPORTANT: THIS IS A GENERAL DESCRIPTION OF THE LIVING CARE® ANNUITY. IT DOES NOT INCLUDE ALL TERMS, CONDITIONS, RULES, AND/OR EXCLUSIONS. PLEASE READ THE LIVING CARE® ANNUITY CONTRACT AND REFER TO THE OUTLINE OF COVERAGE FOR COMPLETE DETAILS.

Optional Endorsements

Inflation Protection Endorsement

The Inflation Protection Endorsement increases the daily benefit amount to help keep pace with the rising cost of long-term care services. It requires additional premiums to be added annually if the annuity value has not increased the Maximum Daily Benefit by five percent.

On each contract anniversary, through the life of the contract, all current daily benefit amounts and the current Maximum Lifetime Benefit will increase by five percent compound.

The compound Maximum Daily Benefit and Maximum Lifetime Benefit increases will continue annually without regard to age, changes in health, claims status, or length of time the annuitant has been insured under the long-term care insurance rider, as long as this Inflation Protection Endorsement remains in force.

This endorsement may only be elected at issue. There is an additional charge of .029% for this endorsement that is deducted monthly as a percent of the annuity value. If, on a rider anniversary date, the annuity value is insufficient to increase the Maximum Daily benefit by five percent, the owner will be required to pay an Inflation Protection Payment to increase the annuity value and obtain benefits under the endorsement.

Increases in benefits will not be determined by the actual amount of future inflation. The actual increases in benefits under the long-term care insurance rider may be greater or less than the amount of inflation.

Remember, on the application in "Section F: Longterm Care Rider Benefits," check "yes" or "no" for 5% Compound Inflation Protection.

Please see the Outline of Coverage for a full description of this optional benefit.

Nonforfeiture Benefit – Shortened Benefit Period Endorsement

The Living Care® Annuity includes access to a Shortened Benefit Period Endorsement. The endorsement says that if the owner's rider terminates for any reason except death after having been in force for three years, United of Omaha Life Insurance Company will provide a continuation of long-term care coverage, but on a reduced basis, as long as the Maximum Lifetime Benefit has not been reduced to zero. There is an additional charge for this endorsement of .008% that is deducted monthly as a percent from the annuity value.

In such event, United of Omaha will pay benefits until the Shortened Benefit Period Allowance has been reached or the Eligibility for the Payment of Benefits provision requirements are no longer met, whichever comes first. Benefits for Covered Services the owner receives will be paid up to the applicable Maximum Daily Benefit and Maximum Lifetime Benefit in effect at the time of coverage termination.

Under the Shortened Benefit Period Allowance, United of Omaha Life Insurance Company will pay the greater of:

- (a) 100% of the sum of all Monthly Deductions, excluding any waived Monthly Deductions, or
- (b) 30 times the Maximum Daily Benefit in effect at the time of termination.

The Shortened Benefit Period Allowance is reduced by the sum of all benefits previously paid.

Remember, on the application in "Section F: Longterm Care Rider Benefits," check "yes" or "no" for Nonforfeiture Benefit.

Please see the Outline of Coverage for a full description of this optional benefit.

Application Process

How to Submit Business

The Living Care® Annuity application packet includes the application and other important forms.

1. Send the completed application and applicable forms to: United of Omaha Life Insurance Company

Attn: LBS

9330 State Highway 133

Blair, NE 68008

- 2. Once the application is received at United of Omaha, it will be matched to health interview results and MIB information, then forwarded to an underwriter. In rare instances, full medical records may need to be ordered. See the Underwriting section of this guide for additional details.
- 3. For 1035 Exchange transfers, there will be a 30-60 day follow-up on the transfer of funds.

In most cases, new business will be underwritten and issued within 5 business days.

Application Checklist

A comprehensive application submission checklist for producers appears in the application packet. The packet includes the application and other important forms. Be sure to leave the indicated forms with the applicant. The Outline of Coverage and Shopper's Guide should also be left with the applicant.

Submit the fully completed application and applicable completed forms. Unanswered questions on the application or missing or incomplete forms will result in underwriting delays as United of Omaha attempts to secure this information.

NOTE: If a question does not apply to your client, answer it as "No" or "None" rather than "N/A."

Application Checklist

Health Interview Reference Number

☐ Include reference number provided by LifePlans as a part of the Health Interview process.

Section A: General Information

☐ If Contract Owner is a Trust, send in the first page and actual signature page of the Trust with application.

☐ Please provide completed name, address, and Social Security Number. Answer all other questions in this section in full.
Section B: Beneficiary Information ☐ Complete all beneficiary information including relationship and Social Security Number.
Section C: Contract Information ☐ Enter amount and check box if Check Enclosed or 1035 Exchange. ☐ Check non-qualified box. ☐ The annuity starting date is not a required field. Note: If the contract is annuitized before the maximum age allowed, the long-term care rider and endorsements will terminate at the time of annuitization.
Section D: Health Insurability Questions ☐ If the applicant answers "Yes" to any question in Section D, he/she is ineligible for coverage. Do not submit the application.
Section E: Other Coverage and Replacement Information ☐ All details of other coverage must be listed.
Section F: Long-Term Care Rider Benefits ☐ Check Yes or No for 5% Compound Inflation Protection. ☐ Check Yes or No for Nonforfeiture Benefit.
 Section G: Please Read and Sign □ Please request the Contract Owner/Annuitant read the entire section before signing. □ Please sign as producer.
Administrative Forms
General Forms
Privacy Authorization ☐ The "Authorization to Disclose Personal Information" (HIPAA) is to be signed, dated and submitted with the application.
Producer Statement ☐ Complete information including your telephone number and e-mail address, sign and submit with the application. ☐ If someone other than you should be contacted for

questions regarding the pending application, provide

the name, phone number, and e-mail address of

that party.

MIB Group, Inc. Pre-Notice, Notice of Information Practices and Investigative Consumer Reports Notice ☐ Leave these notices with the applicant at time of application.
Annuity Forms
Annuity Suitability Information ☐ Complete, sign and submit this form that helps determine whether annuity contract is suitable.
Certificate of Disclosure ☐ Please request the Contract Owner/Annuitant read and understand the descriptions of these provisions before signing and leaving a copy with the applicant.
Replacement of Life Insurance or Annuities (if applicable) ☐ Complete and leave a copy with applicant. 1035 Exchanges (if applicable) ☐ Complete and submit form if 1035 Exchange box is checked in Section C of application.
Transfer of Assets Form (if applicable) ☐ Complete and submit the Transfer of Assets form if monies are being submitted from Non-Qualified accounts, such as certificates of deposit, mutual funds or brokerage accounts.
Long-Term Care Forms
Long-Term Care Insurance Personal Worksheet ☐ Complete, sign and submit with application. Contract Form Number can be found on the illustration and Long-Term Care Rider Numbers can be found on the Outline of Coverage.
Long-Term Care Insurance Replacement (if applicable) ☐ Complete and leave a copy with applicant.
Long-Term Care Insurance Potential Rate Increase Disclosure Form ☐ Leave with applicant at time of application.
Things You Should Know Before You Buy Long-Term Care Insurance ☐ Leave with the applicant at time of application.
Senior Health Counseling Notice (if applicable) ☐ Leave with applicant at time of application.
Other State Special Forms (if applicable) Complete, submit or provide any other miscellaneous forms as required by your state.

Section A: General Information

- If Contract Owner is a Trust, send in the first page and actual signature page of the Trust with application
- Please provide completed name, address, and Social Security Number. Answer all other questions in this section in full

Section B: Beneficiary Information

 Complete all beneficiary information including relationship and Social Security Number

Section C: Contract Information

- Enter amount and check box if Check Enclosed or 1035 Exchange
- Check non-qualified box
- The annuity starting date is not a required field. Note: If the contract is annuitized before the maximum age allowed, the long-term care rider and endorsements will terminate at the time of annuitization

Sample Application

Health Interview Reference Number

• Include Reference Number provided by LifePlans as a part of the Health Interview process

Individual Single Premium Deferred Annuity – LTC Application

UNITED OF OMAHA LIFE INSURANCE COMPANY

$_{-}\nu$	
Health Interview	7.3
Reference #	МитиаL#Omaн

Mutual of Omaha Plaza, Omaha, NE 68175			Reference #				Митиаь У Отана	
Section A		CONTRA	ACT O	WNER				
Must check one. Is Contract Ow	mer an/a		•••••	Section A1) ons A1 and A2)				
1. Annuitant Information								
Name (First, Middle Initial, Last)						Birth State	
Mailing Address				City	Sta	ate	ZIP Code	
Social Security or Tax I.D. Numb		Sex le Female	Date of Birth		Age	Height	Weight	
Telephone Number	В	est Time to Call		E-mail Address				
() –	:	am :	pm					
Are you a citizen of the United S							Yes No	
(If "No," complete Foreign Nation							`	
Documentation (select one)								
Data of Amiros Line the Health in)		
Date of Arrival in the United								
2. Trust Information (Complete	e only if Contra	ct Owner is a Tr	ust)		1=			
Trust Name					Trust Date			
Mailing Address				City State		ate	ZIP Code	
Social Security or Tax I.D. Number			Telephone Number () –					
E-mail Address								
Section B		BENEFICIAR'	Y INFO	DRMATION				
Primary Beneficiary Name			Cont	ingent Beneficia	ry Name			
Relationship to Contract Owner/Annuitant			Relationship to Contract Owner/Annuitant					
Social Security Number or Tax I.D. Number			Social Security Number or Tax I.D. Number					
Section C		CONTRACT	INFO	RMATION				
Purchase Payment: Amou	nt \$	Chec	k Encl	losed 1035	Exchange			
Type of Annuity:	on-Qualified							
Annuity Starting Date:/ contract anniversary date follow date is the date on which annu	ving your 95th l	oirthday, unless		ate is not selector date is allowed				
3421LNA07A		SUBMIT TO 1	Hom of 4	E OFFICE				

Section D:

Health Insurability Questions

 If the applicant answers "Yes" to any question in Section D, he/she is ineligible for coverage. Do not submit the application

		Yes	No					
1.	Within the past 12 months, have you used any of the following: • wheelchair • walker • nebulizer • electric scooter • quad cane • oxygen • dialysis							
2.	Within the past 12 months have you received, or been advised to receive are in a residential, assisted living or adult day care facility nursing home or home health care services							
3.	3. Within the past 12 months, have you required personal assistance or supervision of any kind for any of the following: • bathing, eating, dressing, toileting, getting in or out of a chair or bed, managing your bowel or bladder • taking medications, paying bills or managing your finances, laundry, housework, shopping or other routine household chores • walking outdoors, climbing stairs, transportation, using the telephone							
4.	Have you been diagnosed or treated by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) Infection (symptomatic or asymptomatic)?							
5.	Within the past 12 months, have you been issued a handicap placard or license plate for your personal use, or have you been eligible for, or received, Social Security Disability or other disability benefits?							
6.	Do you have Diabetes either requiring insulin or with vascular disease, retinopathy, neuropathy, kidney disease, skin infections, ulcers, or delayed wound healing?							
7.	 Within the past 12 months have you received, or been advised to receive medical care for, any of the following: Alzheimer's Disease, Dementia, Memory Loss, Forgetfulness Cardiomyopathy, Congestive Heart Failure, Stroke, Transient Ischemic Attack (TIA) Chronic Obstructive Pulmonary Disease (COPD), Emphysema, Cystic Fibrosis Cirrhosis, Chronic Hepatitis, Kidney Failure, Organ Transplant, Bone Marrow Transplant Mental Retardation, Psychosis, Schizophrenia Amputation, Paralysis, Paraplegia, Quadriplegia Amyotrophic Lateral Sclerosis (ALS), Huntington's Chorea, Multiple Sclerosis, Muscular Dystrophy, Myasthenia Gravis, Parkinson's Disease Systemic Lupus, Scleroderma 							
8.	Within the past 5 years, have you been diagnosed with, treated or advised to be treated for, alcohol or drug abuse, or have you received inpatient psychiatric care?							
9.	Do you have Arthritis, a Back or Spine Disorder, Fibromyalgia, Polymyalgia Rheumatica, Osteoporosis, Neuropathy, Chronic Fatigue Syndrome, or any other condition requiring the use of narcotics, or assistive devices, or which results in physical limitations?							
10.	D. Within the past 12 months, have you been diagnosed with, or received treatment for, cancer (except non-melanoma skin cancer)?							
11.	Within the past 2 years, have you had two or more falls, a balance disorder, dizziness, difficulty walking, weakness or persistent fatigue?							
12.	Within the past 3 years, have you been declined or denied reinstatement for long-term care insurance?							
	DO NOT CONTINUE IF YOU ANSWERED "YES" TO ANY QUESTIONS IN SECTION D ABOVE. YOU ARE NOT ELIGIBLE FOR THIS PRODUCT.							

8

Section E: Other Coverage and **Replacement Information**

 All details of other coverage must be listed

Section F: Long-Term Care Rider Benefits

- Check Yes or No for 5% Compound Inflation Protection
- Check Yes or No for Nonforfeiture Benefit

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	Do you intend to replace, If "Yes," provide details in		e any existing li	ife ins	urance and/	or ann	uities?			Yes	No
Th	e producer shall comply wi	th any addition	onal state and/	or con	npany replac	ement	requireme	nts.			
3.			Policy or							o be Re or Conv	
	Company Name	e (Contract Numb	er	Coverage Ty	pe	Amount	Year I	ssued	Yes	No
							\$				
							\$				
							\$				
4.	Do you currently have a lo contracts or health maint									Yes	□ No
5.	Did you have a long-term	care policy or	certificate in fo	orce di	uring the last	12 m	onths?			Yes	_ No
6.	Do you intend to replace a	any long-term	care medical	or hea	Ith insurance	cover	age with th	is coveras	ro? [Yes	No
,,,	If "Yes," please read and si									103	
6 0	'Yes" to E4, E5 or E6 above		,		g p						
	oducer must list all health in	, ,			olicies sold	to the	Contract Ov	mer/Anni	itant whi	ch:	
are	still in force; or were sold	in the last fiv	e years but are	e no lo	onger in force	. If "N	one," chec	this box			None
7.		Policy or				St	atus of	To be R	eplaced	Sold	by this
		Certificate		Dai	ly Benefit /		olicy /	by this C	overage?	Proc	lucer?
	Company Name	Number	Plan Type	Annı	ual Premium	Ce	rtificate	Yes	No	Yes	No
							ending				
				s	/\$		Force ot In Force				
				1	, -		nding Date				
							/ /				_
							ending Force				
				\$	/\$		of In Force				
						Er	nding Date				
				_			/ /			-	-
							ending Force				
				\$	/\$		ot In Force				
						F-	nding Date				
						E	ram & water				

Section G PLEASE READ AND SIGN

Authorization to Receive Information From and Disclose Information to the MIB Group, Inc. (MIB): The MIB Group, Inc. (MIB) is a not-for-profit membership organization of insurance co

exchange on behalf of its members.

"Personal Information" means information about me, including health information such as medical history, mental and physical condition, prescription drug records, drug or alcohol use and other information such as finances, occupation, ger reputation and insurance claim information.

To the MIB: I authorize you to disclose Personal Information about me to United of Omaha Life Insurance Company, its representatives and its reinsurers. You are not authorized to disclose Personal Information about me to a conagency. The Personal Information received will assist in verifying the accuracy of the information I have provided in my

I also authorize United of Omaha Life Insurance Company and its reinsurers to disclose Personal Information about me to the MIB. I understand that the Personal Information received by the MIB may be disclosed, upon request, to another member company with whom I apply for life or health insurance or to whom I submit a claim for benefits.

Unless revoked earlier, this authorization will remain in force for 24 months from the date below. A copy of this authorization is as effective as the original.

Agreement:

B421LNA07A

The statements in this application are true and complete to the best of my knowledge and belief. This application is part of the annuity contract including riders and endorsements which will not take effect until United of Omaha Life Insurance Company receives the purchase payment.

In order for United of Omaha Life Insurance Company to issue a contract as a result of this application: (1) all required examinations and tests (medical, paramedical, laboratory) must be completed, (2) United of Omaha Life Insurance Company must receive the reports from all required examinations and tests, and any other information (such as an Attending Physician's Statement) that it requires and, (3) this application must be approved for issue by United of Omaha Life Insurance Company's Underwriting Department. If (1), (2) or (3) is not met, no contract will be issued.

If, on the date of this application, I am eligible for the contract applied for in accordance with the underwriting standards of United of Omaha Life Insurance Company then in effect, the effective date of the contract will be the issue date shown on the contract's data pages.

No Producer can: (a) waive or change any contract provision or (b) agree to issue a contract.

I acknowledge receipt of an Outline of Coverage, Shopper's Guide to Long-Term Care Insurance, Potential Rate Increase Disclosure Form and if applicable, Guide to Health Insurance for People with Medicare.

Your signature below confirms, as of the date shown below: your request for coverage and your election or rejection of the 5% Compound Inflation Protection (Lifetime) option and Nonforfeiture Benefit – Shortened Benefit Period option

Fraud Warning – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Caution: If your answers on this application are incorrect or untrue, United of Omaha Life Insurance Company deny benefits or rescind your contract, subject to the Incontestability provisions provided in your contract. ers on this application are incorrect or untrue, United of Omaha Life Insurance Company has the right to

I have read and understand the Authorization to Receive Information From and Disclose Information to the MIB Group, Inc. (MIB) and Agreement Section, including the Fraud Warning Statement, and I approve all my answers as recorded in this application.

		,	
X	Date	Signed at	
Signature of Contract Owner/Annuitant		City	State
X	Date	Signed at	
Signature of Trustee (if the Owner is a Trust, or other entity,		City	State

metade dite of signee(s))
Producer Information
I/We, the Producer(s) certify that each question was asked exactly as written and I/We have recorded the answers provided by the Contract Owner/Annuitant completely and accurately in the presence of the Contract Owner/Annuitant Yes No.
If "No," please explain:
X
Signature of Licensed Producer(s)
SUBMIT TO HOME OFFICE

Section G:

Please Read and Sign

- Please request the Contract Owner/ Annuitant read the entire section before signing
- Please sign as producer

Suitability

An annuity suitability form is required to be completed and submitted on all sales. In addition to the form the following guidelines should be considered when discussing this product with your client.

- Current income level
- · Net worth
- · Amount of investment
- Investment timeframe
- · Goals of investment
- Surrender charges, bonuses, etc. (if replacing existing coverage)

1035 Exchanges

The Internal Revenue Code – Section 1035(a) provides for tax-free exchange of a non-qualified annuity, life or endowment contract from one carrier or issuer of a contract to a new carrier. This exchange is often made when a client wishes to take advantage of better product features such as those offered by the United of Omaha Annuity. By exercising a 1035(a) exchange, the client may transfer the money from the old carrier to United of Omaha without incurring a taxable gain for federal income tax purposes. Although the exchange is easy to transact, it is important that a few rules are followed to assure that the exchange qualifies as a tax-free exchange under Internal Revenue Code – Section 1035(a).

- Exchange can be from a non-qualified life or annuity policy to United of Omaha's non-qualified annuity policy, or
- Exchange can be from a non-qualified life policy to United of Omaha's non-qualified life policy. (Note: An annuity may NOT be exchanged for a life policy.)
- The Owner(s) and Annuitant(s)/Insured of old policy being exchanged must be the same as the Owner(s) and Annuitant(s)/Insured of the new policy being requested
- The policy being exchanged must provide for a surrender value that meets the new policy minimum requirement
- A fully completed application with the 1035(a) exchange box marked along with a fully completed Internal Revenue Code Section 1035 Exchange Assignment form is completed and sent to United of Omaha along with the policy(ies) being exchanged. If the policy(ies) being exchanged cannot be located, please complete the Lost Policy Statement. (Replacement regulations must also be met for states that require replacement notification.)

☐ I h	he					
fin do of i her and	Insurance Company, Undetermine whether this	nited of Omaha and your pro	ith a long-term care rider from oducer are required to ask for i investment goals and financial	information that will help		
Signature	CONTRACT OWNER/ANN	NUITANT	INSURANCE PRODUCT O	OR INVESTMENT EXPERIENCE		
	Name		Stocks	Partnenhips		
OWNER'S	Address		Bonds	Options		
□ Ia	AGUITESO.		Mutual Funds	Certificate of Deposit		
kne			Life Insurance	Variable Annuities		
ter	City	State ZIP	Fixed Annuities	■ Variable Life Insurance		
red Di-	Home Phone Number		Other			
sui	Client ID/Social Security Number		 Do you have sufficient sources 	of cash, other income, or liquid		
v	Age Last Birthday		 assets, other than the amount p living expenses and emergencia 	ould for this annuity, available for		
Signature	Marital Status Manifel S	Single Widowed Divorced				
	Occupation	right Habrid Drivida	□ No			
	Occupation		OTHER INFORMATION			
SALES R	DEPENDENT INFORMATION		OTHER INFORMATION What is the source for this annuity's premium? (Check all that apply			
Lacknowled			Checking/Savings Account			
investment on all the c	Number of dependents		Annuity Proceeds	Options		
is suitable t	Ages of dependents		Life Insurance Proceeds	Other		
х						
Agent's S						
	FINANCIAL INFORMATIO	DN				
	Annual Household Income S		Goals for this Annuity Product (C	heck all that apply)		
	Liquid Net Worth (excluding to	rimary	Future Income	Education Planning		
	residence, automobile(s) and fur	rimary mishings) \$	Immediate Income	Liquidity		
	Federal Tax Bracket 5					
	Source of Income		Wealth Accumulation	Inheritance		
	Employment	Retirement Plans	Tax Deferral	Other		
			Preservation of Capital	Long-Term Care Insurance		
	Investments/Savings	Other				
	Social Security	Product Term Horizon	How do you expect to withdraw for			
	Milwhon As you sensed to need	income from this annuity product?	Specific Dollar Amount	Interest Only		
			Penalty Free Withdrawal	Other		
	1 Year or Less	8-10 Years	Annuitization	Long-Term Care Payments		
	1-3 Years	11 Years or More				
	4-7 Years	Only if needed for long-ter	rm care coverage			
				Page 1 of		
	L7604		TO HOME OFFICE			



Underwriting

Living Care® Annuity Important Tips

- This product is not available for clients who:
 - have been declined for any other stand-alone long-term care policies
 - answer Yes to any of the 12 Health Insurability Questions
 - have an uninsurable Health Condition as listed in the Agent Guide
- Pharmaceutical and MIB data will be reviewed. Medical exams and/or physician records may be ordered in rare instances.
- All clients are required to complete the Health Interview to assess their health and memory. At the time of application, complete the Health Interview with our interview provider LifePlans. If your client is unable to complete the interview at time of application, schedule a time for the interview or leave a message when LifePlans can contact your client. The "Preparing for the Health Interview" guide will help prepare your client for the interview.

Steps for Scheduling and Completing the Health Interview

- 1. Help your client complete the "Preparing for the Health Interview" guide.
- 2. The producer calls LifePlans at 1-800-544-4326 at the time of application to initiate the interview. The hours are 8 a.m. to 8 p.m. (EST) Monday-Friday.
- 3. Inform the representative from LifePlans that you need to initiate a *Health Interview Order* for the "Annuity with United of Omaha."
- 4. The producer will provide the following information to LifePlans:
 - Agent Name
 - Agent Telephone Number
 - Client Name
 - Client Telephone Number
 - Client Address including city, state and ZIP
 - Client Social Security Number
 - Client Date of Birth
 - Client Gender

Inform the health interviewer if the client has any hearing problems or if he/she needs an interpreter for a language other than English.

5. The LifePlans representative will then give you a reference number for your client.

- 6. Write the reference number on the top of the application, as well as on the "Preparing for the Health Interview" guide.
- 7. If a health interviewer is available at that time, have your client conduct the interview. **Important:** YOU MUST NOT BE PRESENT DURING THE CLIENT'S HEALTH INTERVIEW.
- 8. If a health interviewer is NOT available, schedule a time that works for LifePlans and your client. Make sure your client has the reference number when LifePlans returns the call to do the health interview.

After Hours Scheduling of the Health Interview

If you call LifePlans after hours, follow these steps to schedule the Health Interview:

- Leave a voice mail with the items listed above in step 4; or
- Send an e-mail to <u>statusrequests@lifeplansinc.com</u> with the items listed above in step 4.
- An e-mail confirmation will be sent with the reference number if contacting LifePlans via e-mail.

Build Chart

Use the build chart by finding the applicant's height in the left-hand column and then looking across the row to find the applicant's weight in pounds. If they are below the minimum or above the maximum weight for their height, they are uninsurable.

Неібнт	WEIGHT MIN	WEIGHT MAX
5'0"	92	204
5'1"	95	211
5'2"	98	218
5'3"	101	225
5'4"	105	232
5'5"	108	240
5'6"	111	247
5'7"	115	255
5'8"	118	262
5'9"	122	270
5'10"	125	278
5'11"	129	286
6'0"	133	294
6'1"	136	302
6'2"	140	311
6'3"	144	319
6'4"	148	328
6'5"	152	337
6'6"	156	346

Uninsurable Health Conditions

Applicants with any of the following conditions are uninsurable.

Α

Acoustic Neuroma-unoperated

Acromegaly

Activities of Daily Living (ADL) impairment

within the past 12 months

Adult Day Care within the past 12 months

Agoraphobia

AIDS/ARC

Alcohol 4 or more drinks per day

Alcohol induced Pancreatitis

Alcoholic Neuropathy

Alcoholism recovered less than 5 years

Alcoholism history with any current alcohol use

Alpha-1 Antitrypsin Deficiency

Alzheimer's Disease

Amputation due to disease

Amputation, two or more limbs

Amaurosis Fugax, two or more episodes

Amaurosis Fugax, single episode, in combination

with any of the following:

- Tobacco use within the past 2 years
- Atrial Fibrillation
- Carotid Stenosis
- Heart Valve Disorder
- Stroke
- Diabetes
- Residual Weakness, Paralysis, Aphasia, or other loss of function

Amyotrophic Lateral Sclerosis (ALS)

Aneurysm, Cerebral-unoperated

Amnesia, Transient Global-see Amaurosis Fugax

Anxiety that limits ADLs or IADLs

Anxiety with Psychiatric Facility admission

within the past 5 years

Arrhythmia uncontrolled

Arthritis with any of the following:

- requires home modifications*
- which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires the use of narcotic pain medication

Asbestosis

Assisted Living Facility resident within the past 12 months Avascular Necrosis, unoperated, or with limitations

Ataxia

Automatic Implantable Cardiac Defibrillator (AICD)

R

Back or Spine disorder with any of the following:

- requires home modifications*
- which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires the use of narcotic pain medication

Balance disorder within the past 2 years

Bladder Incontinence-except Stress Incontinence

Bone Marrow Transplant

Bowel Incontinence

C

Cancer diagnosed or treated within the past 12 months (excluding basal or squamous cell skin cancer)

Cardiomyopathy

Cerebral Aneurysm-unoperated

Cerebral Palsy

Cerebral Vascular Accident (CVA)

Chair lift use within the past 12 months

Chronic Bronchitis

Chronic Fatigue Syndrome with any of the following:

- requires home modifications*
- · which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires narcotic pain medication

Chronic Hepatitis

Chronic Obstructive Pulmonary Disease (COPD)

Chronic Organic Brain Syndrome

Cirrhosis

Congestive Heart Failure (CHF) diagnosed or treated within the past 12 months

Congestive Heart Failure (CHF) in combination

with any of the following:

- Atrial Fibrillation
- Diabetes
- Heart Valve Disorder

Confusion within the past 12 months

Creutzfeldt-Jakob Disease

Cystic Fibrosis

D

Declined for LTC insurance within the past 3 years

Degenerative Neurological Disorder

Defibrillator-implantable

Dementia

Depression that limits ADLs or IADLs

Depression with Psychiatric Facility admission

within the past 5 years

Denied Reinstatement for LTC insurance

within the past 3 years

Diabetes with any of the following:

- Insulin use within the past 12 months
- Peripheral neuropathy
- Coronary artery disease
- Retinopathy
- History of stroke or TIA
- Peripheral vascular disease (PVD)
- Kidney disease
- History of foot or leg ulcers
- History of poor wound healing
- History of skin infections
- Tobacco use within the past 2 years

Dialysis within the past 12 months

Difficulty Walking within the past 2 years

Disabled, or have received Disability benefits,

within the past 12 months

Dizziness within the past 2 years

Down's Syndrome

Drug Abuse recovered less than 5 years

Ε

Electric powered nebulizer use within the past 12 months Emphysema

F

Fainting 2 or more episodes within the past 2 years Falls 2 or more within the past 2 years Fatigue (persistent) within the past 2 years

Fibromyalgia with any of the following:

- requires home modifications*
- · which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires narcotic pain medication

Forgetfulness within the past 12 months

Η

Handicap placard or license plate for personal use within the past 12 months

Heart Transplant

Hemiplegia

Hemophilia

HIV positive

Home Health Care recipient within the past 12 months

Huntington's Chorea

Hydrocephalus

I

Immune Deficiency

Instrumental Activities of Daily Living (IADL)

impairment within the past 12 months

K

Kidney Dialysis within the past 12 months Kidney Disease in combination with Diabetes Kidney Failure within the past 12 months Kidney Transplant

L

Liver Transplant Lung Transplant Lupus–Systemic

Μ

Medicaid Recipient

Memory Loss within the past 12 months

Mental Retardation

Mini Stroke

Mobility Impairment

Motorized Scooter use within the past 12 months

Multiple Myeloma

Multiple Sclerosis

Multi-pronged Cane use within the past 12 months

Muscular Dystrophy Myasthenia Gravis Myelodysplasia

Ν

Nebulizer, electric powered, use within the past 12 months Nervous or Mental Disorder that limits ADLs or IADLs Nervous or Mental Disorder with Psychiatric Facility admission within the past 5 years

Neurogenic Bowel or Bladder

Neuropathy with any of the following:

- Alcohol induced
- Diabetes
- requires home modifications*
- which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires narcotic pain medication

Nursing Home resident within the past 12 months

0

Obesity-above maximum weight on the Build Chart

Organ Transplant

Organic Brain Syndrome

Osteoporosis with any of the following:

- requires home modifications*
- which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires narcotic pain medication
- with nontraumatic fracture
- T-score of -3.5 or worse

Oxygen use within the past 12 months

Ρ

Pancreas Transplant

Pancreatitis, related to alcohol use, or 2 or more episodes

Paralysis

Paraplegia

Parkinson's Disease

Peripheral Neuropathy with any of the following:

- · Alcohol induced
- Diabetes
- requires home modifications*
- which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires narcotic pain medication

Peripheral Vascular Disease in combination with any of the following:

- tobacco use within the past 2 years
- Diabetes
- Coronary Artery Disease
- history of a stroke or TIA
- · history of leg ulcers

Pick's Disease

Polymyalgia Rheumatica with any of the following:

- requires home modifications*
- which limits activities
- which limits ability to care for self
- requires the use of assistive devices+
- requires narcotic pain medication

Post Polio Syndrome

Primary Biliary Cirrhosis

Progressive Neurological Disorder

Progressive Supranuclear Palsy

Psychiatric Facility admission within the past 5 years

Psychosis

Pulmonary Fibrosis

Pulmonary Hypertension

Q

Quad Cane use within the past 12 months Quadriplegia

R

Reflex Sympathetic Dystrophy Residential Care Facility resident within the past 12 months

S

Sarcoidosis, progressive, or symptomatic, or treated within the past 12 months Schizophrenia

Scleroderma

Social Withdrawal

Stair lift use within the past 12 months

Stool Incontinence

Stroke, two or more

Stroke, single episode, diagnosed or treated within the past 12 months

Stroke, single episode with any of the following:

- Tobacco use within the past 2 years
- Atrial Fibrillation
- Carotid Stenosis
- Coronary Artery Disease
- Heart Valve Disorder
- Transient Ischemic Attack
- Diabetes
- Residual Weakness, Paralysis, Aphasia, or other loss of function

Surgery, scheduled, not yet performed Systemic Lupus (SLE)

Τ

Transient Global Amnesia-see TIA
Transient Ischemic Attack (TIA), two or more
Transient Ischemic Attack (TIA), single episode,
diagnosed or treated within the past 12 months
Transient Ischemic Attack (TIA), single episode

with any of the following:

- Tobacco use within the past 2 years
- Atrial Fibrillation
- Carotid Stenosis
- Coronary Artery Disease
- Heart Valve Disorder
- Stroke
- Diabetes
- Residual Weakness, Paralysis, Aphasia, or other loss of function

U

Underweight—below minimum weight on Build Chart Urinary Incontinence—except Stress Incontinence

W

Walker use within the past 12 months Weakness, progressive, within the past 2 years Weight loss—unintentional within the past 12 months Wheelchair use within the past 12 months

- * Home Modifications are modifications to the home that enhance the ability to perform the Activities of Daily Living. Examples include, but are not limited to, grab bars, elevated toilet seat, shower chair, ramps, stair lifts, chair lifts.
- + Assistive Devices are items that enhance the ability to perform the Activities of Daily Living. Examples include, but are not limited to, canes and other mobility aids, dressing and grooming aids, eating and drinking aids.

Uninsurable Medications

This list is not all-inclusive. Any medication currently used, or developed in the future, or treatment of any Uninsurable Health Condition is uninsurable.

3TC	HIV
Alkeran	Cancer
Amantadine	Parkinson's
Amiodarone	Arrhythmia
Apokyn	Parkinson's
Aptivus	HIV
Aricept	Dementia
Artane	Dementia
Atripla	HIV
Avinza	Chronic Pain
Avonex	Multiple Sclerosis
Azilect	Parkinson's
AZT	HIV
Baclofen	Multiple Sclerosis
Baraclude	Hepatitis B
Betaseron	Multiple Sclerosis
Carbidopa	Parkinson's
Cerefolin	Memory Loss
Cogentin	Parkinson's
Cognex	Dementia
Combivir	HIV
Comtan	Parkinson's
Copaxone	Multiple Sclerosis
Cordarone	Arrhythmia
Crixivan	HIV
Cytoxan	Cancer, severe Arthritis
D4T	HIV
DDC	HIV
DDI	
DDI	HIV
DES	HIV Cancer
DES DuoNeb	Cancer
DES DuoNeb Eldepryl	Cancer COPD
DES DuoNeb	Cancer COPD Parkinson's
DES DuoNeb Eldepryl Eligard Emtriva	Cancer COPD Parkinson's Prostate Cancer
DES DuoNeb Eldepryl Eligard	Cancer COPD Parkinson's Prostate Cancer HIV
DES DuoNeb Eldepryl Eligard Emtriva Epivir	Cancer COPD Parkinson's Prostate Cancer HIV HIV
DES DuoNeb Eldepryl Eligard Emtriva Epivir Epogen Epzicom	Cancer COPD Parkinson's Prostate Cancer HIV HIV Kidney Failure, HIV
DES DuoNeb Eldepryl Eligard Emtriva Epivir Epogen	Cancer COPD Parkinson's Prostate Cancer HIV HIV Kidney Failure, HIV HIV
DES DuoNeb Eldepryl Eligard Emtriva Epivir Epogen Epzicom Ergoloid	Cancer COPD Parkinson's Prostate Cancer HIV HIV Kidney Failure, HIV HIV Dementia
DES DuoNeb Eldepryl Eligard Emtriva Epivir Epogen Epzicom Ergoloid Exelon	Cancer COPD Parkinson's Prostate Cancer HIV HIV Kidney Failure, HIV HIV Dementia Dementia, Parkinson's
DES DuoNeb Eldepryl Eligard Emtriva Epivir Epogen Epzicom Ergoloid Exelon Fuzeon	Cancer COPD Parkinson's Prostate Cancer HIV HIV Kidney Failure, HIV HIV Dementia Dementia, Parkinson's

Gold	Rheumatoid Arthritis
Haldol	Psychosis
Hepsera	Hepatitis B
Herceptin	Cancer
Hydrea	Cancer
Hydergine	Dementia
Imuran	Immunosuppression
Insulin	Diabetes
Interferon	HIV, Hepatitis, MS
Indinavir	HIV
Invega	Schizophrenia
Invirase	HIV
Kaletra	HIV
Kemadrin	Parkinson's
Lasix >60mg/day	Heart Disease
L-Dopa	Parkinson's
Letairis	Pulmonary Hypertension
Lexiva	HIV
Leukeran	Immunosuppression
Levodopa	Parkinson's
Lioresal	Multiple Sclerosis
Lomustine	Cancer
Megace	Cancer
Megestrol	Cancer
Mellaril	Psychosis
Melphalan	Cancer
Memantine	Dementia
Methotrexate >25mg/week	Rheumatoid Arthritis
Metrifonate	Dementia
Mirapex	Parkinson's
Myleran	Cancer
Namenda	Dementia
Narcotics	Chronic Pain
Navane	Psychosis
Nelfinavir	HIV
Neoral	Immunosuppression
Neupro	Parkinson's
Norvir	HIV
Novatrone	Multiple Sclerosis
Oxycontin	Chronic Pain
Paraplatin	Cancer
Parlodel	Parkinson's
Pegasys	Hepatitis C
Peg-Intron	Hepatitis C
Permax	Parkinson's
Prednisone >10mg/day	COPD, Arthritis
Prezista	HIV

Procrit	Kidney Failure, HIV
Prolixin	Psychosis
Razadyne	Dementia
Rebetol	Hepatitis C
Rebif	Multiple Sclerosis
Reminyl	Dementia
Remodulin	Pulmonary Hypertension
Requip	Parkinson's
Rescriptor	HIV
Retrovir	HIV
Reyataz	HIV
Riluzole	ALS
Risperdal	Psychosis
Ritonavir	HIV
Sandimmune	Immunosuppression
Selzentry	HIV
Sinemet	Parkinson's
Somavert	Acromegaly
Stalevo	Parkinson's
Stelazaine	Psychosis
Sustiva	HIV
Symmetrel	Parkinson's
Tacrine	Dementia

Tasmar	Parkinson's
Teslac	Cancer
Thiotepa	Cancer
Thorazine	Psychosis
Trelstar-LA	Prostate Cancer
Trizivir	HIV
Truvada	HIV
TYSABRI	Multiple Sclerosis
Tyzeka	Hepatitis B
Valycte	CMV HIV
VePesid	Cancer
Vicodin	Chronic Pain
Videx	HIV
Vincristine	Cancer
Viracept	HIV
Viramune	HIV
Viread	HIV
Zanosar	Cancer
Zelapar	Parkinson's
Zelodox	Schizophrenia
Zerit	HIV
Ziagen	HIV
Ziprasidone	Schizophrenia

Rates

Monthly charges for the Long-Term Care Insurance Rider and, if applicable, the Nonforfeiture Benefit—Shortened Benefit Period Endorsement, are determined by multiplying the **annuity value** (as determined just prior to the Monthly Deduction) by the appropriate percentage rates based on the "issue age" of the client (shown below).

The charge for the Compound Inflation Protection Endorsement, if applicable, is determined by multiplying the **single annuity premium** by the appropriate percentage rate based on the "issue age" of the client (shown below). Monthly rates, based on issue age, will never be greater than the guaranteed maximum monthly rates. Charges for the Long-Term Care Insurance Rider and any elected endorsements will be deducted from the annuity value on the Monthly Deduction Date and are not subject to withdrawal charges.

Monthly Charges as % of Account Value

ISSUE AGE	LTC	Inflation Protection	SHORTENED BENEFIT
40	0.038%	0.029%	0.008%
41	0.039%	0.029%	0.008%
42	0.040%	0.029%	0.008%
43	0.041%	0.029%	0.008%
44	0.042%	0.029%	0.008%
45	0.043%	0.029%	0.008%
46	0.048%	0.029%	0.008%
47	0.049%	0.029%	0.008%
48	0.050%	0.029%	0.008%
49	0.052%	0.029%	0.008%
50	0.054%	0.029%	0.008%
51	0.056%	0.029%	0.008%
52	0.061%	0.029%	0.008%
53	0.062%	0.029%	0.008%
54	0.063%	0.029%	0.008%
55	0.064%	0.029%	0.008%
56	0.066%	0.029%	0.008%
57	0.067%	0.029%	0.008%
58	0.069%	0.029%	0.008%
59	0.070%	0.029%	0.008%

Issue Age	LTC	Inflation Protection	SHORTENED BENEFIT
60	0.072%	0.029%	0.008%
61	0.074%	0.029%	0.008%
62	0.076%	0.029%	0.008%
63	0.078%	0.029%	0.008%
64	0.081%	0.029%	0.008%
65	0.083%	0.029%	0.008%
66	0.086%	0.029%	0.008%
67	0.088%	0.029%	0.008%
68	0.096%	0.029%	0.008%
69	0.103%	0.029%	0.008%
70	0.110%	0.029%	0.008%
71	0.117%	0.029%	0.008%
72	0.124%	0.029%	0.008%
73	0.130%	0.029%	0.008%
74	0.136%	0.029%	0.008%
75	0.142%	0.029%	0.008%
76	0.148%	0.029%	0.008%
77	0.153%	0.029%	0.008%
78	0.159%	0.029%	0.008%
79	0.165%	0.029%	0.008%

Glossary

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 task of getting into or out of the tub or shower.

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

Toileting – getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – moving into or out of a bed, chair or wheelchair.

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).

Eating – feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

Adult Day Care – a program for six or more individuals of social and health-related services provided during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the home.

Adult Day Care Center – a facility that is licensed or certified to provide a planned program of Adult Day Care services by the state in which it operates. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet certain standards.

Alzheimer's Facility – a specialized facility that provides care for persons with Alzheimer's disease or similar Severe Cognitive Impairment and is licensed or certified as:

- (a) an Alzheimer's unit in all states where such licensure exists; and/or
- (b) a Nursing Home; and/or
- (c) an Assisted Living Facility.

Ancillary Services – physical, occupational, speech, and respiratory therapies, wound care, medication management, supplies and services for continence care support and similar care-related services or supplies that support Activities of Daily Living.

Annuitant – the person upon whose life annuity payments are based.

Annuity Contract – the single premium deferred annuity contract to which the Rider is attached.

Assisted Living Facility – a facility that is engaged primarily in providing ongoing care and related services that has the appropriate state licensure, certification or registration as

an assisted living facility where required and meets certain requirements. The facility must have an employee on-site 24 hours a day and provide care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet certain standards. Assisted living facility can also include an Alzheimer's Facility.

Care Coordination – services that identify a person's functional, cognitive, personal, and social needs for care and services and can help link the person to a full range of appropriate services. It may include but is not limited to the following:

- (a) the performance of comprehensive individualized assessments, including reassessments as needed;
- (b) the development of Plans of Care, including an initial Plan of Care and subsequent Plans of Care as needed for changes in the Annuitant's condition; or
- (c) the coordination of appropriate services and ongoing monitoring of the delivery of such services, when desired by the Annuitant or his or her Representative and determined necessary by the Care Coordinator.

Care Coordination Services Provider – an agency, entity or person designated by us that provides care coordination and meets certain standards that pertain to staffing requirements, quality assurance, agency functions, and reporting and records maintenance requirements.

Care Coordinator – a Licensed Health Care Practitioner employed by or under contract to a Care Coordination Services Provider designated by us who is qualified by training and experience to assess and coordinate the overall care needs of a person who is Chronically Ill.

Chronically III – that the Annuitant has been certified by a Licensed Health Care Practitioner as: a) being 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) requiring Substantial Supervision to protect himself or herself from threats to health and safety due to a Severe Cognitive Impairment.

Confinement, confined – the Annuitant meets the Eligibility for the Payment of Benefits provision requirements and is a resident in a Nursing Home, Assisted Living Facility or Hospice Care Facility for a period for which a room and board charge is made.

Covered Services – services the Annuitant receives for which a benefit may be payable under the Rider. Actual charges must be made in order for services to be covered services. A service must be for a Qualified Long-Term Care Service in order to be considered a covered service. Elimination Period – the total number of days that the Annuitant is Chronically Ill and receives Covered Services before benefits are payable under the Rider. The days do not need to be consecutive. The length of the elimination period is shown on the Rider data pages. Days applied toward the elimination period may be incurred prior to the Coverage Eligibility Date if we can establish that the Annuitant met these requirements during such time. The elimination period must be satisfied only once in his or her lifetime. The Annuitant does not need to satisfy the elimination period to receive the Caregiver Training Benefit or Care Coordinator Services. Any days for which benefits have been paid by Medicare for covered Qualified Long-Term Care Services can be used to satisfy the Elimination Period.

Family Member – the Annuitant's mother, father, son, daughter, brother, sister, spouse or domestic partner.

Home – the place where the Annuitant maintains independent residence. Home does not include: a Nursing Home; a hospital; an Assisted Living Facility; any other institutional setting where the Annuitant is dependent on others for assistance with Activities of Daily Living; or the residence of the person providing the Homemaker Services or Home Health Care.

Home Health Care – the following services provided in the Annuitant's Home:

- (a) part-time or intermittent skilled services provided by a Nurse;
- (b) services to support the Annuitant's compliance with his or her medication/treatment regimen;
- (c) home health aide services;
- (d) physical therapy, respiratory therapy, occupational therapy, speech therapy or audiology therapy; and
- (e) services provided by a specialist in the field of nutrition or the administration of chemotherapy.

Home Health Care Agency – an entity that is regularly engaged in providing Home Health Care services, Maintenance or Personal Care Services and Homemaker Services for compensation and employs staff who are qualified by training or experience to provide such care. The entity must: be supervised by a qualified professional such as a Registered Nurse (RN), a licensed social worker, or a Physician; keep clinical records or care plans on all patients; provide ongoing supervision and training to its employees appropriate to the services to be provided; and have the appropriate state licensure, accreditation or certification, where required.

Homemaker Services – the following services which the Annuitant receives from a paid eligible provider to the extent that they constitute Maintenance or Personal Care Services: laundry services; routine food shopping and errands; meal preparation and cleanup; and domestic or cleaning services.

Hospice Care – services designed to provide soothing care and alleviate the Annuitant's physical, emotional and social discomfort if he or she is Terminally Ill.

Inflation Protection Payment – the amount that the Owner may be required to pay before coverage will be provided under the optional Compound Inflation Protection Endorsement. Inflation protection payments are separate from the long-term care Rider and endorsement charges we deduct from the annuity value.

Licensed Health Care Practitioner – any of the following who is not a Family Member: a Physician; a registered professional nurse; 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.

Maintenance or Personal Care Services – any care the primary purpose of which is the provision of needed assistance with helping the Annuitant conduct Activities of Daily Living while he or she is Chronically Ill. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

Maximum Daily Benefit – the greatest dollar amount we will pay for any one day on which expense is incurred for Covered Services received by the Annuitant. The maximum daily benefit is shown on the Rider data pages.

Maximum Lifetime Benefit – the total dollar amount we will pay in benefits for all Covered Services received by the Annuitant during his or her lifetime. Any benefits paid, except under the Care Coordinator Services provision, will reduce the amount available under the Maximum Lifetime Benefit. The Maximum Lifetime Benefit is shown on the Rider data pages.

Monthly Deduction – the monthly sum of all long-term care Rider and endorsement charges.

Nursing Home – a facility or distinctly separate part of a hospital or other institution that is engaged primarily in providing nursing care to inpatients under a planned program supervised by a Physician and, where required, has the appropriate state licensure, certification or registration as a nursing home. A Nursing Home provides 24-hours-a-day nursing care at skilled, intermediate, and/or custodial levels.

Owner – the person or entity that is entitled to exercise rights under the Rider, Annuity Contract and any attached endorsements.

Physician – 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 the Annuitant or a Family Member. He or she must be providing services within the scope of his or her license.

Plan of Care – a written individualized plan of services prescribed by a Licensed Health Care Practitioner. We retain the right to discuss the plan of care with the Licensed Health Care Practitioner. We may also retain the right to verify that the plan of care is appropriate and consistent with generally accepted standards for care of Chronically Ill persons. The plan

of care specifies the Annuitant's long-term care needs and the type, frequency, and providers of the services appropriate to meet those needs and the costs, if any, of those services. The plan of care will be modified as required to reflect changes in the Annuitant's functional or cognitive abilities, social situation, and care service needs.

Qualified Long-term Care Services – necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services and Maintenance or Personal Care Services that are required by a Chronically Ill person and are provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

Respite Care – the supervision and care of the Annuitant while the family or other individuals who normally provide substantial amounts of unpaid care on a daily basis take short-term leave or rest that provides them with temporary relief from the responsibilities of providing care.

Rider – the long-term care insurance rider attached to the Annuity Contract.

Severe Cognitive Impairment – 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 the Annuitant's: short-term or long-term memory; orientation as to people, places or time; and deductive or abstract reasoning.

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

- (a) **Hands-on Assistance** the physical assistance of another person without which the Annuitant would be unable to perform the Activities of Daily Living.
- (b) Standby Assistance the presence of another person, within the Annuitant's arms reach, that is necessary to prevent, by physical intervention, injury while he or she is performing the Activities of Daily Living.

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

Notes



Underwritten by:
UNITED OF OMAHA LIFE INSURANCE COMPANY

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Omaha, NE 68175