

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

In re: Senior Health Insurance
Company of Pennsylvania (In
Rehabilitation)

No. 1 SHP 2020

**THE HEALTH INSURERS' APPLICATION
FOR RELIEF FROM SCHEDULING ORDER**

The intervenors Anthem, Inc., Health Care Service Corporation, Horizon Healthcare Services, Inc. d/b/a Horizon Blue Cross Blue Shield of New Jersey, and UnitedHealthcare Insurance Company (collectively, the “Health Insurers”), through their undersigned counsel, hereby submit this Application for Relief from the Court’s Scheduling Order dated February 25, 2021, to allow the Health Insurers to designate the insurance policy documents attached hereto as exhibits to be used in the hearing on the proposed Second Amended Rehabilitation Plan (the “Plan”) of Senior Health Insurance Company of Pennsylvania, in Rehabilitation (“SHIP”). These policy documents were just produced by the Rehabilitator at the Health Insurers’ request as a result of arguments made in Pre-hearing Rebuttal Memoranda filed by the parties, and the Rehabilitator does not oppose the relief requested herein.

Background and Status of Proceedings

1. On January 23, 2020, Jessica K. Altman, Insurance Commissioner of the Commonwealth of Pennsylvania (the “Rehabilitator”), filed in this Court an

Application seeking entry of an order directing her to rehabilitate SHIP, *inter alia*, due to its insolvency.

2. On January 29, 2020, this Court entered an Order (the “Rehabilitation Order”) placing SHIP in rehabilitation and appointing Insurance Commissioner Altman and her successors in office as Rehabilitator of SHIP, in accordance with the provisions of Article V of The Insurance Department Act of 1921, Act of May 17, 1921, P.L. 789, as amended, 40 P.S. §§ 221.21-221.63. Rehabilitation Order at ¶¶ 1-2.

3. In the Rehabilitation Order, the Court directed the Rehabilitator “to rehabilitate the business of SHIP; to take possession of the assets of SHIP; and to administer the SHIP assets in accordance with the orders of this Court.” Rehabilitation Order at ¶ 3. The Court also directed the Rehabilitator to “prepare a plan of rehabilitation.” *Id.* at ¶¶ 7, 16.

4. On April 22, 2020, the Rehabilitator filed a proposed Plan of Rehabilitation (the “April 22 Plan”), together with applications for approval of the Plan and a Form and Distribution of Notice. On October 21, 2020, after receiving and considering various comments on the April 22 Plan, the Rehabilitator filed a proposed Amended Rehabilitation Plan. On May 3, 2021, the Rehabilitator filed the Plan.

5. The hearing before this Court on the Plan is scheduled to begin on May 17, 2021.

6. Pursuant to the Court’s Scheduling Order dated February 25, 2021 (the

“Scheduling Order”), the Court set dates to file Pre-hearing Memoranda and Pre-hearing Rebuttal Memoranda, and to designate witnesses and exhibits to be utilized at the hearing on the Plan.

Request for Permission to Designate Exhibits

7. The Health Insurers seek an order permitting them to utilize the documents attached hereto as exhibits in connection with the hearing on the Plan even though they were not designated within the time specified in the Scheduling Order. The documents attached hereto consist of copies of representative long-term care insurance policies issued by SHIP’s predecessors and assumed by SHIP and for which is it liable (collectively, the “Policy Documents”).

8. The Health Insurers did not determine that the Policy Documents would be needed for their participation in the hearing on the Plan prior to receiving the rebuttal memoranda of other parties on April 19, 2021. Shortly thereafter, the Health Insurers requested that the Rehabilitator provide copies of representative insurance policies issued by SHIP’s predecessors and assumed by SHIP. On Monday, May 10, 2021, the Policy Documents were posted to SHIP’s secure data site, which is maintained by the Rehabilitator and to which all parties that intend to participate in the hearing on the Plan have access. All parties with access to the data site were provided notice when the Policy Documents were posted. Counsel to the Health Insurers has conferred with the Rehabilitator’s counsel, and the Rehabilitator does

not oppose the relief sought in this application.

9. The Policy Documents are neither controversial nor complicated. They are historical documents that evidence and define the liabilities of SHIP to its policyholders. They logically should be part of the record at the hearing on the Plan.

10. The Court has the inherent authority to regulate the conduct of hearings before it, including the power to establish deadlines in connection with the conduct of such hearings. As part of that authority, the Court retains the right to modify and grant relief from its own orders.

WHEREFORE, for the reasons set forth herein, the Health Insurers respectfully ask this Court to enter the attached proposed Order.

Respectfully submitted,

Dated: May 11, 2021

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Harold S. Horwich

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IN THE COMMONWEALTH COURT OF PENNSYLVANIA

In re: Senior Health Insurance
Company of Pennsylvania (In
Rehabilitation)

No. 1 SHP 2020

**[PROPOSED] ORDER ON THE HEALTH INSURERS' APPLICATION
FOR RELIEF FROM SCHEDULING ORDER**

AND NOW, this __ day of _____, 2021, upon consideration of the Application for Relief from Scheduling Order (the "Application for Relief") filed by intervenors Anthem, Inc., Health Care Service Corporation, Horizon Healthcare Services, Inc. d/b/a Horizon Blue Cross Blue Shield of New Jersey, and UnitedHealthcare Insurance Company (collectively, the "Health Insurers") and any response thereto, and this Court having found that the requested relief is a proper exercise of this Court's jurisdiction over Senior Health Insurance Company of Pennsylvania (In Rehabilitation) and its assets, its business, and the efforts to rehabilitate it, it is hereby **ORDERED** as follows:

1. The Application for Relief is **GRANTED**.
2. The Health Insurers are permitted to use the Policy Documents attached to the Application for Relief at the hearing on the Second Amended Rehabilitation Plan.

MARY HANNAH LEAVITT, President Judge Emerita

EXHIBIT A

Policy Documents

EXHIBIT A-1

[REDACTED] M [REDACTED]
[REDACTED]

**THIS IS YOUR POLICY WITH
SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA**

**IF YOU HAVE A CLAIM OR QUESTIONS CALL OUR
CUSTOMER SERVICE DEPARTMENT TOLL FREE AT**

1-877-450-5824

**WE ARE PROUD TO HAVE YOU AS A POLICYHOLDER AND LOOK
FORWARD TO PROVIDING YOU WITH THE BEST POSSIBLE
SERVICE!**

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY.
LONG TERM CARE INSURANCE POLICY**



ATL LIFE INSURANCE COMPANY

Bensalem, Pennsylvania

(Referred To In This Policy As "we", "us", or "our")

NOTICE TO BUYER: THIS POLICY MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH LONG TERM CARE INCURRED BY THE POLICYHOLDER DURING THE PERIOD OF COVERAGE. THE POLICYHOLDER IS ADVISED TO CAREFULLY REVIEW ALL POLICY LIMITATIONS. IN ADDITION, THE POLICYHOLDER IS ADVISED THAT BASED ON CURRENT HEALTH CARE COST TRENDS, THE BENEFITS PROVIDED BY THIS POLICY MAY BE SIGNIFICANTLY DIMINISHED IN TERMS OF REAL VALUE TO THE POLICYHOLDER, DEPENDING ON THE AMOUNT OF TIME WHICH ELAPSES BETWEEN THE DATE OF PURCHASE AND THE DATE UPON WHICH THE POLICYHOLDER BECOMES ELIGIBLE FOR THOSE BENEFITS.

In this Policy "you" or "your" refers to the Insured named in the Policy Schedule. The term "Covered Person" refers to either you or your spouse, if a spouse is named in the Policy Schedule.

We agree to Insure the Covered Person(s) against Loss to the extent stated in this Policy. Payment of benefits under this Policy is subject to all of its terms. In the event of your death, your spouse, if covered by this Policy, will automatically succeed you as the Insured and the premium will be adjusted accordingly, or waived in accordance with the Lifetime Waiver of Premium for Survivor provision. In the event of the death of any Covered Person, the unearned premium, with respect to that Covered Person's coverage, will be refunded to the survivor if we receive proof of death prior to the end of the term of coverage for which premium has been paid.

CONSIDERATION - EFFECTIVE DATE - TERM

This Policy is issued in consideration of: (1) the advance payment of the Initial Premium on or before the Effective Date; and (2) the statements contained in the attached application. This Policy is effective at 12 Noon, at your residence, on the Effective Date shown in the Policy Schedule. It continues in force for the Term specified in the Policy Schedule subject to the Grace Period. This Policy may be renewed in accordance with the Guaranteed Renewability provision.

NOTICE OF THIRTY DAY RIGHT TO EXAMINE POLICY

Carefully read this Policy as soon as you receive it. If you are not satisfied, for any reason, you may return it to us and we will refund all premium you have paid. You must, however, return the Policy within 30 days after you receive it in order to receive a refund. If Premium is refunded, the Policy will be considered void from the beginning.

GUARANTEED RENEWABILITY — PREMIUMS SUBJECT TO CHANGE

This Policy is guaranteed renewable for your lifetime. We cannot cancel this Policy as long as you pay the premiums. If you decide not to renew this Policy, we will not prejudice any continuing benefits payable under the Policy for a Loss which commenced prior to the termination of the Policy. We can change the Renewal Premium rate. We can change it only if it is changed for all policies in your state of residence on this policy form. Notice of any change in rates will be sent at least 30 days in advance.

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IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION

Caution: The issuance of this long term care insurance policy is based upon the responses to the questions on the application. A copy of the application is attached. If any answers are incorrect or untrue, the company may have the right to deny benefits or rescind this policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the answers are incorrect, contact the company at this address: 3220 Tillman Drive, Bensalem, Pennsylvania, 19020.

POLICY SCHEDULE

POLICY NUMBER	[REDACTED]	97	EFFECTIVE DATE
INSURED	[REDACTED]	98	FIRST RENEWAL DATE
AGE	[REDACTED]	\$1715.00	INITIAL PREMIUM
TERM	ANNUALLY	\$1690.00	RENEWAL PREMIUM (SUBJECT TO CHANGE)
COVERED SPOUSE	[REDACTED]		

LONG TERM CARE BENEFITS**NURSING HOME CARE**

Maximum Daily Benefit \$100.00

Elimination Period 000 Days

HOME HEALTH CARE

Maximum Daily Benefit \$100.00

Elimination Period 000 Days

LONG TERM CARE MAXIMUM BENEFIT PERIOD LIFETIME

ADDITIONAL BENEFITS**ADULT DAY CARE**

Maximum Daily Benefit \$50.00

Elimination Period 000 Days

ADULT DAY CARE MAXIMUM BENEFIT PERIOD 365 Days (1 Year)

HOSPICE SERVICE

Maximum Daily Benefit \$50.00

Elimination Period 000 Days

HOSPICE CARE MAXIMUM BENEFIT PERIOD 100 Days

BED RESERVATION

Reasonable Charge Up To the Nursing Home Care Daily Maximum Benefit

30 Days Per Calendar Year Maximum Benefit

RESPIRE CARE

Daily Maximum Benefit for the type of care or service provided

30 Day Per Calendar Year Maximum Benefit

CAREGIVER TRAINING

Reasonable Charge Up To Five times the Home Health Care Daily Maximum Benefit

MEDIC ALERT

Actual Charge up to \$25 per month

Payable as long as Home Health Care Benefits Continue

RESTORATION OF BENEFITS INCLUDED**WAIVER OF PREMIUM BENEFIT INCLUDED**

THE PREMIUM SHOWN ABOVE INCLUDES PREMIUMS FOR ANY BENEFIT RIDERS ISSUED ON THE SAME DATE AS THIS POLICY.

BENEFIT RIDERS ISSUED ON THE SAME DATE AS THE POLICY:

DEFINITIONS

"ACTIVITIES OF DAILY LIVING (ADL's)" are: **bathing** (washing oneself in either a tub or shower, or by sponge bath; including the task of getting into and out of the tub or shower without hands-on assistance of another person); **dressing** (putting on and taking off all necessary and appropriate items of clothing and/or any necessary braces or artificial limbs without hands-on assistance of another person); **toileting** (getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene without hands-on assistance of another person); **transferring** (moving in and out of a bed, chair or wheelchair without hands-on assistance of another person); **mobility** (walking or wheeling on a level surface from one room to another without hands-on assistance of another person); **eating** (the ability to get nourishment into the body without hands-on assistance of another person once it has been prepared and made available to you); and **continence** (the ability to voluntarily maintain control of bowel and/or bladder function in the event of incontinence, the ability to maintain a reasonable level of personal hygiene without hands-on assistance of another person).

"ADULT DAY CARE" means a program of social and health-related services provided for six or more individuals 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" means an organization: (a) which provides a program of Adult Day Care; (b) which is 1) established and operated in accordance with state law; and 2) licensed by the state as an Adult Day Care Center; (c) whose staff includes 1) a full time director; and 2) one or more R.N.'s, L.P.N.'s or L.V.N.'s in attendance at least 4 hours a day during operating hours; (d) which operates at least 5 days a week and operates a minimum of 5 hours per day and provides care for any one individual for no more than 12 hours per day; (e) which maintains written MONTHLY PROGRESS REPORTS; and (f) which has established procedures for obtaining appropriate medical emergency aid.

"APPROVED HOME HEALTH CARE PRACTITIONER" means a licensed registered nurse (R.N.), licensed practical nurse (L.P.N.), licensed vocational nurse (L.V.N.), licensed visiting nurse, certified chemotherapy nurse, certified enterostomal therapy nurse, certified infusion nurse, licensed physical therapist, certified respiratory therapist, licensed speech therapist, licensed occupational therapist, licensed medical social worker, certified nurse assistant, or home health aide. A home health aide must be certified or otherwise properly trained in accordance with the existing standards in the jurisdiction where Home Health Care is provided. An Approved Home Health Care Practitioner may not be a member of a Covered Person's Immediate Family.

"CAREGIVER TRAINING" means training provided by a Home Health Care Agency, Nursing Home, or hospital to an Informal Caregiver to enable the Informal Caregiver to provide Informal Care for a Covered Person at Home.

"COGNITIVE IMPAIRMENT" means the deterioration or loss in intellectual capacity requiring continual supervision for protection of self or others, as established by the clinical diagnosis of any licensed practitioner in this state authorized to make such a diagnosis. Such diagnosis shall include the patient's history and physical, neurological, psychological and/or psychiatric evaluations, and laboratory findings.

"CONFINED OR CONFINEMENT" means assigned to a bed and physically within a Nursing Home while coverage is in force.

"ELIMINATION PERIOD" means the period of time, stated in the Policy Schedule, for which a Covered Person received Long Term Care and for which no benefits are payable, and, which must pass before benefits will be payable under this Policy. When benefits do begin, they will not be retroactive to the beginning of the Elimination Period. The Elimination Period must be satisfied only once during each Covered Person's lifetime.

"HOME" means the place where a Covered Person maintains independent residence. Home does not mean a nursing facility, hospital or other institutional setting.

"HOME HEALTH CARE" means the provision of a health service for payment or other consideration in a patient's residence under a plan of care established, approved in writing, and reviewed at least every two months by the attending Physician and certified by the attending Physician as necessary. Home Health Care does not include homemaker and companion type services such as cooking, transportation, shopping, cleaning or companionship.

DEFINITIONS (continued)

"HOSPICE" means an autonomous, centrally administered, nurse-coordinated program operated pursuant to law. It must be under the direction of a Physician employed by the Hospice. It must provide a continuum of home, outpatient, and homelike inpatient care for the terminally ill patient and his family. It employs an interdisciplinary team ("Hospice Care Team") to assist in providing palliative and supportive care. This care must be for the purpose of meeting the special needs arising out of the physical, emotional, spiritual, social and economic stresses which are experienced during the final stages of illness and during dying and bereavement. This care must be available 24 hours a day, seven days a week.

"HOSPICE SERVICE" means items and services furnished to an individual by a Hospice. It may be provided by others under arrangements with a Hospice program. These services are provided in a place of temporary or permanent residence used as the terminally ill individual's home for the purpose of maintaining that individual at home; or, if the terminally ill individual needs short-term institutionalization, the services shall be furnished in cooperation with those contracted institutions or in the inpatient facility of the Hospice program.

"IMMEDIATE FAMILY" means you, your spouse and respective parents, children, grandchildren and siblings and their spouses or anyone living at your residence.

"INFORMAL CARE" means care provided by an Informal Caregiver, making it unnecessary for a Covered Person either to be in a Nursing Home, or to receive covered Home Health Care.

"INFORMAL CAREGIVER" means the person who has the primary responsibility of providing Informal Care, on an unpaid basis, for a Covered Person in the Covered Person's Home.

"INJURY" means accidental bodily injury sustained while this Policy is in force. It must be the direct and independent cause which results in Loss covered by this Policy.

"LONG TERM CARE" means Nursing Home Care or Home Health Care. Long Term Care does not mean simple rest care, hotel or retirement home expense or other expense which is related to a Covered Person's residence and not a result of Long Term Care.

"LOSS" means financial loss incurred as a result of expenses incurred by a Covered Person.

"MEDIC ALERT SYSTEM" means a communication system, located in your Home, used to summon medical attention in case of a medical emergency.

"MENTAL OR NERVOUS DISORDER" means a neurosis, psychoneurosis, psychopathy, psychosis or other mental or emotional disorder without demonstrable organic origin. (Note: Clinically diagnosed Alzheimer's Disease and other organic brain syndromes, and biologically based brain diseases/serious mental illness, including schizophrenia, paranoid and other psychotic disorders, bipolar disorders (mixed, manic and depressive); major depressive disorders (single episode or recurrent); and schizoaffective disorders (bipolar or depressive) are covered by this Policy).

"NURSING HOME" means a place which: 1) is legally operated to provide nursing care (skilled, intermediate, custodial) for sick and injured persons at their expense; 2) is licensed by the state as a convalescent nursing facility, a skilled nursing facility, an intermediate care facility, a custodial care facility; or any equivalent facility which meets the requirements of this definition; 3) provides, in addition to room and board accommodations, 24 hour nursing service by or under 24 hour on-site supervision by a Physician, licensed registered nurse (R.N.), or a licensed practical nurse (L.P.N.); 4) maintains a daily record of each patient which is available for our review; and 5) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the injury or sickness causing the confinement. "NURSING HOME" does not mean a facility or any part of a facility used primarily for: rest care; training or education; care of the aged; or treatment of alcoholism, drug addiction or Mental or Nervous Disorders. Facilities primarily engaged in providing retirement residences, such as apartments or other self-contained living units, are not Nursing Homes, however, a distinctly separate part of such facility may be a Nursing Home if it meets this definition.

"NURSING HOME CARE" means care of the type regularly and customarily given Nursing Home patients on a 24-hour-a-day basis. It must be: 1) care that can either improve or maintain the Covered Person's condition or attempt to do so; 2) care supervised by licensed and qualified professional personnel; and 3) care which is not normally available in a hospital.

"PERSONAL CARE" means the provision of hands-on services by a home health aide, who meets the definition of an Approved Home Health Care Practitioner, to assist a Covered Person with Activities of Daily Living.

"PHYSICIAN" means any licensed practitioner of the healing arts operating within the scope of his or her license.

DEFINITIONS (continued)

"PRE-EXISTING CONDITION" means a condition for which medical advice or treatment was recommended by or received from a Physician, within six months preceding the Effective Date of coverage.

"REASONABLE CHARGE" means a charge which does not exceed the regular and customary charges for, or the fair and reasonable value of, the services and supplies a Covered Person receives. The Reasonable Charge will be determined by comparing the expense incurred with the charges made for similar services and supplies in the locality where the services are provided.

"RESPITE CARE" means short-term care provided in a Nursing Home, Adult Day Care Center, or the Covered Person's Home (by an Approved Home Health Care Practitioner), that is designed to temporarily relieve the Informal Caregiver in the Covered Person's Home.

"SICKNESS" means sickness, illness or disease diagnosed or treated by a Physician after this Policy's Effective Date and while this Policy is in force.

LONG TERM CARE BENEFITS

1. NURSING HOME CARE: We will pay a benefit for each day a Covered Person is Confined in a Nursing Home. The benefit will be the Daily Maximum benefit for Nursing Home Care set forth in the Policy Schedule. Benefits are not payable for Nursing Home Care or Home Health Care if provided on the same day. If this occurs only the Nursing Home Care benefit will be paid.

2. HOME HEALTH CARE: We will pay a benefit for each day a Covered Person receives Home Health Care at Home. The benefit will be the lesser of: 1) the Daily Maximum benefit for Home Health Care set forth in the Policy Schedule; or 2) the Reasonable Charge for the services provided.

LONG TERM CARE MAXIMUM BENEFIT PERIOD: The Long Term Care Maximum Benefit Period is set forth in the Policy Schedule. The Long Term Care Maximum Benefit Period is the maximum period of time we will pay Long Term Care benefits during a Covered Person's lifetime, unless Long Term Care benefits are restored as provided for in the Restoration of Benefits provision. The Long Term Care Maximum Benefit Period applies to Nursing Home Care benefits and Home Health Care benefits on a combined basis. For example, Nursing Home Care and Home Health Care may be used in any combination of time periods to reach the maximum. Each day you receive any Nursing Home Care and/or Home Health Care will count as one full day toward the Long Term Care Maximum Benefit Period.

ADDITIONAL BENEFITS

1. ADULT DAY CARE: We will pay a benefit when a Covered Person receives Adult Day Care. The benefit will be the lesser of: (1) the Daily Maximum Benefit for Adult Day Care set forth in the Policy Schedule; or (2) the Reasonable Charge incurred.

ADULT DAY CARE MAXIMUM BENEFIT PERIOD: The Adult Day Care Maximum Benefit Period is set forth in the Policy Schedule. The Adult Day Care Maximum Benefit Period is the maximum period of time we will pay Adult Day Care Service benefit during a Covered Person's lifetime, unless Adult Day Care benefits are restored as provided for in the Restoration of Benefits provision. Each day you receive Adult Day Care will count as one full day towards the Adult day Care Maximum Benefit Period.

2. HOSPICE SERVICE: We will pay a benefit when a Covered Person receives Hospice Service. The benefit will be the lesser of: (1) the Daily Maximum Benefit for Hospice Service set forth in the Policy Schedule; or (2) the Reasonable Charge incurred.

HOSPICE SERVICE MAXIMUM BENEFIT PERIOD: The Hospice Service Maximum Benefit Period is set forth in the Policy Schedule. The Hospice Service Maximum Benefit Period is the maximum period of time we will pay the Hospice Service benefit during a Covered Person's lifetime unless Hospice Service benefits are restored as provided for in the Restoration of Benefits provision. Each day you receive any Hospice Service will count as one full day toward the Hospice Service Maximum Benefit Period.

3. BED RESERVATION : We will pay a benefit to reserve a Covered Person's Nursing Home bed if a Covered Person requires temporary hospitalization and it is necessary to leave the Nursing Home during a Confinement for which benefits are being paid. The benefit will be equal to the Reasonable Charge the Covered Person incurs to reserve the bed, not to exceed the Daily Maximum Benefit for Nursing Home Care. We will pay this benefit for a maximum of 30 days per calendar year. Unused days cannot be carried over into the next calendar year.

4. RESPITE CARE: We will pay a benefit when Respite Care is provided. If Respite Care is delivered in a Nursing Home, we will pay the Daily Maximum Benefit for Nursing Home Care for each day a Covered Person is Confined in the Nursing Home. If Respite Care is delivered as Home Health Care, we will pay the lesser of: (1) the Daily Maximum Benefit for Home Health Care set forth in the Policy Schedule; or (2) the Reasonable Charge incurred. The Respite Care Benefit is limited to 30 days per calendar year. Unused days cannot be carried over into the next calendar year. **The Elimination Period does not apply to this benefit.**

ADDITIONAL BENEFITS (continued)

5. CAREGIVER TRAINING: If a Covered Person requires Long Term Care and would otherwise receive Long Term Care benefits under this Policy, we will pay the Reasonable Charge incurred for Caregiver Training, not to exceed a one time maximum of 5 times the Home Health Care Daily Maximum Benefit. The Elimination Period does not apply to this benefit. The Caregiver Training benefit will only be payable if the care provided will make it possible for the Covered Person to return to or remain at Home where the Covered Person can be cared for by an Informal Caregiver.

6. MEDIC ALERT: We will pay a benefit for the rental or lease of a Medic Alert System for a Covered Person's Home while the Covered Person is receiving Home Health Care benefits under this Policy. The benefit will be equal to the actual charge incurred for the Medic Alert System, not to exceed \$25 per month. We will pay this benefit as long as the Covered Person is receiving Home Health Care, during the Covered Person's lifetime. The benefit will only be paid for a Medic Alert System installed in a Covered Person's Home while this Policy is in force. We will not pay for any charges for normal telephone service while the Medic Alert System is installed or for a home security system. **The Elimination Period does not apply to this benefit.**

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Our payment of any benefit under this Policy is subject to the following: A) the Loss must be incurred after the Policy's Effective Date and while the Policy is in force; B) the Covered Person must satisfy the Elimination Period which is set forth in the Policy Schedule; and C) if the Covered Person is receiving Home Health Care, it must be provided in the Covered Person's Home by an Approved Health Care Practitioner who is not a member of the Covered Person's Immediate Family. Benefits are also subject to the Maximum Benefit Periods set forth in the Policy Schedule.

In addition, the Covered Person must satisfy one of the following requirements: 1) the Covered Person must be unable to perform, without the assistance of another person, two or more Activities of Daily Living (ADL's); or 1) the Covered Person must require continuous supervision and assistance due to a Cognitive Impairment. In order to qualify, the Covered Person's Physician must perform such tests as are in accordance with accepted standards of medical practice, and based on such tests, certify to the existence of a Cognitive Impairment or inability to perform two or more Activities of Daily Living. Benefits are not payable for any period of time, on a given day, during which Nursing Home Care or Home Health Care is not required.

RESTORATION OF BENEFITS

If a Covered Person has received Long Term Care Benefits under the Policy, but has recovered sufficiently to no longer require Long Term Care, we will restore that Covered Person's Long Term Care Maximum Benefit Period to its full original maximum, each time the following qualifications are met: 1) the Covered Person must not have received any Long Term Care for a period of 180 consecutive days; and 2) a Physician must certify that the Covered Person recovered sufficiently to no longer require any Long Term Care and that the Covered Person was not advised to obtain any Long Term Care. This provision applies separately to the Adult Day Care Maximum Benefit Period and the Hospice Service Maximum Benefit Period. However, if a Covered Person qualifies for restoration of the Long Term Care Maximum Benefit Period, the Adult Day Care / Hospice Service Maximum Benefit Period will also be restored to its full original maximum. There is no limit to the number of times the Long Term Care Maximum Benefit Period may be restored.

LIFETIME WAIVER OF PREMIUM FOR SURVIVOR

In the event of a Covered Person's death, subsequent to the fifth policy anniversary, the surviving spouse, if covered by this Policy, may continue the Policy in force as the Insured, for the rest of his or her life, and all subsequent premiums will be waived. If death occurs prior to the fifth policy anniversary, then this provision will not be operable and premiums will not be waived. Both you and your spouse must be covered by the Policy and the Policy must be in force for a minimum of five years before this benefit applies.

WAIVER OF PREMIUM BENEFIT

We will waive the payment of each premium coming due after benefits have been payable under this Policy for at least 90 continuous days and while the Covered Person continues to receive Long Term Care on a continuous basis (for Home Health Care, at least 5 days per week). The premium payment waived will be the premium based on your last mode of payment prior to the time your benefits commenced. The premium waived hereunder will be the premium applicable to all Covered Persons. Premium will be payable again on the premium due date next following the date the Covered Person no longer receives Long Term Care on a continuous basis.

PRE-EXISTING CONDITION LIMITATION

Losses due to Pre-Existing Conditions are covered immediately as any other Sickness provided they are disclosed in the application. Losses due to any conditions, Pre-Existing Conditions or otherwise, which are not disclosed in the application, will be handled in accordance with the Time Limit on Certain Defenses provision.

EXCLUSIONS

Benefits are not payable for Loss which is a result of: (1) Injury or Sickness for which a benefit is payable under any Worker's Compensation or Occupational Disease Law; (2) declared or undeclared war or act thereof; (3) mental, nervous or emotional disorders without demonstrable organic origin (**Note: Clinically diagnosed Alzheimer's Disease and other organic brain syndromes, and biologically based brain diseases/serious mental illness, including schizophrenia, paranoid and other psychotic disorders, bipolar disorders (mixed, manic and depressive); major depressive disorders (single episode or recurrent); and schizo-affective disorders (bipolar or depressive) are covered by this Policy**); (4) attempted suicide or intentionally self-inflicted injury; (5) alcoholism or drug addiction; and (6) the Covered Person's participation in a felony, riot or insurrection. In addition, this Policy does not pay benefits if the Covered Person would not be legally obligated to pay for the care or service in the absence of this insurance.

To the extent a benefit is available to you under Medicare (The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as Amended), coverage will not be duplicated under this Policy, unless to so coordinate with Medicare benefits would violate any applicable Federal or state law.

EXTENSION OF BENEFITS

Termination of coverage for any reason, including, but not limited to, failure to pay premiums when due, shall be without prejudice to any continuous claim for benefits for a Loss covered by this Policy, which began while this Policy was in force, subject to the Policy's Maximum Benefit Period provisions.

REPLACEMENT PROVISION

If this Policy immediately replaces another Long Term Care policy or certificate, we will waive the Pre-Existing Limitation for similar benefits to the extent that the Limitation has been satisfied under the replaced policy.

TERMINATION AND CONVERSION OF COVERAGE FOR COVERED SPOUSE

Coverage for a Covered Spouse will terminate on the earlier of: 1) the date the Policy terminates; 2) the end of the last Term for which premium is paid for the Covered Spouse; or 3) the day before the premium due date following the date of divorce, annulment, dissolution or legal separation (where recognized) from the Insured. If we accept any premium subsequent to these dates, insurance will continue until the end of the term for which premium was accepted. Any termination will be without prejudice to any continuing benefits payable under the Policy for a Loss which commenced prior to termination. If coverage for the Covered Spouse terminates as a result of one of the above circumstances, the Covered Spouse will have the right to: (1) make written request, within 31 days of such termination, that a new policy be issued naming the Covered Spouse as the Insured; and (2) have a new policy issued without requiring evidence of insurability. The new policy will be effective on the date of the written request subject to our receipt of the applicable premium. The new policy will be one which: (1) is then currently utilized by us; (2) contains benefit and renewability provisions at least as favorable as those contained in this policy. For purposes of the Time Limit on Certain Defenses Provision, the Effective Date of coverage under the new policy will be considered to be the same as that for this Policy.

GENERAL PROVISIONS

ENTIRE CONTRACT: This Policy, along with the application and any attached papers, constitutes the entire contract between you and us. No change is valid until: (1) approved by one of our executive officers; and (2) endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: This Policy is issued based on the information contained in the application. Any inaccuracies, misstatements or omissions in your application may cause this Policy to be rescinded or a claim for a Loss incurred denied as follows:

- During the first six months following the Effective Date of coverage, we may deny a claim for a Loss incurred which is due to a Pre-Existing Condition that was not disclosed in the application.
- During the first two years following the Effective Date of coverage, we may rescind this Policy if it is determined that your application contains inaccuracies, misstatements or omissions, relating to Pre-Existing Conditions or otherwise, which were material with respect to our decision to issue this Policy.

After this Policy has been in effect for two years, only fraudulent misstatements or omissions in the application may be used as grounds to rescind this Policy.

GENERAL PROVISIONS (continued)

GRACE PERIOD: A grace period of 31 days is granted for the payment of each premium due after the first premium, during which time the Policy continues in force. When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

THIRD PARTY LAPSE DESIGNEE: Unless you decline to do so in your application, you named a third party as your authorized designee to be notified when the lapse of your Policy is imminent. It is our responsibility to notify you and this designee prior to cancelling your Policy due to lack of premium payment. This notification will be given at least 30 days before the effective date of the lapse. Notice shall be given by first class United States mail, postage prepaid, and shall be deemed to have been given as of 5 days after the date of mailing. Notice will not be given until 30 days after a premium is due and unpaid. You may change your designee at any time by giving us written notice.

REINSTATEMENT: If the Renewal Premium is not paid before the Grace Period ends, this Policy will lapse. Later acceptance of the premium by us, or by our agent authorized to accept payment, without requiring an application for reinstatement, will reinstate the Policy. If we require a reinstatement application, you will be issued a conditional receipt for the premium. If we approve your reinstatement application, the Policy will be reinstated as of the date of our approval. If we disapprove your application, we must do so in writing within 30 days of the conditional receipt. Otherwise, your Policy will be reinstated 30 days after the date of the conditional receipt. The reinstated Policy will cover only Loss resulting from accidental Injury or Sickness as may occur after the date of reinstatement. In all other respects, both your rights and our rights under the Policy will be the same as before termination subject to any provisions endorsed hereon or attached in connection with the reinstatement. Any premiums we accept for a reinstatement will be applied to a period for which premiums have not been paid. No premium will be applied to any period more than 60 days before the date of reinstatement.

EXTENDED REINSTATEMENT: Within 6 months after the Policy lapses for nonpayment of the Renewal Premium, you or any authorized person acting on your behalf, may request reinstatement of the Policy if you were diagnosed as having a Cognitive Impairment at the time the Policy lapsed. We may request that a Physician certify that diagnosis of Cognitive Impairment was established at the time the Policy lapsed. Upon receipt of such certification, the Policy will be reinstated without evidence of insurability. The reinstated Policy will cover Loss which occurred from the date the Policy lapsed at the same level of benefits provided prior to reinstatement. Premium must be paid from the date of the last premium payment prior to reinstatement. Payment must be made to us within 15 days from the date it is requested by us.

NOTICE OF CLAIM: We must receive written notice of claim within six months of the date of Loss; if not, as soon as reasonably possible. Notice to the Home Office or authorized agent is acceptable. Notice should include name and policy number.

CLAIM FORMS: We will furnish forms to prove Loss. We will do so upon our receipt of notice of claim. If forms are not furnished within 15 days, you will be considered to have complied if, within the time for filing proof, you give us written proof specifically describing the Loss.

PROOF OF LOSS: You must give us written proof of Loss within six months of the Loss occurring. If you have a good reason for not doing so, we will not contest the claim. However, you must give us proof no later than 1 year from the time normally required unless you are legally incapable of doing so.

TIME OF PAYMENT OF CLAIMS: Benefits payable under this Policy for any Loss, other than Loss for which periodic payment is provided, will be paid immediately upon receipt of written proof of Loss. Subject to written proof of Loss, all accrued benefits for Loss for which periodic payment is provided will be paid monthly. Any balance remaining unpaid at the end of our liability will be paid upon receipt of written proof.

PAYMENT OF CLAIMS: All benefits will be payable to you, unless you request payment to a third party. Any accrued benefits unpaid at your death will be paid to your Beneficiary.

PHYSICAL EXAMINATION: At our expense, we shall have the right and opportunity to examine you or your Covered Spouse, if applicable, when and as often as we may reasonably require while a claim is pending or after notice of claim is given.

LEGAL ACTIONS: No legal or equitable action may be brought to recover on this Policy sooner than 60 days after written Proof of Loss has been furnished to us. No action may be brought after 3 years from the time written proof of Loss is required to be given.

GENERAL PROVISIONS (continued)

BENEFICIARY: The Beneficiary of any benefit or return of premium subsequent to your death is that person named in the application. If no Beneficiary is named, payments will be made to your estate. You may change your Beneficiary at any time. To do so, a written request on a form satisfactory to us must be made to our Home Office. When we record the change, it will take effect as of the date you signed it. The change will not apply to any payment made by us before the request was recorded.

MISSTATEMENT OF AGE: If your age has been misstated, all amounts payable shall be such as the premium paid would have purchased at the correct age.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy, which on its Effective Date conflicts with the statutes of your state is hereby amended to conform to its minimum requirements.


UNPAID PREMIUM: Any premium which is due and unpaid may be deducted from a claim payment.

MEDICAL ASSISTANCE ACT: Benefits will not be reduced or denied because such benefits are covered by the Medical Assistance Act of 1967, as amended. Benefits will be paid to the Texas Department of Human Resources for the actual cost of expenses it pays through medical assistance for the person insured by this Policy, if the insured would otherwise be entitled to payment of benefits for such expenses. Benefits so paid will on no event exceed benefits otherwise payable under the Policy. Any benefits payable for expenses not paid by such department will be paid as provided by the Policy.

IN WITNESS WHEREOF, we have caused this Policy to be signed by our President and Secretary.



Susan T. Mankowski
Secretary



John A. Powell
President

Countersignature of Licensed Resident Agent:

_____ (If required by State)

LONG TERM CARE INSURANCE POLICY

CONSECO SENIOR HEALTH INSURANCE COMPANY

Home Office: Bensalem, PA

Administrative Office: 11825 N. Pennsylvania St.

Carmel, IN 46032 • Telephone: 1-800-441-3978

ALTERNATIVE PLAN OF CARE RIDER

This Rider is Subject to all the terms, provisions, definitions and exclusions of the Policy, except as stated in this Rider. This Rider is a part of the Policy to which it is attached.

EFFECTIVE DATE - RENEWABILITY - TERM

This Rider takes effect at the same time and will continue for the same term as the Policy unless a different Rider Effective Date or Rider Term is indicated below. This Rider is renewable at the same time and under the same terms as the Policy. This Rider will terminate on the date the Policy terminates.

ALTERNATIVE PLAN OF CARE

If you would otherwise qualify for benefits, we will consider paying for the cost of services you require under a written alternative plan of care. Such alternative care must be a medically acceptable alternative to Long Term Care or Home Health Care.

The alternative plan of care must be initiated by you. It must be developed and written by your physician and consistent with generally accepted medical practices. Those parts which are mutually agreeable to you, your physician and us will be adopted.

Alternative care may include but not be limited to: (1) special treatments; (2) different sites of care; or (3) modifications to your residence to accommodate your needs. Suggested services and benefit levels may be different from, or not otherwise covered by, the policy. If so, they will be paid at the levels specified in the alternative plan of care.

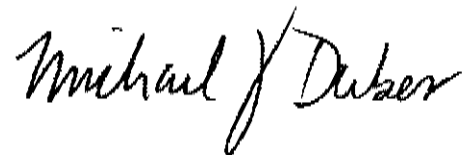
Agreement to participate in an alternative plan of care will not waive any of your rights or our rights under the Policy. However, the total of all benefits paid under this Rider will be an offset to those otherwise payable under the Policy to the extent that is agreed to by you and us in the written alternative plan of care.

This area will be left blank unless Rider Effective Date differs from Policy Effective Date.

A Part of Policy Number _____ Insured _____

Rider Effective Date _____ Rider Term _____

In witness Whereof, we have caused this Rider to be signed by our President.



President

CONSECO SENIOR HEALTH INSURANCE COMPANY

Home Office: Bensalem, PA

Administrative Office: 11825 N. Pennsylvania St.

Carmel, IN 46032 • Telephone: 1-800-441-3978

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may call Consecos Senior Health Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-441-3978

3. You may also write to Consecos Senior Health Insurance Company at:

Bensalem, Pennsylvania
Administrative Office:
11825 North Pennsylvania Street
Carmel, Indiana 46032-4555

4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

5. You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104

FAX # (512) 475-1771

6. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Consecos Senior Health Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

7. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

1. AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

2. Usted puede llamar al numero de telefono gratis de Consecos Senior Health Insurance Company's para informacion o para someter una queja al:

1-800-441-3978

3. Usted tambien puede escribir a Consecos Senior Health Insurance Company:

P.O. Box 1900
Carmel, IN 46082-1900

4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

5. Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104

FAX # (512) 475-1771

6. DISPUTA SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Consecos Senior Health Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento.

7. UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association ("Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders or insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law is found in the Texas Insurance Code, Article 21.28-D.)

BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDERS PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.

Eligibility for Protection by the Association

When an insurance company which is a member of the Association is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- **residents of Texas** at the time that their insurance company is impaired
- **residents of other states, ONLY** if the following conditions are met:
 - 1) The policyholder has a policy with a company based in Texas;
 - 2) The company has never held a license in the policyholder's states of residence;
 - 3) The policyholder's state of residence has a similar guaranty association; and
 - 4) The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- up to a total of \$200,000 for one or more policies for each individual covered.

Life Insurance:

- net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- death benefits up to a total of \$300,000 under one or more policies on any one life.

Individual Annuities:

- net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contractholder.

Group Annuities:

- net cash surrender amount up to \$100,000 in allocated benefits under one or more policies owned by one contractholder; or
- net cash surrender amount up to \$5,000,000 in unallocated benefits under one contractholder regardless of the number of contracts.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.

When you are selecting an insurance company, you should not rely on coverage by the Association.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
301 Congress, Suite 500
Austin, Texas 78701
800-982-6362

Texas Department of Insurance
P. O. Box 149104
Austin, Texas 78714-9104
800-252-3439

CONSECO SENIOR HEALTH INSURANCE COMPANY

Home Office: Bensalem, PA

Administrative Office: 11825 N. Pennsylvania St.

Carmel, IN 46032 • Telephone: 1-800-441-3978

ASSISTED LIVING FACILITY RIDER

(Herein referred to as "the Rider")

This Rider is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Rider. This Rider is a part of the Policy to which it is attached. That Policy is called "the Policy" in this Rider.

EFFECTIVE DATE - TERM

This Rider takes effect at the same time and will continue for the same term as the Policy unless a different Rider Effective Date or Rider Term is indicated below.

RENEWABILITY - TERMINATION

This Rider is renewable at the same time and under the same terms as the Policy. This Rider will terminate on the date the Policy terminates.

ASSISTED LIVING FACILITY BENEFIT

We will pay a benefit for each day you or your Covered Spouse are Confined in an Assisted Living Facility. The amount we pay will be the lesser of: (1) the Reasonable Charges incurred for daily room and board; or (2) the daily benefit amount for Nursing Home Confinement as provided by the Policy to which the Rider is attached. We will pay this benefit in any combination with the Policy's Long Term Care Benefit until the Maximum Benefit Period as shown in the Policy Schedule has been reached. Benefits are not payable for expenses incurred with respect to incidental items such as cable television, barber or beauty shop, snacks or other convenience items.

The Maximum Benefit Period, as defined in the Policy, will be applied to the Assisted Living Facility Benefit and the Policy's Long Term Care Benefit on a combined basis. For example, Assisted Living Facility benefits and Long Term Care Benefits may be used in any combination of time periods to reach the Maximum Benefit Period as indicated on the Policy Schedule. Each day you receive an Assisted Living Facility benefit or Long Term Care Benefit will count as one full day toward your Maximum Benefit Period. The Assisted Living Facility benefit will not be paid for any day you receive a Long Term Care Benefit.

The Policy's Restoration of Benefits and Waiver of Premium Benefit provisions apply to this Rider in the same manner as they are applied to the Policy's Long Term Care Benefit.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Our payment of any benefit under this Rider is subject to the following: (1) your loss must be incurred after the Rider's Effective Date and while it is in force; (2) the Elimination Period which is set forth in the Policy Schedule; and (3) the Maximum Benefit Period set forth in the Policy Schedule. In addition, you must satisfy one of the following requirements: (1) you must be unable to perform, without the hands-on assistance of another person, two or more Activities of Daily Living (ADL's); or (2) you must require continuous supervision or assistance due to a Cognitive Impairment. In order to qualify, your Physician must perform such tests as are in accordance with accepted standards of medical practice, and based on such tests, certify to the existence of your Cognitive Impairment or inability to perform two or more Activities of Daily Living. Benefits are not payable for any period of time during which you are not confined in an Assisted Living Facility as a result of Cognitive Impairment or the inability to perform two or more Activities of Daily Living. Benefits are not payable for any period of time during which your status at any Assisted Living Facility is considered that of an independent resident.

DEFINITIONS

"ACTIVITIES OF DAILY LIVING (ADL's)" are: **bathing** (washing oneself in either a tub or shower, or by sponge bath; including the task of getting into and out of the tub or shower); **dressing** (putting on and taking off all necessary and appropriate items of clothing and/or any necessary braces or artificial limbs); **toileting** (getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene); **transferring** (moving in and out of a bed, chair or wheelchair); **mobility** (walking or wheeling on a level surface from one room to another); **eating** (the ability to get nourishment into the body once it has been prepared and made available to you); and **continence** (the ability to voluntarily maintain control of bowel and/or bladder function or the ability to maintain a reasonable level of personal hygiene).

"ASSISTED LIVING FACILITY" means a facility that: (1) is engaged primarily in providing ongoing care and related services to at least ten inpatients in one location; (2) provides 24 hour per day care and service sufficient to support needs resulting from the inability to perform Activities of Daily Living or Cognitive Impairment; (3) has an awake, trained and ready to respond employee on duty at all times to provide such care; (4) provides three meals a day and accommodates special dietary needs; (5) is licensed by the appropriate licensing agency in the state to provide such care; (6) has formal arrangements for the services of a Physician or Professional Nurse to furnish medical care in case of emergency; and, (7) has appropriate methods and procedures for handling and administering drugs. An Assisted Living Facility may be known by another name such as Adult Congregate Living Facility, Residential Care Facility or Personal Care Facility but must otherwise meet the terms of this definition. An Assisted Living Facility does not mean an individual residence or independent living unit or apartment. If the facility has multiple licenses and/or multiple purposes, only the section, wing, ward or unit that specifically qualifies as an Assisted Living Facility will qualify.

"COGNITIVE IMPAIRMENT" means a deficiency in the ability to think, perceive, reason and/or remember that results in the inability to take care of oneself without the ongoing supervision or assistance of another person. Cognitive Impairment is evaluated and measured through clinical evidence and standardized tests. Cognitive Impairment is indicated by measurable deficits in memory, orientation or reasoning, such as those caused by Alzheimer's Disease or similar forms of senility or irreversible dementia.

"CONFINED OR CONFINEMENT" means, for purposes of this Rider, assigned to a bed and physically within an Assisted Living Facility while coverage is in force.

"LONG TERM CARE BENEFIT" means the amount of the daily benefit for: (1) Home Health Care and Nursing Home Care; (2) Long Term Care; (3) Nursing Home Care; or (4) Nursing Facility Care as is applicable based on the definitions as stated in the Policy to which this Rider is attached. (Refer to the Policy Schedule).

"NURSING HOME CONFINEMENT" means: Confinement in a Nursing Home, Long Term Care Facility or Nursing Care Facility as is applicable based on the definitions as stated in by the Policy to which this Rider is attached. (Refer to Policy Definitions).

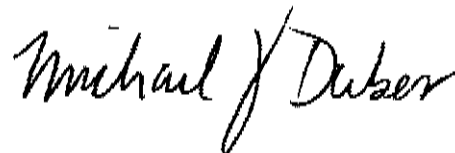
"REASONABLE CHARGE" means, with respect to Assisted Living Facilities, a charge which does not exceed the regular and customary charges for, or the fair and reasonable value of, the room and board expense a Covered Person is charged. The Reasonable Charge will be determined by comparing the expense incurred with similar charges made in the locality of the Assisted Living Facility.

This area will be left blank unless Rider Effective Date differs from Policy Effective Date

A Part of Policy Number _____ **Insured** _____

Rider Effective Date _____ **Rider Term** _____

In Witness Whereof, we have caused this Rider to be signed by our President.



President

CONSECO SENIOR HEALTH INSURANCE COMPANY

Home Office: Bensalem, PA

Administrative Office: 11825 N. Pennsylvania St.

Carmel, IN 46032 • Telephone: 1-800-441-3978

AMENDATORY RIDER

This Rider is a part of the Policy to which it is attached.

The provision in the Policy entitled "Limitations or Conditions on Eligibility for Benefits" is hereby deleted and replaced by the following:

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Our payment of any benefit under this Policy is subject to the following: A) the Loss must be incurred after the Policy's Effective Date and while the Policy is in force; B) the Covered Person must satisfy the Elimination Period which is set forth in the Policy Schedule; and C) if the Covered Person is receiving Home Health Care, it must be provided in the Covered Person's Home by an Approved Home Health Care Practitioner who is not a member of the Covered Persons' Immediate Family. Benefits are also subject to the Maximum Benefit Periods set forth in the Policy schedule.

In addition, the Covered Person must satisfy one of the following with regard to Nursing Home Care: 1) the Nursing Home Care must be certified as Medically Necessary by a Physician; or 2) the Covered Person must be unable to perform, without the assistance of another person, two or more Activities of Daily Living (ADL's); or 3) the Covered Person must require continuous supervision and assistance due to a Cognitive Impairment. With regard to Home Health Care, the Covered Person must satisfy the requirements of 2) or 3) above. In order, to qualify under 2) or 3) above, the Covered Person's Physician must perform such tests as are in accordance with accepted standards of medical practice, and, based on such tests, certify to the existence of a Cognitive Impairment or the inability to perform two or more Activities of Daily Living. Benefits are not payable for any given time, on a given day, during which Nursing Home Care or Home Health Care is not required.

In addition, the following definition is hereby added to the section of the Policy called "Definitions":

"MEDICALLY NECESSARY" means necessary as determined by and in accordance with existing standards of medical practice for the Injury or Sickness that resulted in Long Term Care. Medically Necessary care is such that it could not be omitted without adversely affecting the Covered Person's medical condition.

In all other respects, this Policy shall remain as is.

EFFECTIVE DATE - RENEWABILITY - TERM

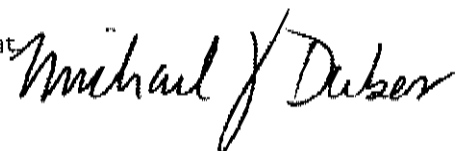
This Rider takes effect at the same time and will continue for the same term as the Policy unless a different Rider Effective Date or Rider Term Date is indicated below. This Rider is renewable at the same time and under the same terms as the Policy. This Rider will terminate on the day the Policy terminates.

This area will be left blank unless Rider Effective Date differs from Policy Effective Date.

A Part of Policy Number _____ **Insured** _____

Rider Effective Date _____ **Rider Term Date** _____

In Witness whereof, we have caused this Rider to be signed by our President



President

AMERICAN TRAVELLERS LIFE INSURANCE COMPANY

Bensalem, Pennsylvania

Administrative Office: 11815 North Pennsylvania Street, Carmel Indiana 46032-4555

POLICY AMENDMENT RIDER

(Herein referred to as "the Rider")

This Rider is subject to all terms, provisions, definitions and exclusions of the Policy, except as stated in this Rider. This Rider is a part of the Policy to which it is attached. That Policy is called "the Policy" in this Rider.

EFFECTIVE-TERM

This Rider takes effect at the same time and will continue for the same term as the Policy.

RENEWABILITY-TERMINATION

This Rider is renewable at the same time and under the same terms as the Policy. This Rider will terminate on the date the Policy terminates.

The following statements are hereby added to the first page of the Policy:

THIS POLICY IS NOT INTENDED TO BE A QUALIFIED LONG TERM CARE INSURANCE CONTRACT. THIS LONG TERM CARE INSURANCE POLICY DOES NOT QUALIFY THE INSURED FOR THE FAVORABLE TAX TREATMENT CONTAINED IN INTERNAL REVENUE CODE 7702B(b).

THIS IS NOT A MEDICARE SUPPLEMENT COVERAGE. If you are eligible for Medicare, review the "Guide to Health Insurance for People with Medicare" available from ATL Life Insurance Company.

CANCELLATION AFTER THIRTY DAYS

You may cancel this Policy after the first thirty days following the date you received it by giving written notice of such cancellation. Upon receipt of your cancellation request, we will promptly refund any unearned premium due you. If you decide to cancel this Policy, we will not prejudice any continuing benefits payable under the Policy prior to the cancellation of the Policy.

The following **DEFINITIONS** are hereby added or amend and replace existing Policy Definitions:

The Definition of "**ACTIVITIES OF DAILY LIVING**" is hereby deleted and replaced with the following:

"ACTIVITIES OF DAILY LIVING" are **bathing** (washing oneself by sponge bath or in either a tub or shower, including the task of getting in either 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 a catheter or colostomy bag); **dressing** (putting on and taking off all items of clothing and necessary braces, fasteners or artificial limbs); **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); **toileting** (getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene); and **transferring** (sufficient mobility to move into or out of a bed, chair, or wheelchair or to move from place to place, either via walking, a wheelchair or other means).

The Definition of **"HOME HEALTH CARE"** is hereby deleted and replaced with the following:

"HOME HEALTH CARE SERVICES" means medical or nonmedical services provided to ill, disabled or infirm persons in their Home. Such services may include homemaker services, assistance with Activities of Daily Living, Respite Care services, case management services and Maintenance or Personal Care Services.

The Definition of **"COGNITIVE IMPAIRMENT"** and all references in the Policy to **"COGNITIVE IMPAIRMENT"** are hereby deleted and replaced with the following:

"IMPAIRMENT OF COGNITIVE ABILITY" means the deterioration or loss in intellectual capacity requiring substantial supervision for protection of self and others, as established by the clinical diagnosis of any licensed practitioner in this state authorized to make such a diagnosis. Such diagnosis may include the patient's history and physical, neurological or psychological and/or other psychiatric evaluations or laboratory findings.

The Definition of **"PERSONAL CARE"** is hereby deleted and replaced with the following:

"MAINTENANCE OR PERSONAL CARE SERVICES" means any care the primary purpose of which is the provision of needed assistance with Activities of Daily Living including the protection from threats to health and safety due to Impairment of Cognitive Ability.

"MEDICALLY NECESSARY" means necessary as determined by and in accordance with existing standards of medical practice for the Injury or Sickness that resulted in Long Term Care. Medically Necessary care is such that it could not be omitted without adversely affecting the Covered Person's medical condition.

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

The definition of **"MENTAL OR NERVOUS DISORDER"** is hereby deleted and replaced by the following:

"MENTAL OR NERVOUS DISORDER" means a neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind.

The Definition of **"NURSING HOME"** is hereby deleted and replaced by the following:

"NURSING HOME" means 1) such facility that is operated pursuant to law; 2) is primarily engaged in providing, in addition to room and board accommodations, Nursing Home Care under the supervision of a duly licensed Physician; 3) provides continuous 24-hour-a-day nursing services by or under the supervision of a registered graduate professional nurse (R.N.); and, 4) maintains a daily record of each patient. NURSING HOME is not 1) a home or facility or any part thereof used primarily for rest; 2) a home or facility for the aged, or care of drug addicts or alcoholics, or a home or facility primarily used for the care and treatment of Mental or Nervous Disorders or custodial or educational care.

The Definition of **"PRE-EXISTING CONDITION"** is hereby deleted and replaced with the following:

"PRE-EXISTING CONDITION" means a condition for which medical advice was given, or treatment was recommended by or received from a Physician within six months before the Effective Date of Coverage.

The **"LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS"** provision is hereby deleted and replaced with the following:

Our payment of any benefit under this Policy is subject to the following: A) the Loss must be incurred after the Policy's Effective Date and while the Policy is in force; B) the Covered Person must satisfy the Elimination Period which is set forth in the Policy Schedule; and, C) if the Covered Person is receiving Home Health Care Services, they must be provided in the Covered Person's Home by an Approved Home Health Care Practitioner who is not a member of the Covered Person's Immediate Family. Benefits are also subject to the Maximum Benefit Periods set forth in the Policy Schedule.

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS (continued)

In addition, the Covered Person must satisfy one of the following requirements with regard to Nursing Home Care: 1) the Nursing Home Care must be certified as Medically Necessary by a Physician; or 2) the Covered Person must be unable to perform, without substantial assistance from another person, two or more Activities of Daily Living (ADL's); or, 3) the Covered Person must require continuous supervision and assistance due to an Impairment of Cognitive Ability. With regard to Home Health Care Services, the Covered Person must satisfy the requirements of 2) or 3) above. In order to qualify under 2) or 3) above, the Covered Person's Physician must perform such tests which are in accordance with accepted standards of medical practice and, based on such tests, certify to the existence of an Impairment in Cognitive Ability or the inability to perform two or more Activities of Daily Living. Benefits are not payable for any period of time on a given day during which Nursing Home Care or Home Health Care Services are not required.

The **"EXTENDED REINSTATEMENT"** provision is deleted and replaced by the following:

Within 6 months after the Policy lapses for nonpayment of the Renewal Premium, you or any authorized person acting on your behalf, may request reinstatement of the Policy if you were diagnosed as having an Impairment of Cognitive Ability or a loss of functional capacity at the time the Policy lapsed. We may request that a Physician certify that the diagnosis of Impairment of Cognitive Ability or loss of functional capacity was established at the time the Policy lapsed. Upon receipt of such certification, the Policy will be reinstated without evidence of insurability. The reinstated Policy will cover Loss which occurred from the date the Policy lapsed at the same level of benefits provided prior to reinstatement. Premium must be paid from the date of the last premium payment prior to reinstatement. Payment must be made within 15 days from the date requested by us.

The following provision is hereby added to the Policy:

DENIAL OF CLAIMS

If a claim is denied, we shall make all information relevant to that denial available to you within 60 days of the date we received a written request from you, unless such disclosure is specifically prohibited under state or federal law.

The **"TIME LIMITS ON CERTAIN DEFENSES"** provision is hereby deleted and replaced with the following:

This Policy is issued based on the information contained in the application. Any misrepresentation or intent to deceive in your application may cause this Policy to be rescinded or a claim for a Loss denied as follows:

- a) During the first six months following the Effective Date of Coverage, we may deny a claim for a Loss incurred which is due to a Pre-Existing Condition that was not disclosed on the application;
- b) During the first two years following the Effective Date of Coverage, we may rescind this Policy or deny an otherwise valid claim if it is determined that your application contains any misrepresentation or intent to deceive.
- c) After this Policy has been in effect for two years, only fraudulent misstatements or omissions in the application may be used as grounds to rescind this Policy.

In all other respects the Policy shall remain the same.

In witness whereof, we have caused this Rider to be signed by our President:



President

CONSECO SENIOR HEALTH INSURANCE COMPANY

Home Office: Bensalem, PA

Administrative Office: 11825 N. Pennsylvania St.

Carmel, IN 46032 • Telephone: 1-800-441-3978

IMPORTANT INFORMATION**UNDERSTANDING YOUR "ALTERNATIVE PLAN OF CARE" BENEFIT
(Rider form series ATL-APC)**

Your Alternative Plan of Care benefit is an important policy benefit that can provide you with the resources you need to pay for types of care other than nursing home confinement. Alternative Care could include home health care, adult day care, respite care, hospice services, different sites of care, and modifications to your residence to accommodate your mobility needs.

However, it is important that you understand the following **requirements** regarding the Alternative Plan of Care benefit:

1.) The Alternative Plan of Care must be initiated by you, written by your Physician and submitted to us for pre-approval **prior to your receipt of any form of Alternative Care.**

2.) **We will not pay benefits for any type of Alternative Care unless we are first reasonably satisfied that you would otherwise require nursing home confinement.** To help us in this determination we generally employ a **Case Management Agency**. A Case Management Agency is an entity qualified to perform an independent assessment to determine whether your inability to perform Activities of Daily Living, or Cognitive Impairment, is such that nursing home confinement would be warranted, based on existing standards of medical practice, in the absence of the Alternative Care. For example, we will not agree to Alternative Care benefits if you require such care for only a few hours per day or if the level of care you require is such that an ordinarily prudent person would not consider nursing home confinement a viable or realistic option.

3.) In addition, we must agree to the type of care and the amount of benefit we will pay. Typically, **the amount of payable will be less under the Alternate Plan of Care** than the policy benefit for nursing home confinement.

4.) All Alternate Care benefits will be paid pursuant to a written agreement which will describe the type of care, the amount of benefits, the time period for which benefits will be payable and the extent to which the benefits will offset those otherwise payable under your policy

It is important to note that **you have not been charged any additional premium for this benefit. It is for this reason that the Alternate Plan of Care benefit is intended to be paid only if we would have otherwise paid the nursing home benefit under the policy**

The foregoing requirements are more restrictive than if you were to purchase specific coverage to provide, for example, home health care benefits. Under specific home health care coverage you do not have to first demonstrate the need for nursing home care in order to receive home health care benefits. If you prefer this more liberal coverage for home health care please contact your agent or our Administrative Office for further information.

Administrative Office: 11815 North Pennsylvania Street, Carmel, Indiana 46032-4555

AMERICAN TRAVELLERS LIFE INSURANCE COMPANY
Bensalem, Pennsylvania 19020

HOMEMAKER SERVICE RIDER
(Herein called the "Rider")

This Rider is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Rider. This Rider is a part of the Policy to which it is attached. That Policy is called the "Policy" in this Rider.

CONSIDERATION - EFFECTIVE DATE - TERM

There is no additional premium charged for this Rider. This Rider takes effect at the same time and will continue for the same term as the Policy unless a different Rider Effective Date is indicated below.

RENEWABILITY - TERMINATION

This Rider is renewable at the same time and under the same terms as the Policy. Any renewal of this Rider requires payment of the Policy Premium. This Rider will terminate on the date the Policy terminates.

HOMEMAKER SERVICE BENEFITS

HOMEMAKER SERVICE: We will pay a benefit when it is necessary that a Covered Person receive Homemaker Services while receiving covered Home Health Care under the Policy. The benefit for Homemaker Services will be equal to the Reasonable Charge Incurred for the services provided subject to the following limit: The benefit for Homemaker Services and the benefit for Home Health Care under the Policy will be subject, on a combined basis, to both the Daily Maximum Benefit and the Maximum Benefit Period that is set forth in the Policy Schedule for Home Health Care.

CARE PLUS ADVANTAGE: This feature of your Policy provides you with the knowledge, training and experience of a "Care Plus Consultant" who will meet with you to assess your individual needs and develop a Plan of Care to meet those needs. A Care Plus Consultant must develop a Plan of Care prior to our payment of any Homemaker Service benefits under the Rider. The cost of the Care Plus Advantage service will not in any way, limit or reduce the Daily Maximum Benefits available for covered care or service.

The Care Plus Consultant will work primarily with you but may also consult with your Physician and family. After the Plan of Care is approved by us and accepted by you, your Care Plus Consultant will assist you in obtaining the services outlined by the Plan of Care. The Care Plus Consultant will continue to assist you by monitoring and evaluating your progress as well as the quality of the care or service you are receiving.

In addition, your Care Plus Consultant may suggest changes in your Plan of Care on an ongoing basis to ensure that you are receiving the correct type and amount of care or service. Any changes in your Plan of Care must be accepted by you and approved by us. "Care Plus Advantage" has the following important benefits:

1. Your Care Plus Consultant can explain your Plan of Care to your various care providers to help ensure that care or service is delivered efficiently and in a timely manner;
2. Your Care Plus Consultant can ensure that you receive the appropriate type and amount of care or service;
3. Your Care Plus Consultant can help you select the care providers best qualified to deliver the care or service you need; and,
4. Your Care Plus Consultant may approve care or service on any given day which exceeds the Daily Maximum Benefit amount payable for that day. In such case, we will pay for such care or service under an Approved Plan of Care provided that the total expense incurred in any one calendar week does not exceed seven times the Daily Maximum Benefit.

ADDITIONAL LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

If you request benefits for Homemaker Services, they are payable only for services received pursuant to a Plan of Care. The Plan of Care will apply to both the Homemaker Service Benefit provided for under this Rider and the Home Health Care Benefit provided for under the Policy. The Plan of Care must be approved by us and accepted by you. You must notify us prior to initiating any care or services, unless you are unable to do so. In no event, however, will any benefits be paid under this Rider for care or service received more than seven days prior to our approval of your Plan of Care. If you do not accept the Plan of Care developed by the Care Plus Consultant, no benefits will be payable pursuant to this Rider, and only those benefits for care or services provided for in the Policy will be payable.

The Plan of Care will be based on: 1) the Covered Person's inability to perform Activities of Daily Living (ADL's) in accordance with the Policy's provisions; or, 2) the Covered Person's Cognitive Impairment as defined in the Policy. In order to qualify under 1) or 2) above, the Covered Person's Care Plus Consultant must perform such tests as are in accordance with accepted standards of medical practice, and based on such tests, determine that a Cognitive Impairment exists as defined in the Policy, or that the Covered Person is unable to perform Activities of Daily Living. Homemaker Service Benefits are not payable for any period of time, on a given day, during which Home Health Care is not required as determined by your Care Plus Consultant.

ADDITIONAL DEFINITIONS

"COVERED PERSON" or "you" means the Insured or Covered Spouse named in the Policy Schedule.

"CARE PLUS CONSULTANT" means a registered nurse (R.N.) or licensed social worker or other medical professional employed by or under contract to a Care Coordination Organization, or otherwise designated by us, who is qualified by training and experience to assess and coordinate your overall medical, personal and social services needs.

"CARE COORDINATION ORGANIZATION" means an organization designated by us which is appropriately licensed and legally authorized to engage in providing care coordination services. Such services may include: (1) coordination of the elements of your Plan of Care; (2) referrals to the appropriate medical or social services personnel or agency; (3) monitoring of such services with respect to quality and utilization; and (4) the monitoring and assessing of your status and needs.

"HOME" for purposes of this Rider means the place where a Covered Person maintains independent residence. Home does not mean a nursing facility, hospital or other institutional setting or the residence of the person providing the Homemaker Service or Home Health Care.

"HOMEMAKER" means anyone not living at your Home who is reasonably qualified to provide Homemaker Services.

"HOMEMAKER SERVICES" means services provided by a Homemaker in your Home including: (1) Cooking, which means assistance with nutrition and preparing meals; (2) Shopping, which means shopping for groceries and household supplies including prescription drug pick-up; and (3) Assistance with correspondence and use of the telephone, laundering clothes, housekeeping tasks inside your Home and bill paying. Homemaker Services do not include any service not described above such as any type of home construction, renovations or home maintenance (such as painting, etc.), lawn care, snow removal or maintenance of a vehicle.

"PLAN OF CARE" means a written plan of coordinated professional and personal services developed by a Care Plus Consultant which is approved by us and accepted by you.

This area will be left blank unless Rider Effective Date differs from Policy Effective Date.


A Part of Policy Number

Insured

Rider Effective Date

Rider Term

In Witness Whereof, we have caused this Rider to be signed by our President.


John A. Powell
President

**SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA
BENSALEM, PENNSYLVANIA**

Administrative Office: 1289 City Center Dr.
Carmel, Indiana 46032
1-877-450-5824

COMPANY NAME CHANGE ENDORSEMENT

The name of the insurance company that issued your policy or certificate is changed from Conseco Senior Health Insurance Company to Senior Health Insurance Company of Pennsylvania. It is the same as if it had been issued originally under the name of Senior Health Insurance Company of Pennsylvania.

All other terms of your policy or certificate remain unchanged.

This endorsement becomes a part of your policy or certificate and should be attached thereto.

IMPORTANT

All inquiries should be directed to Senior Health Insurance Company of Pennsylvania;
1289 City Center Dr., Carmel, Indiana 46032



**Executive Vice President/
Chief Operating Officer**

EXHIBIT A-2

[REDACTED] F [REDACTED]
[REDACTED]

**THIS IS YOUR POLICY WITH
SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA
IF YOU HAVE A CLAIM OR QUESTIONS CALL OUR
CUSTOMER SERVICE DEPARTMENT TOLL FREE AT
1-877-451-5824**

**WE ARE PROUD TO HAVE YOU AS A POLICYHOLDER AND LOOK
FORWARD TO PROVIDING YOU WITH THE BEST POSSIBLE
SERVICE!**

TRANSPORT LIFE INSURANCE COMPANY

(We, Us, Our)

714 Main Street
Fort Worth, Texas 76102

LONG TERM CARE INSURANCE POLICY

NOTICE TO BUYER: This Policy may not cover all of the costs you incur associated with long term care during the period of coverage. You are advised to review all Policy limitations carefully.

RENEWAL CONDITIONS - GUARANTEED RENEWABLE FOR LIFE

This Policy is guaranteed renewable for life if you pay the premium when due or within the Grace Period. If you pay the premium on time, we cannot cancel the Policy or place any restrictions on it. We may change the premium rates for this Policy. If we do change such premiums, we will do so only if we change the premiums for all policies which have the same form number as this Policy and which were issued in the same class and in the same state as this Policy.

IMPORTANT NOTICE! PLEASE READ!

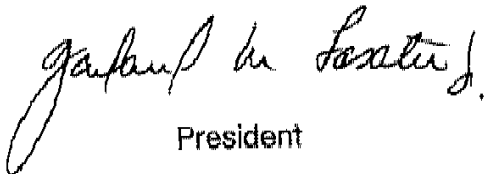
This Policy was issued based on your responses to the questions on your Application. A copy of your Application is attached and is a part of this Policy. Please read it and check to see that the information is correct and complete. If any requested medical history has been left out, or if there is an error, please notify us within 10 days. If your answers are, incorrect or untrue, we have the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises!

30-DAY RIGHT TO EXAMINE POLICY

PLEASE READ YOUR POLICY CAREFULLY - THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US. If you are not satisfied for any reason, return the Policy to us or our agent within 30 days after you receive it. We will refund your premium and the Policy will be void.

This Policy is signed for Transport Life Insurance Company by its President and Secretary.

TRANSPORT LIFE INSURANCE COMPANY


President


Secretary

This Policy has been approved as a "Long Term Care Insurance Policy" meeting the requirements of Florida law.

THIS SCHEDULE CONTAINS IMPORTANT BENEFIT PERIODS, AND BENEFIT AMOUNTS YOU HAVE SELECTED AND THE PREMIUMS FOR YOUR POLICY

ELIMINATION PERIOD 100 DAYS

DAILY BENEFIT AMOUNT	\$120.00
MAXIMUM DAYS	LIFETIME

DAILY BENEFIT AMOUNT.	\$100.00
MAXIMUM DAYS:	LIFETIME
RESPIRE CARE MAXIMUM DAYS.	14 DAYS PER POLICY YEAR

INSURED Your Policy is effective on the POLICY DATE. [REDACTED] 1993

INITIAL PREMIUM

\$1,258.56

ANNUAL

11001-A-FL

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INSURING PROVISION

We agree to pay you the benefits provided by this Policy, subject to its definitions, provisions, limitations and exceptions.

CONSIDERATION

We have issued this Policy in consideration of the Application and payment of the first premium on or before the Policy Date.

Coverage begins and ends on the Policy Date at 12 noon, standard time, at your residence. The Policy will remain in force for any period for which the premium is paid when due or during the grace period.

DEFINITIONS

This section provides the meaning of special terms used in this Policy.

ADULT DAY CARE CENTER: A facility which:

1. Is licensed or certified by the state as an adult day care facility; or
2. If licensing is not available in the state in which the facility is located, the facility must:
 - (a) Provide or be able to arrange for nursing care under the supervision of an R.N.; provide planned therapeutic, social, and educational activities; maintain written records of services provided to each patient; and have a full-time administrator; and
 - (b) Provide or arrange to provide:
 1. Necessary assistance in:

Bathing (washing yourself, including a sponge bath, with or without extra equipment);

Dressing (putting on and taking off clothing);

Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);

Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);

Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed);
 2. Physical and restorative therapy; and
 3. Nutritional services and counseling.

4. Constant supervision because a Doctor has determined you have a cognitive impairment which results in such a need. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

DOCTOR: A person who is:

1. Licensed by the state in which he or she practices to treat the injury or sickness covered under this Policy; and
2. Acting within the scope of his or her license.

A Doctor does not mean someone who is a member of your Family or the owner or an employee of the Nursing Home or Hospice where you are confined.

FAMILY: You, your spouse, your brothers, your sisters, your step-brothers, your step-sisters, your children, your step-children and your grandchildren.

HOME HEALTH CARE AGENCY: An agency or organization: which is appropriately licensed (if such licensing is required in the state where such agency operates) or is state or federally certified to provide home health care supervised on a full-time basis by a Doctor or a registered nurse; and which maintains a complete medical record of each patient.

HOSPICE: A place which provides a formal program of care which is: (1) for terminally ill patients whose life expectancy is less than 6 months; (2) provided on an inpatient basis; and (3) directed by a Doctor. It must be licensed, certified or registered in accordance with state law.

NURSING HOME: A place which:

1. Is licensed by the state as a convalescent nursing facility, a skilled nursing facility, a convalescent hospital, a convalescent unit of a hospital, an Intermediate care facility, or a custodial care facility; and
2. Provides skilled, intermediate, or custodial nursing care under the supervision of a Doctor or graduate registered nurse; and
3. Provides 24-hour nursing service by or under the supervision of a licensed nurse; and
4. Maintains a daily medical record of each patient which is available for review by the Company.

A **NURSING HOME** does not mean a hospital or clinic, boarding home, home for the aged or mentally ill, rest home, community living center, a place that provides domiciliary, residential, or retirement care, a place which operates primarily for the treatment of alcoholics or drug addicts, or a Hospice.

BENEFITS

The Elimination Period and Maximum Days are shown in the Schedule. Payment will not be made for more than one benefit provided under this Policy for any given day. Before benefits are payable, you must first meet your Elimination Period. Your Elimination Period is the number of days you receive covered services before benefits would otherwise be payable.

You may meet the Elimination Period by receiving days of care which would qualify as:

1. Home health care;
2. Adult day care;
3. Homemaker services;
4. Confinement to a Nursing Home or a Hospice; or
5. Any combination of the above.

We will not pay benefits for the number of days you are confined that are more than your Maximum Days.

A. NURSING HOME CARE BENEFIT: For each day you are confined to a Nursing Home, we will pay you the Daily Benefit Amount shown in the Schedule.

Your Nursing Home confinement must be:

1. Medically necessary (Care that is appropriate to the diagnosis, widely accepted by the practicing peer group based upon scientific criteria, and not experimental or investigative); or
2. Because you are unable to perform two or more of the following activities:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
 - d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or
3. Because a Doctor has determined you have a cognitive impairment resulting in a need for constant supervision. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

B. HOSPICE BENEFIT: We will pay you a Daily Benefit Amount for each day you are confined to a Hospice. The Daily Benefit Amount for Hospice care is shown in the Schedule.

Your Hospice confinement must be:

1. Medically necessary (Care that is appropriate to the diagnosis, widely accepted by the practicing peer group based upon scientific criteria, and not experimental or investigative); or

2. Because you are unable to perform two or more of the following activities:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
 - d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or
3. Because a Doctor has determined you have a cognitive impairment resulting in a need for constant supervision. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

C. HOME HEALTH CARE BENEFIT: We will pay you the Daily Benefit Amount shown in the Schedule for the following services:

1. Assistance with:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
 - d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or

Assistance may be provided by a health worker on the staff of a Home Health Care Agency (other than a Doctor, nurse or professional therapist);

2. Occupational, respiratory, physical and speech therapy;
3. Nursing care services requiring the skills of a licensed nurse; or
4. Constant supervision because a Doctor has determined you have a cognitive impairment which results in such a need. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

Services must be prescribed by a Doctor and performed by a Home Health Care Agency.

We will not pay for services provided by a member of your Family. We will not pay for any other services including shopping, housekeeping or transportation.

These services must be:

1. Medically necessary (care that is appropriate to the diagnosis, widely accepted by the practicing peer group based upon scientific criteria, and not experimental or investigative); or
2. Because you are unable to perform two or more of the following activities:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
 - d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or
3. Because a Doctor has determined you have a cognitive impairment resulting in a need for constant supervision. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

You may receive these services in your residence, another private home, a home for the retired or aged, or a place providing residential care.

D. HOMEMAKER BENEFIT: Subject to the limits stated below, we will pay you the Daily Benefit Amount shown in the Schedule for the following services:

1. Shopping;
2. Housekeeping;
3. Transportation;
4. Laundry; or
5. Cooking.

We will pay this benefit for one day of services in a week in which you have three days of care for which the Home Health Care Benefit is payable. A week is seven consecutive days and begins at 12:01 a.m. Sunday and ends at midnight, the following Saturday.

Services must be provided by a Home Health Care Agency in your home, another private home, a home for the retired or aged or a place which provides residential care. We will not pay for services provided by your Family.

E. ADULT DAY CARE BENEFIT: We will pay you the Daily Benefit Amount shown in the Schedule for any of the following services in an Adult Day Care Center:

1. Nursing care;
2. Therapeutic, social and educational activities;
3. Assistance with:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
 - d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed);
4. Physical and restorative services;
5. Nutritional services and counseling; or
6. Constant supervision because a Doctor has determined you have a cognitive impairment which results in such a need. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

We will not pay for services provided by your Family or for care as a resident bedpatient or 24-hour care.

F. RESPITE CARE BENEFIT: We will pay you the Daily Benefit Amount shown in the Schedule for each day of respite care. Respite care is care provided through a Home Health Care Agency, including companion or live-in care, to temporarily relieve an unpaid person who is providing you with care in your home or another private residence.

We will pay for fourteen days of respite care each Policy Year. A Policy Year begins on the Policy Date and ends on the anniversary of the Policy Date. Unused days cannot be carried over into the next Policy Year. A day of respite care is limited to a 24-hour consecutive period during which you receive respite care. Respite care which extends beyond the 24-hour period will be considered another day.

We will not pay for services provided by your Family. You do not have to meet the Elimination Period. This benefit does not count toward the Maximum Days and is not eligible for the Benefit Rebuilder.

- G. BENEFIT REBUILDER:** After we have paid you benefits and you have used some or all of your Maximum Days, you can rebuild your Maximum Days as shown in the Schedule. You must not be confined to a Nursing Home or Hospice or receive other covered services for 180 consecutive days. You do not need to meet another Elimination Period after rebuilding your Maximum Days.
- H. WAIVER OF PREMIUM:** When benefits have been payable for 90 consecutive days of confinement to a Nursing Home or Hospice, you do not have to pay premium for this Policy while you continue to be confined. If you paid premium for a quarterly, semi-annual or annual period, your premium period will be changed to monthly during the time you do not pay premium. We will refund prepaid premium every month that we determine you are eligible for this benefit.

PREEXISTING CONDITIONS

A Preexisting Condition is a condition which would cause an ordinarily prudent person to seek diagnosis, care, or treatment for which medical advice or treatment was recommended by or received from a Doctor within six months before the Policy Date. A Preexisting Condition will be covered as of the Policy Date.

LIMITATIONS AND EXCLUSIONS

We will not pay benefits for either:

1. Alcoholism or chemical dependency. However, we will pay for chemical dependency that results from drugs administered on the advice of and in such doses as prescribed by a Doctor.
2. Mental or Nervous Disorders. (A Mental or Nervous Disorder is a neurosis, psychoneurosis, psychopathy, psychosis or mental or emotional disease or disorder of any kind without demonstrable organic origin. Alzheimer's disease, Parkinson's disease, and senile dementia are not Mental or Nervous Disorders under this Policy.)

PREMIUMS

PAYMENT OF PREMIUM: All premium due dates are determined from the Policy Date. The first premium was due before we delivered the Policy. All other premiums are due in advance of the period they are to cover. Premiums after the first one are to be payable to us. The premiums for this Policy may change, as stated in the Renewal Premiums provision.

REFUND OF PREPAID PREMIUMS: If we are notified of your death, we will refund any prepaid premium for any period beyond the end of the month in which your death occurred.

RENEWAL PREMIUMS: We may change the premium rates for this Policy. If we do change such premiums, we will do so only if:

1. We change the premiums for all policies which have the same form number as this Policy and which were issued in the same class and in the same state as this Policy; and
2. We have given you at least 45 days prior notice of such change.

ALTERNATE PREMIUM PAYOR: If you have given us notice of an alternate premium payor, as shown in the Application, we will send the alternate premium payor a copy of any late premium notice and a copy of any lapse notice. You may change the alternate premium payor by giving us written notice.

TERMINATION OF COVERAGE

TERMINATION FOR NONPAYMENT OF PREMIUM: Your coverage will end if the required premium is not paid when due or within the 31 day grace period. This will not affect a claim for expenses incurred before the coverage ended.

GRACE PERIOD: This Policy has a 31-day grace period. This means that if a premium is not paid on or before the date it is due, it may be paid during the following 31 days following the due date. During the grace period, this Policy will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the Grace Period ends, the Policy will lapse. Our later acceptance of the premium without requiring an application for reinstatement will reinstate this Policy.

If we require an application, you will be given a conditional receipt for the premium. If the application is approved, the Policy will be reinstated as of the approval date. Lacking such approval, the Policy will be reinstated on the 30th day after the date of the conditional receipt unless we have previously written you of our disapproval.

If the Policy is reinstated, we will cover only loss that results from a confinement that begins after the date of reinstatement. In all other respects your rights and our rights will remain the same, subject to any provisions imposed by us.

Any premium we accept for a reinstatement will be applied to a period for which premium have not been paid. No premium will be applied to any period more than 60 days before the reinstatement date.

EXTENDED REINSTATEMENT: Within 120 days after the Policy lapses for nonpayment of premium, you or any person authorized to act on your behalf, may request reinstatement of the Policy if you were diagnosed as having a cognitive impairment at the time the Policy lapsed. Cognitive impairment means that a Doctor has determined you are unable to think, perceive, reason or remember.

We may, at our expense, request that a Doctor provide written certification that diagnosis of cognitive impairment was established at the time the Policy lapsed. Upon our receipt of such certification, the Policy will be reinstated without evidence of insurability.

The reinstated Policy will cover loss which occurred from the date the Policy lapsed. Coverage will be provided at the same level provided prior to reinstatement.

Any premium we accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

CLAIM PROVISIONS

NOTICE OF CLAIM: Written notice of claim must be given to us within 180 days after a covered loss starts or as soon as reasonably possible. The notice must be given to us at our Home Office. Notice should include your name and Policy number.

CLAIM FORMS: When we receive your notice of claim, we will send you forms for filing proof of loss. If these forms are not sent to you within 15 days after we receive your notice, you will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss. We must receive this statement within the time limit stated in the Proof of Loss section.

PROOF OF LOSS: Written proof of loss must be furnished to us within 90 days after we receive notice of claim. We will not deny or reduce any benefit because we are not furnished proof in the time required if it is not possible for you to do so. However, proof must be furnished as soon as reasonably possible, and in no event, later than 18 months from the time proof is required.

TIME OF PAYMENT OF CLAIMS: Benefits payable under this Policy will be paid as soon as we receive proper written proof of loss. We will pay or deny a claim no later than 120 days after receiving the claim. We will pay simple interest at the rate required by law on all overdue payments. Upon written notification by you, we will investigate any claim of improper billing by a Doctor, hospital, or other health care provider. We will determine if you were properly billed for only those procedures and services that you actually received. If we determine that you have been improperly billed, we will notify you and the provider of our findings and will reduce the amount of payment to the provider by the amount determined to be improperly billed. If a reduction is made due to such notification by you, we will pay you 20 percent of the amount of the reduction up to \$500.

PAYMENT OF CLAIMS: We will pay all benefits to you. If any accrued benefits are unpaid at your death, we may pay them to your spouse, if living, otherwise to your estate. We may pay benefits up to \$3,000 to anyone related to you by blood or by connection of marriage whom we consider to be entitled to the benefits if the benefits are payable to your estate; or to a person who is a minor or otherwise not competent to give a valid release. Any payment made by us in a good faith under this provision will fully discharge us to its extent.

CLAIM APPEAL PROCESS: Our procedure is to treat each claim submission fairly, based on the facts we are provided. Payment of claims will be made within 45 days of our receipt of the claim. If a claim or portion of a claim is contested by us, you will be notified, in writing, that the claim is contested or denied, within 45 days after receipt of the claim by us. The notice that a claim is contested will identify the contested portion of the claim and the reasons for contesting the claim. You may have additional information that could change a claim decision. To provide a full and fair review, we have established an appeal process in the event you want to appeal or review a claim decision. You will be notified of your right to appeal and the appeal process at the time an initial claim decision is made. Upon receipt of the additional information requested from you, we will pay or deny the contested claim or portion of the contested claim, within 60 days.

PHYSICAL EXAMINATION: At our expense, we have the right to have you examined as often as reasonably necessary while a claim is pending.

LEGAL ACTION: No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy. No action may be brought after the expiration of the statute of limitations from the time written proof of loss is required to be given.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES: This Policy, including the Application and any attachments and Riders, is the entire contract between you and us. No change in this Policy will be valid until approved, in writing, by an officer of the Company and the approval has been forwarded to you for attachment to your Policy. No other person has the authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After six months from the Policy Date, no misstatements, except fraudulent misstatements, made in the Application may be used to void the Policy or to deny a claim for loss incurred after the expiration of the six-month period.

MISSTATEMENT OF AGE: If your age has been misstated, we will pay only such amount as the premium paid would have purchased at the correct age.

ASSIGNMENT: Any assignment of your interest under this Policy must be in writing. It must be filed in our Home Office, prior to payment of any benefit. We assume no responsibility for the validity of any assignment.

FREE CHOICE OF A DOCTOR: You have free choice of a Doctor.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its effective date, is in conflict with the laws of the state in which you live on that date is amended to conform to the minimum requirements of such laws.

SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA

BENSALEM, PENNSYLVANIA

Administrative Office: 1289 City Center Dr.
Carmel, Indiana 46032
1-877-450-5824

COMPANY NAME CHANGE ENDORSEMENT

The name of the insurance company that issued your policy or certificate is changed from Conseco Senior Health Insurance Company to Senior Health Insurance Company of Pennsylvania. It is the same as if it had been issued originally under the name of Senior Health Insurance Company of Pennsylvania.

All other terms of your policy or certificate remain unchanged.

This endorsement becomes a part of your policy or certificate and should be attached thereto.

IMPORTANT

All inquiries should be directed to Senior Health Insurance Company of Pennsylvania;
1289 City Center Dr., Carmel, Indiana 46032



**Executive Vice President/
Chief Operating Officer**

CONSECO SENIOR HEALTH INSURANCE COMPANY

Administrative Office: 11825 N. Pennsylvania Street

Carmel, IN 46032

1-800-441-3978

AMENDMENT RIDER

This Amendment is a part of the Policy to which it is attached and is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Amendment. For inquiries, information or for assistance in resolving a complaint, please contact the company at the telephone number provided above.

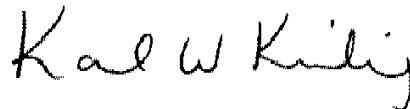
This Amendment takes effect on July 1, 2008.

The Policy is hereby amended to state that the Policy shall be incontestable after it has been in force for a period of two (2) years from the date the Policy was issued to you, except for nonpayment of premiums.

This Amendment supersedes any conflicting language in the Policy.

In all other respects, the Policy shall remain the same.

In witness whereof, we have caused this Amendment to be signed by our Secretary.



Secretary

EXHIBIT A-3

[REDACTED] R [REDACTED]
[REDACTED]

**THIS IS YOUR POLICY WITH STONEBRIDGE LIFE INSURANCE
COMPANY**

**(Administered by SENIOR HEALTH INSURANCE COMPANY OF
PENNSYLVANIA)**

**IF YOU HAVE A CLAIM OR QUESTIONS CALL OUR
CUSTOMER SERVICE DEPARTMENT TOLL FREE AT**

1-877-450-5824

**WE ARE PROUD TO HAVE YOU AS A POLICYHOLDER AND LOOK
FORWARD TO PROVIDING YOU WITH THE BEST POSSIBLE
SERVICE!**

JCPenney Life Insurance Company

HOME OFFICE: Rutland, Vermont

A STOCK COMPANY

Administrative Office:

2700 W. Plano Parkway

Plano, Texas 75075-8200

CAUTION: This Policy was issued based on your responses to the questions on your Application. A copy of your Application is attached and is a part of this Policy. Please read it and check to see that the information is correct and complete. If any requested medical history has been left out, or if there is an error, please notify us immediately. If your answers are incorrect or untrue, we 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 J. C. Penney Life Insurance at 2700 W. Plano Parkway, Plano, Texas 75075-8200.

LONG TERM CARE POLICY

This policy provides benefits for long term care in the amounts and to the extent herein limited and provided. We will pay benefits to you for a loss covered by this Policy which results from injury or sickness. This policy is guaranteed renewable for the lifetime of the Insured. Exclusions are on Page 6.

CONSIDERATION

The consideration for this policy is the statements in the application and payment of the first premium. A copy of the application is attached. The amount of the first premium is shown in the Schedule. All time periods of insurance start and end at 12:01 A.M. Standard Time where you reside.

PRE-EXISTING CONDITIONS

We will not pay for any loss which starts within 6 months after the Effective Date if the loss results from a pre-existing condition.

A pre-existing condition means a condition for which medical advice or treatment was recommended by or received from a Physician within 6 months before the Effective Date of Coverage.

If this Policy replaces another long term care insurance policy, we will waive any time periods applicable to pre-existing conditions and probationary periods in this Policy for similar benefits to the extent that such time periods have been satisfied under the policy being replaced.

NOTICE OF THIRTY DAY RIGHT TO EXAMINE POLICY

You may return this policy within 30 days from the date you receive it. Mail or deliver it to our Administrative Office, or to the agent who sold it. We will refund any premium paid and the policy will be void as if it had not been issued.

GUARANTEED RENEWABLE FOR LIFE - PREMIUMS SUBJECT TO CHANGE

You may keep this policy in force as long as you live. We do not have the right to: (1) cancel this policy; (2) place any restriction on this policy while it is in force; or (3) refuse a premium paid on or before the date due or within the grace period.

Renewal Premiums are due the first day of each renewal period. The policy will expire if the premium is not paid on or before the end of the grace period.

We do have the right to change our table of rates from time to time on a class basis. The new rates will be based on your age on the date you became insured. There will be no change in your class due to any physical impairment or claim incurred.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide.

"NOTICE TO BUYER: THIS 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."

THIS POLICY DOES NOT QUALIFY FOR MEDICAID ASSET PROTECTION UNDER THE INDIANA APPROVED LONG TERM CARE PROGRAM. HOWEVER, THIS POLICY IS AN APPROVED LONG TERM CARE INSURANCE POLICY UNDER STATE INSURANCE REGULATIONS. FOR INFORMATION ABOUT POLICIES AND CERTIFICATES QUALIFYING UNDER THE INDIANA LONG TERM CARE PROGRAM, CALL THE SENIOR HEALTH INSURANCE INFORMATION PROGRAM OF THE DEPARTMENT OF INSURANCE AT 1-800-452-4800.

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The additional benefits, if any, listed on page 3 follow page 7.

SCHEDULE

POLICY COPY

BENEFIT(S)	PREMIUM(\$)
LONG TERM CARE BENEFIT	\$300.00
BENEFIT AMOUNT: \$100.00 PER DAY (NO LIFETIME MAXIMUM)	
BENEFIT PERIOD: LIFE	
ELIMINATION PERIOD: 90 DAYS PER BENEFIT PERIOD	
RESTORATION BENEFIT	
(UNLIMITED LIFETIME MAXIMUM BENEFIT)	
WAIVER OF PREMIUM BENEFIT	
INFLATION BENEFIT RIDER	\$207.00
ALTERNATE PLAN OF CARE RIDER	NO CHARGE
TOTAL PREMIUM: \$507.00	

INSURED: [REDACTED]
[REDACTED] AT [REDACTED]

POLICY EFFECTIVE DATE:	01/01/01	POLICY NUMBER:	[REDACTED]
RIDER EFFECTIVE DATE:	01/01/01	INFLATION BENEFIT RIDER	
RIDER EFFECTIVE DATE:	01/01/01	ALTERNATE PLAN OF CARE RIDER	

DEFINITIONS**"ACTIVITIES OF DAILY LIVING" are:**

1. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
2. Dressing (putting on and taking off of clothing);
3. Eating (consuming food that has already been prepared and made available with or without the use of adaptive utensils);
4. Toileting (doing both of the following: getting on and off the toilet, and maintaining a reasonable level of personal hygiene);
5. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed);
6. Continence (ability to control bowel and bladder function);
7. Mobility (ability to move or be moved);
8. Taking medication.

"BENEFIT PERIOD" means the maximum number of Benefit Days that can be paid under the Policy and/or attached Riders. (Subject to Restoration Benefit Provisions.)

"COGNITIVE IMPAIRMENT": Deterioration or loss in your intellectual capacity which requires continual supervision to protect yourself or others. This is established by clinical diagnosis of any licensed practitioner in this state authorized to make such a diagnosis. Such diagnosis shall include the patient's history and physical, neurological, psychological and/or psychiatric evaluations, and laboratory findings.

"ELIMINATION PERIOD" means the number of days for which benefits would otherwise be payable during each Benefit Period that must be satisfied before benefits are payable. The Elimination Period, if any, is shown on the Schedule.

"FAMILY" means You, your spouse, your mother, your father, your brothers, your sisters, your step-brothers, your step-sisters, your children, your step-children and your grandchildren.

"HOSPICE" means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

"HOSPITAL" means only an institution which meets the following requirements: (1) It is an institution operated pursuant to law; and (2) it is primarily engaged in providing or operating, either on its premises or in facilities available to the hospital on a prearranged basis and under supervision of a staff of one or more duly licensed physicians, medical, diagnostic and major surgery facilities for medical care and treatment of sick and injured persons on an inpatient basis for which a charge is made; and (3) it provides 24-hour nursing service by or under the supervision of registered graduate professional nurses (R.N.s).

This definition shall not include an institution, or that part of an institution, operated primarily: (a) as a convalescent home, convalescent, rest or nursing facility; or (b) as a facility primarily affording custodial, or educational care; or (c) as a facility for the aged, drug addicts or alcoholics.

"INJURY" means bodily injury caused by an accident directly and independently of all other causes. Covered loss must occur while the policy is in force. Covered loss must begin within 120 days after the date of the accident.

"LONG TERM CARE" means nursing services which are furnished pursuant to the orders of a Physician.

"MEDICARE" means "The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as Then Constituted or Later Amended", or "Title I, Part I of Public Laws 89-97, As Enacted by the Eighty-Ninth Congress of the United States of America and popularly known as the Health Insurance for the Aged Act", as then constituted and any later amendments or substitutes thereof or words of similar import.

"MENTAL OR NERVOUS DISORDER" means a neurosis, psychoneurosis, psychopathy, psychosis or mental or emotional disease or disorder of any kind without demonstrable organic origin. Alzheimer's disease, Parkinson's disease, and senile dementia are not Mental or Nervous Disorders under this Policy.

"NURSING HOME" means an institution which: 1) is licensed by the state as a nursing facility, a skilled nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and 2) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a graduate registered nurse (R.N.); and 3) maintains a daily record of each patient which is available for review by us; and 4) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the injury or Sickness causing the confinement.

Nursing Home does not include rest homes; homes for the aged; sheltered living accommodations; residence homes or similar living arrangements; a facility for treatment of alcoholism, chemical dependency, tuberculosis or mental or nervous disorders.

"PHYSICIAN" means a duly licensed practitioner practicing within the scope of such license. The physician may not be in your immediate family.

"SICKNESS" means a sickness or disease first manifesting itself after the Effective Date.

"YOU," "YOUR," OR "YOURS" refers to the Insured.

"WE," "OUR," OR "US" refers to the J. C. Penney Life Insurance Company

BENEFITS

LONG TERM CARE BENEFIT: For each day you are confined to a Nursing Home or Hospice, we will pay your Long Term Care Daily Benefit. We may periodically review your care and services to determine that they are appropriate. You must first meet your Elimination Period. Your Elimination Period is the number of Benefit Days you must be confined in a Nursing Home or Hospice before benefits would otherwise be payable. We will not pay benefits for the number of days your are confined that are more than your Benefit Period.

Your Nursing Home or Hospice confinement must be:

1. Because you are unable to perform two or more Activities of Daily Living; or
2. Because a Physician has determined you have a Cognitive Impairment resulting in a need for daily supervision. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia; or
3. Or, upon the advice of your Physician, Nursing Home Care is determined to be appropriate based upon the standards of acceptable medical practice.

RESTORATION BENEFIT: A Benefit Period will be reinstated after six months during which no treatment was rendered for which benefits would have been paid, whether reimbursed or not, under this Policy or attached Riders. The new Benefit Period will be subject to the Elimination Period, if any, shown on the Schedule.

UNLIMITED LIFETIME MAXIMUM BENEFIT: This Policy does not have a lifetime limit.

WAIVER OF PREMIUM BENEFIT: When benefits have been payable for 90 consecutive days of confinement to a Nursing Home or Hospice, you do not have to pay premium for this Policy and any attached Riders while you continue to be confined. If you paid premium for a quarterly, semi-annual or annual period, your premium period will be changed to monthly during the time you do not pay premium. We will refund any prepaid premium when we determine you are eligible for this benefit.

TERMINATION; EXTENSION OF BENEFITS: If institutionalization begins while the long-term care insurance is in force, coverage will continue without interruption after termination. Such extension of benefits beyond the period the long-term care insurance was in force may be limited to the following:

- (1) The duration of the benefit period, if any.
- (2) Payment of the maximum benefits, if any.

Further, such extension of benefits may be subject to any elimination period and all other applicable provisions of the policy.

EXCLUSIONS

Benefits are not provided for:

1. Mental or Nervous Disorders;
2. Injury or sickness caused by war or any act of war, declared or undeclared;
3. Intentionally self-inflicted injury;
4. chronic alcoholism or other chemical dependency, unless dependency results from administration of drugs pursuant to treatment by a physician; or
5. confinement or treatment covered by Worker's Compensation or Employer's Liability Law.

POLICY PROVISIONS**ENTIRE CONTRACT; CHANGES**

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

TIME LIMIT ON CERTAIN DEFENSES

(a) After 2 years from the date of issue of this policy, no misstatements made by you in the application for such policy shall be used to void this policy or to deny a claim for loss incurred or disability commencing after the expiration of such 2 year period. (b) No claim for loss incurred or disability commencing after 6 months from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition had existed prior to the Effective Date.

GRACE PERIOD

A grace period of thirty-one days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force.

REFUND OF UNEARNED PREMIUMS

If we are notified of your death, we will refund any prepaid premium for any period beyond the date of your death.

REINSTATEMENT

If any renewal premium be not paid within the time granted you for payment, a subsequent acceptance of premium by us without requiring in connection therewith an application for reinstatement, shall reinstate the policy. However, if we require an application for reinstatement you will be given a conditional receipt for the premium. If the application is approved, the policy will be reinstated as of the approval date. Lacking such approval, the policy will be reinstated on the 45th day after the date of the conditional receipt. We will notify you of our disapproval of such application.

The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than ten days after such date. In all other respects, you and we shall have the same rights thereunder as each had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium we accept for reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

NOTICE OF CLAIM

Written notice of claim must be given to us within 30 days (60 days in Kentucky and Wyoming - 6 months in Montana) after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on your behalf to us at 2700 W. Plano Parkway, Plano, Texas 75075-8200, or to any authorized agent of the Company with information sufficient to identify you, shall be deemed notice to us.

CLAIM FORMS

Upon receipt by us of notice of claim, we will furnish to you such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 10 days after the giving of such notice, you shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing such proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

PROOFS OF LOSS

Written proof of loss must be furnished to our Administrative Office, in case of claim for loss for which this 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 ninety days after the date of such loss. Failure to furnish such proof within the time required shall 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

Indemnity payable under this policy for any loss other than loss for which this policy provides only periodic payment, will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of written proof.

PAYMENT OF CLAIMS

All indemnities will be payable to you, the person making application for this policy. Any accrued indemnity unpaid at your death will be paid to your estate. If an indemnity of this policy shall be payable to your estate, or to a beneficiary who is a minor or otherwise not competent to give a valid release, we may pay such indemnities, up to the amount authorized by law but not exceeding \$1,000.00, to any relative of yours by blood or marriage who is deemed by us to be equitably entitled to it. Any payment made by us in good faith in accordance with this provision shall fully discharge us to the extent of such payment.

PHYSICAL EXAMINATIONS

We, at our own expense, shall have the right and opportunity to examine your person when and as often as we may reasonably require during the pendency of a claim.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

MISSTATEMENT OF AGE

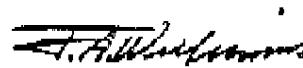
If your age has been misstated, all amount payable under this policy shall be such as the premium paid would have purchased at the correct age. If, as a result of misstatement, we accept a premium for any period when coverage would not normally have been effective, then our liability for such period shall be limited to the refund, upon request, of all premiums paid for coverage of such period.

CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which you reside on such date is hereby amended to conform to the minimum requirements of such statutes.



Secretary



President

Countersignature of licensed resident agent (if required by your state)

JCPenney Life Insurance Company

For prompt service address all correspondence to
2700 W. Plano Parkway, Plano, Texas 75075-8200

INDIANA NOTICE TO POLICY-HOLDERS/CERTIFICATE-HOLDERS

We are here to serve you...

As our policy-holder/certificate-holder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion. However, if you have any questions or comments, please call our Claims Information number 1-800-527-0003.

If you are not satisfied...

Should you feel you are not being treated fairly, we want you to know you may contact the Indiana Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

**Public Information/Market Conduct
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787**

**Consumer Hotline: 1-800-622-4461
In the Indianapolis Area: 1-317-232-2395**

JCPenney Life Insurance Company

Administrative Office: 2700 W. Plano Parkway, Plano, Texas 75075-9200

ALTERNATE PLAN OF CARE RIDER

NOTICE: This Rider is made a part of the Policy to which it is attached. It is effective on the Rider Date shown below. This Rider is subject to all of the Policy Definitions, Provisions, Limitations and Exclusions which are not inconsistent with the provisions of this Rider.

The Alternate Plan of Care Rider represents a method under your Policy whereby benefits may become payable for other than nursing home confinements. For benefits to become payable under the Alternate Plan of Care, each of the following conditions and provisions must be met.

- You would otherwise require confinement in a Nursing Home and appropriate alternative care is a medically acceptable option.
- Benefits under the Alternate Plan of Care must be:
 1. Because you are unable to perform two or more Activities of Daily Living; or
 2. Because a Physician has determined you have a Cognitive Impairment resulting in a need for daily supervision. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia; or
 3. Or, upon the advice of your Physician, Nursing Home Care is determined to be appropriate based upon the standards of acceptable medical practice.
- The plan must be agreed to by you, your Physician and us prior to commencement of benefit payment. Under an Alternate Plan of Care your Physician must give JCPenney Life Insurance Company a written plan of care and the Company must receive this notification and agree to the program in writing to you.
- The Alternate Plan of Care may be initiated by you or us, but must be developed by or with health care professionals other than family members.
- The total of all benefits paid under the Policy and this Rider will not exceed the amount which would have been paid in a Benefit Period, if any, for a Nursing Home confinement due to the same or related causes.

Suggested services, benefit levels and location of services will be specified in the Alternate Plan of Care. They may be different from or not otherwise covered by the Policy. Your agreement to participate in an Alternate Plan of Care will not waive any of your or our rights under the Policy. Any plan adopted, including the benefit levels to be payable, must be mutually agreeable to you, your Physician, and us.

Some examples of services that may be provided in an Alternate Plan of Care are:

- Building a ramp for wheelchair access; or
- Modifying a kitchen or bathroom; or
- Care provided in Alzheimer's Centers or similar arrangements.

Rider Date: _____

The J. C. Penney Life Insurance Company has caused this Rider to be signed by its President and its Secretary.



Secretary



President

JCPenney Life Insurance Company

A STOCK COMPANY

HOME OFFICE: Rutland, Vermont

ADMINISTRATIVE OFFICE: 2700 W. Plano Parkway, Plano, Texas 75075-8200

INFLATION BENEFIT RIDER

NOTICE: This Rider is made a part of the Policy to which it is attached. It is effective on the Rider Date shown below. This benefit is provided in consideration of the payment of the premium for this Rider. This Rider is subject to all of the Policy Definitions, Provisions, Limitations and Exclusions which are not inconsistent with the provisions of this Rider.

BENEFIT

On each Rider anniversary date, we will increase all of the daily benefit amounts or per visit benefit amounts shown in the Schedule by 5%, compounded annually. Annual increases will occur even if benefits are being paid.

Rider Date: _____

The J. C. Penney Life Insurance Company has caused this Rider to be signed by its President and its Secretary.



Secretary



President

EXHIBIT A-4

[REDACTED] D [REDACTED]
[REDACTED]

**THIS IS YOUR POLICY WITH
SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA
(IN REHABILITATION)**

**IF YOU HAVE A CLAIM OR QUESTIONS CALL OUR
CUSTOMER SERVICE DEPARTMENT TOLL FREE AT
1-877-451-5824**

**WE ARE PROUD TO HAVE YOU AS A POLICYHOLDER AND LOOK
FORWARD TO PROVIDING YOU WITH THE BEST POSSIBLE
SERVICE!**

**THIS IS NOT A MEDICARE SUPPLEMENT POLICY
LONG TERM CARE INSURANCE POLICY
CONSECO SENIOR HEALTH INSURANCE COMPANY**

Bensalem, Pennsylvania
Administrative Office: 11815 North Pennsylvania Street, Carmel, Indiana 46032
1-800-441-3978

(Referred to in this Policy as "we", "us", or "our")

NOTICE TO BUYER: THIS 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 CAREFULLY REVIEW ALL POLICY LIMITATIONS. IN ADDITION, THIS POLICY IS NOT INTENDED TO BE A "QUALIFIED LONG TERM CARE INSURANCE CONTRACT" AS DEFINED IN SECTION 7702B(b) OF THE INTERNAL REVENUE CODE OF 1986 AS AMENDED.

In this Policy "you" or "your" refers to the Covered Person named in the Policy Schedule.

We agree to insure the Covered Person against Loss to the extent stated in this Policy. Payment of benefits under this Policy is subject to all of its terms. In the event of your death, the unearned premium, with respect to your coverage, will be refunded to your beneficiary upon our receipt of proof-of-death.

CONSIDERATION - EFFECTIVE DATE - TERM

This Policy is issued in consideration of: (1) the advance payment of the initial premium amount on or before the Effective Date (EXCEPTION: During the time, if any, that it is agreed between the Policyowner and Conseco Senior Health Insurance Company that premiums will be billed and remitted through payroll deduction or credit union share account deduction, the premium is due on the date indicated in the billing provided to the administrator coordinating premium payments on the Policyowner's behalf.); and (2) the statements contained in the attached application. This Policy is effective 12 Noon, at your residence, on the Effective Date shown in the Policy Schedule. It continues in force for the Term specified in the Policy Schedule subject to the Grace Period. This policy may be renewed in accordance with the Guaranteed Renewability provision.

NOTICE OF THIRTY DAY RIGHT TO EXAMINE POLICY

Carefully read this Policy as soon as you receive it. If you are not satisfied, for any reason, you may return it to us and we will refund all premium you have paid. You must, however, return the Policy within 30 days after you receive it in order to receive a refund. If Premium is refunded, the Policy will be considered void from the beginning.

GUARANTEED RENEWABILITY - PREMIUMS SUBJECT TO CHANGE

This Policy is guaranteed renewable for your lifetime. We cannot cancel this Policy as long as you pay the premiums, and you have not exhausted your Benefit Account Value. We can change the renewal premium rate. Such changes may only be made for all policies of this form number and premium classification issued in the same state. Premium classification is determined by issue age, health status on the Policy Effective Date, marital status, number of insureds living in the same household, types and level of benefits and payment method. You cannot be singled out for a rate change. Any change in your renewal premium rate would not take effect prior to 5 years following the policy effective date. However, your renewal premium rate may change prior to this time for reasons that affect the insured risk, which include: (1) a change in your benefits requested by you; or (2) a new law or regulation or a change in any existing law or regulation is enacted which applies to this Policy. Notice of any change in rates will be sent in writing at least 30 days in advance.

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IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION

Caution: The issuance of this long term care insurance Policy is based upon the responses to the questions on your application. A copy of your application is attached. If any answers are incorrect or untrue, we have the right to deny benefits or rescind this Policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the answers are incorrect, contact the Conseco Senior Health Insurance Company at 11815 North Pennsylvania Street, Carmel, Indiana 46032.

POLICY SCHEDULE

POLICY NUMBER			EFFECTIVE DATE
COVERED PERSON			MODAL PREMIUM AMOUNT
AGE			PREMIUM MODE

LONG TERM CARE BENEFITS

NURSING HOME CARE / ASSISTED LIVING FACILITY BENEFIT	
Maximum Daily Benefit	\$100.00
HOME HEALTH CARE	
Maximum Daily Benefit	\$100.00
RESPIRE CARE	
Calendar Year Maximum Benefit	30 days
BED RESERVATION	
Calendar Year Maximum Benefit	30 days
CAREGIVER TRAINING	
Maximum Benefit	5 times Home Health Care Daily Maximum
EMERGENCY RESPONSE SYSTEM	\$ 50 per month
ELIMINATION PERIOD	Nursing Home Care 100 Days Home Health Care 100 Days
BENEFIT ACCOUNT VALUE	UNLIMITED

ADDITIONAL BENEFITS

CARE COORDINATION BENEFIT INCLUDED
ALTERNATIVE CARE BENEFIT INCLUDED
WAIVER OF PREMIUM BENEFIT INCLUDED
LIFETIME WAIVER OF PREMIUM FOR SURVIVOR NOT APPLICABLE

COMPANION POLICY NUMBER: NONE

THE PREMIUM SHOWN ABOVE INCLUDES PREMIUMS FOR ANY BENEFIT RIDERS INCLUDED
WITH THIS POLICY.

BENEFIT RIDERS ISSUED:

BENEFIT INCREASE (BIR Inflation) RIDER

DEFINITIONS

"ACTIVITIES OF DAILY LIVING (ADL's)" are: **bathing** (washing oneself in either a tub or shower, or by sponge bath; including the task of getting into and out of the tub or shower); **dressing** (putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs); **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); **toileting** (getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene); **transferring** (moving in and out of a bed, chair or wheelchair); and **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 a catheter or colostomy bag).

"ADULT DAY CARE" means a program of social and health-related services provided for six or more individuals 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" means an organization: (a) which provides a program of Adult Day Care; (b) which is 1) established and operated in accordance with state law; and 2) licensed by the state as an Adult Day Care Center; (c) whose staff includes 1) a full time director; and 2) one or more R.N.'s or L.P.N.'s in attendance at least once per day during operating hours; (d) which operates at least 5 days a week and operates a minimum of 6 hours per day and provides care for any one individual for no more than 12 hours per day; (e) which maintains a written medical record of medical services given to each individual; and (f) which has established procedures for obtaining appropriate medical emergency aid.

"APPROVED HOME HEALTH CARE PRACTITIONER" means a licensed registered nurse (R.N.), licensed practical nurse (L.P.N.), certified chemotherapy nurse, certified enterostomal therapy nurse, certified infusion nurse, licensed physical therapist, certified respiratory therapist, licensed speech therapist, licensed occupational therapist, licensed medical social worker, certified nurse assistant, or Home Health Aide. All practitioners must be certified or otherwise properly trained in accordance with the existing standards in the jurisdiction where Home Health Care is provided. An Approved Home Health Care Practitioner may not be a member of the Covered Person's Immediate Family.

"ASSISTED LIVING FACILITY" means a facility that: (1) is engaged primarily in providing ongoing care and related services to at least ten inpatients in one location; (2) provides 24 hour per day care and service sufficient to support needs resulting from the inability to perform Activities of Daily Living or Cognitive Impairment; (3) has an awake, trained and ready to respond employee on duty at all times to provide such care; (4) provides three meals a day and accommodates special dietary needs; (5) is licensed by the appropriate licensing agency in the state to provide such care; (6) has formal arrangements for the services of a Physician or Professional Nurse to furnish medical care in case of emergency; and, (7) has appropriate methods and procedures for handling and administering drugs. An Assisted Living Facility may be known by another name such as Adult Congregate Living Facility, Residential Care Facility or Personal Care Facility but must otherwise meet the terms of this definition. An Assisted Living Facility does not mean an individual residence or independent living unit or apartment. If the facility has multiple licenses and/or multiple purposes, only the section, wing, ward or unit that specifically qualifies as an Assisted Living Facility will qualify.

"CALENDAR YEAR" means the period of time beginning with the Effective Date and ending on December 31st of the same year. Thereafter, it means the period of time beginning on January 1st and ending on December 31st of any given year.

"CARE COORDINATION ORGANIZATION" means us or an organization designated by us which is appropriately licensed and legally authorized to engage in providing care coordination services. Such services may include: (1) coordination of the elements of your Plan of Care; (2) referrals to the appropriate medical or social services personnel or agency; (3) monitoring of such services with respect to quality and utilization; and (4) the monitoring and assessing of your status and needs.

"COGNITIVE IMPAIRMENT" means a deficiency in a person's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

DEFINITIONS (continued)

"COMPANION POLICY" means an insurance policy purchased from the same series of policies offered by us that contains substantially similar benefit options, and is issued to your Spouse. You are responsible for notifying us of any changes regarding your marital status that may impact the application of this definition.

"CONFINED OR CONFINEMENT" means assigned to a bed and physically within a Nursing Home or Assisted Living Facility while coverage is in force.

"COVERED PERSON" means the insured individual named on the Policy Schedule.

"ELIMINATION PERIOD" means the number of days, stated in the Policy Schedule, for which the Covered Person received Long Term Care and for which no benefits are payable, and, which must pass before benefits will be payable under this Policy. When benefits do begin, they will not be retroactive to the beginning of the Elimination Period. The Elimination Period must be satisfied only once during the Covered Person's lifetime.

"HANDS-ON ASSISTANCE" means physical assistance without which one would not be able to perform an Activity of Daily Living.

"HOME" means the place where the Covered Person maintains an independent residence. Home does not mean a Nursing Home, Assisted Living Facility, hospital or other institutional setting.

"HOME HEALTH AIDE" means a person who is in the business of providing Home Health Care, and who functions according to the laws and regulations of the jurisdiction in which care is provided. A Home Health Aide must present written proof of completion of an established home health aide training course and/or written proof of home health aid certification. This education must include training in safely assisting persons with Activities of Daily Living. We will accept as proper credentials the Home Health Aide's inclusion in the current government sponsored nursing aide registry.

"HOME HEALTH CARE" means medical and nonmedical services provided to ill, disabled or infirm persons in their home. Example of such services may include, but are not limited to assistance with Activities of Daily Living, Adult Day Care, Hospice Service, or Respite Care Services.

"HOSPICE" means an autonomous, centrally administered, nurse-coordinated program operated pursuant to law. It must be under the direction of a Physician employed by the Hospice. It must provide a continuum of Home, outpatient, and homelike inpatient care for the terminally ill patient and his family. It employs an interdisciplinary team ("Hospice Care Team") to assist in providing palliative and supportive care. This care must be for the purpose of meeting the special needs arising out of the physical, emotional, spiritual, social and economic stresses which are experienced during the final stages of illness and during dying and bereavement. This care must be available 24 hours a day, seven days a week.

"HOSPICE SERVICE" means items and services furnished to an individual by a Hospice. It may be provided by others under arrangements with a Hospice program. These services are provided in a place of temporary or permanent residence used as the terminally ill individual's home for the purpose of maintaining that individual at home; or, if the terminally ill individual needs short-term institutionalization, the services shall be furnished in cooperation with those contracted institutions or in the inpatient facility of the Hospice program.

"IMMEDIATE FAMILY" means you, your Spouse and respective parents, children, grandchildren, aunts, uncles, nieces, nephews, and siblings including their spouses, who are related to you by blood or marriage.

"INFORMAL CAREGIVER" means the person who has the primary responsibility of providing Informal Care, (Care which is on an unpaid basis) for the Covered Person in the Covered Person's Home.

"INJURY" means bodily injury caused by an accident occurring while this Policy is in force, and resulting directly and independently of all other causes in a covered Loss.

"LICENSED HEALTH CARE PRACTITIONER" means any Physician and any registered professional nurse or licensed social worker.

"LONG TERM CARE" means Nursing Home Care or Home Health Care. Long Term Care does not mean simple rest care, hotel or retirement home expense or other expense which is related to the Covered Person's residence and not a result of Long Term Care.

DEFINITIONS (continued)

"LOSS" means financial loss incurred as a result of expenses incurred by the Covered Person.

"LOSS OF FUNCTIONAL CAPACITY" means the inability to perform two or more Activities of Daily Living.

"MEDICALLY NECESSARY" means the appropriateness of treatment of the Covered Person's condition, including nonmedical support services, based on current standards of medical practice. Medically Necessary care and service does not mean care or service which is primarily for the convenience of the Covered Person or the Covered Person's Physician.

"MENTAL OR NERVOUS DISORDER" means a neurosis, psychoneurosis, psychopathy, psychosis or other mental or emotional disorder without demonstrable organic origin. (Note: CLINICALLY DIAGNOSED ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN SYNDROMES ARE COVERED BY THE POLICY AS ANY OTHER SICKNESS).

"NURSING HOME" means a place which: 1) is legally operated to provide nursing care (skilled, intermediate, custodial) for sick and injured persons at their expense; 2) is licensed by the state as a convalescent nursing facility, a skilled nursing facility, an intermediate care facility, a custodial care facility; or any equivalent facility which meets the requirements of this definition; 3) provides, in addition to room and board accommodations, 24 hour nursing service by or under 24 hour on-site supervision by a Physician, licensed registered nurse (R.N.), or a licensed practical nurse (L.P.N.); 4) maintains a daily record of each patient which is available for our review; and 5) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the Injury or Sickness causing the Confinement. "NURSING HOME" does not mean a facility or any part of a facility used primarily for: rest care; training or education; care of the aged; or treatment of alcoholism, drug addiction or Mental or Nervous Disorders. Facilities primarily engaged in providing retirement residences, such as apartments or other self-contained living units, are not Nursing Homes, however, a distinctly separate part of such facility may be a Nursing Home if it meets this definition.

"NURSING HOME CARE" means (skilled, intermediate, custodial) care of the type regularly and customarily given Nursing Home patients on a 24-hour-a-day basis. It must be: 1) care that can either improve or maintain the Covered Person's condition; and 2) care that is supervised by licensed and qualified professional personnel.

"PERSONAL CARE SPECIALIST" means a registered nurse (R.N.) or licensed social worker employed by or under contract to a Care Coordination Organization who is qualified by training and experience to assess and coordinate your overall medical, personal and social services needs.

"PHYSICIAN" means any licensed practitioner of the healing arts operating within the scope of his or her license. A Physician may not be the Covered Person or a member of the Covered Person's Immediate Family.

"PLAN OF CARE" or "APPROVED PLAN OF CARE" means a written plan of coordinated professional and personal services developed by a Personal Care Specialist which is approved and accepted by you and us.

"PRE-EXISTING CONDITION" means a condition for which medical advice or treatment was recommended by or received from a Physician, within six months preceding the Effective Date of coverage.

"PROFESSIONAL NURSE" means a registered graduate nurse (R.N.) or licensed practical nurse (L.P.N.) licensed to provide medical care at the direction of a Physician.

"REASONABLE CHARGE" means a charge which does not exceed the regular and customary charges for, or the fair and reasonable value of, the services and supplies the Covered Person receives. The Reasonable Charge will be determined by comparing the expense incurred with the charges made for similar services and supplies in the locality where the services are provided.

"RESPIRE CARE" means short-term care provided in a Nursing Home, Assisted Living Facility, Adult Day Care Center, or the Covered Person's Home (by an Approved Home Health Care Practitioner), that is designed to temporarily relieve the Informal Caregiver in the Covered Person's Home.

DEFINITIONS (continued)

"SICKNESS" means sickness, illness or disease diagnosed or treated by a Physician or other Licensed Health Care Practitioner after this Policy's Effective Date and while this Policy is in force.

"SPOUSE" means your legal spouse with whom you have entered into a marriage that is recognized by the law or jurisdiction in the state where you reside or the state where the marriage was entered into. Such marriage must not have ended in a divorce or legal separation.

"STANDBY ASSISTANCE" means another person must be within arm's reach of an individual to prevent, by physical intervention, if necessary, injury while performing an Activity of Daily Living.

"SUBSTANTIAL ASSISTANCE" means Hands-on Assistance and Standby Assistance.

"SUBSTANTIAL SUPERVISION" means continual supervision (which may include cueing by verbal prompting, gestures or other demonstrations) by another person that is necessary to protect the severely cognitively impaired person from threats to his or her health or safety.

"WEEK" means any consecutive 7 calendar days beginning on a Sunday and ending on the following Saturday.

**LONG TERM CARE BENEFITS FOR
NURSING HOME CARE AND ASSISTED LIVING FACILITY CARE**

NURSING HOME CARE: Subject to the Elimination Period, if any, we will pay a benefit for each day you are Confined in a Nursing Home. The amount we pay will be the lesser of: (1) the Reasonable Charges incurred for daily room and board; or (2) the Daily Maximum Benefit amount for Nursing Home Care/Assisted Living Facility Care shown in the Policy Schedule.

ASSISTED LIVING FACILITY CARE: Subject to the Elimination Period, if any, we will pay a benefit for each day you are Confined in an Assisted Living Facility. The amount we pay will be the lesser of: (1) the Reasonable Charges incurred for daily room and board; or (2) the Daily Maximum Benefit amount for Nursing Home Care/Assisted Living Facility Care shown in the Policy Schedule.

BED RESERVATION: We will pay a benefit to reserve your Nursing Home or Assisted Living Facility bed if you require temporary hospitalization or return to your Home temporarily for a visit and leave the facility during a Confinement for which benefits are being paid. The benefit will be equal to the Reasonable Charge you incur to reserve the bed, not to exceed the Daily Maximum Benefit for Nursing Home Care/Assisted Living Facility Care. We will pay this benefit for a maximum of [30] days in any one Calendar Year. Unused days may not be carried over into the next Calendar Year. During the Elimination Period, the Bed Reservation benefit will be based on days credited towards the Elimination Period rather than a cash benefit payment.

**LONG TERM CARE BENEFITS FOR
HOME HEALTH CARE**

HOME HEALTH CARE: Subject to the Elimination Period, if any, we will pay a benefit for each day you receive Home Health Care at Home. The benefit will be the lesser of: (1) the Reasonable Charge incurred for the services provided; or (2) the Daily Maximum Benefit for Home Health Care set forth in the Policy Schedule.

ADULT DAY CARE: Subject to the Elimination Period, if any, we will pay a benefit when you receive Adult Day Care. The benefit will be the lesser of: (1) the Reasonable Charge incurred; or (2) the Daily Maximum Benefit for Home Health Care as set forth in the Policy Schedule.

HOSPICE SERVICE: Subject to the Elimination Period, if any, we will pay a benefit when you receive Hospice Service. The benefit will be the lesser of: (1) the Reasonable Charge incurred; or (2) the Daily Maximum Benefit for Home Health Care set forth in the Policy Schedule. NOTE: If Hospice Service is delivered in a Nursing Home or Assisted Living Facility, the benefit will be the lesser of: (1) the Reasonable Charges incurred for daily room and board; or (2) the Daily Maximum Benefit for Nursing Home/Assisted Living Facility Care shown in the Policy Schedule.

LONG TERM CARE BENEFITS FOR HOME HEALTH CARE (Continued)

RESPITE CARE: We will pay a benefit when Respite Care is provided to you. If Respite Care is delivered in a Nursing Home or Assisted Living Facility, we will pay the (1) the Reasonable Charge incurred; or (2) Daily Maximum Benefit for Nursing Home Care/Assisted Living Facility Care. If Respite Care is delivered as Home Health Care, we will pay the lesser of: (1) the Reasonable Charge incurred; or (2) the Daily Maximum Benefit for Home Health Care set forth in the Policy Schedule. The Respite Care Benefit is limited to 30 days per Calendar Year. Unused days cannot be carried over into the next Calendar Year. The Elimination Period does not apply to this benefit.

CAREGIVER TRAINING: If you require Long Term Care and would otherwise receive Long Term Care benefits under this Policy, we will pay the Reasonable Charge incurred for Caregiver Training, not to exceed a one time maximum of 5 times the Home Health Care Daily Maximum Benefit. The Caregiver Training benefit will only be payable if the care provided will make it possible for you to return to or remain at Home or at the Informal Caregiver's home, where you can be cared for by the Informal Caregiver. Caregiver Training consists of the training of an Informal Caregiver to enable the Informal Caregiver to provide Informal Care for you at your Home. The Elimination Period does not apply to this benefit.

EMERGENCY RESPONSE SYSTEM: We will pay a benefit for the rental or lease of a personal Emergency Response System for use in your Home while you are receiving Home Health Care benefits under this Policy. An Emergency Response System provides you with a communication system located in your Home which is used to summon medical attention through a centralized response center in the event of a medical emergency. The benefit will be equal to the actual charge incurred for the Emergency Response System, not to exceed \$50 per month. We will pay this benefit as long as you are receiving Home Health Care benefits on a continuous basis (at least 5 days per week). The benefit will only be paid for an Emergency Response System installed in your Home while this Policy is in force.

ADDITIONAL BENEFITS

CARE COORDINATION BENEFIT: This feature of your Policy provides you with the knowledge, training and experience of a Personal Care Specialist who will assess your individual needs and develop a Plan of Care to meet those needs.

The Personal Care Specialist will work primarily with you, but may also consult with your Physician and family. After the Plan of Care is approved by us and accepted by you, your Personal Care Specialist will assist you in obtaining the services outlined in the Plan of Care. The Personal Care Specialist will continue to assist you by monitoring and evaluating your progress as well as the quality of the care or service you are receiving. In addition, your Personal Care Specialist may suggest changes in your Plan of Care on an ongoing basis to ensure that you are receiving the correct type and amount of care or service. Any changes in your Plan of Care must be accepted by you and approved by us.

It is not necessary for you to utilize the services of a Personal Care Specialist in order to receive benefits under the Policy. However, utilizing a Personal Care Specialist and accepting the Plan of Care has the following important advantages:

1. Your Personal Care Specialist can explain your Plan of Care to your various care providers to help ensure that care or service is delivered efficiently and in a timely manner;
2. Your Personal Care Specialist can ensure that you receive the appropriate type and amount of care or service;
3. Your Personal Care Specialist can help you select the care providers best qualified to deliver the care or service you need; and
4. The cost of the Personal Care Specialist service is not charged against your Benefit Account Value and does not, in any way, limit or reduce the daily benefits available for covered care or service.

ALTERNATIVE CARE BENEFIT: We reserve the right to authorize benefits for services recommended by your Personal Care Specialist, which would not otherwise be payable, if we determine that such services:

1. Provide you with an equal or greater quality of care;
2. Are appropriate to your needs;
3. Are cost-effective; and
4. Are consistent with general standards of care.

ADDITIONAL BENEFITS (Continued)

Alternative Care benefits may include: supplies, such as durable medical equipment (i.e., wheelchair, or hospital bed), wheelchair ramps, or grab bars; services, such as homemaker or companion services or meals on wheels; or assistance with instrumental activities of daily living (IADLs). IADLs include using the telephone, managing medications, moving about outside your Home, shopping for essentials, preparing meals, and laundry and light housekeeping.

Any alternative benefits we authorize may be subject to the applicable Elimination Period and Daily Maximum Benefit for Home Health Care and must also be agreed to by you, or any authorized person acting on your behalf, and your Physician, if appropriate. Expenses paid as alternative care count toward your Benefit Account Value. There is not a separate Benefit Account Value for this benefit.

WAIVER OF PREMIUM BENEFIT: We will waive the payment of each premium coming due after benefits have been payable under this Policy for at least 90 continuous days and while the Covered Person continues to receive benefits this Policy on a continuous basis (for Home Health Care, at least 5 days per week). The premium payment waived will be the premium amount based on your last mode of payment prior to the time your benefits commenced. The premium waived hereunder will be the premium applicable for this Policy and the Companion Policy, if any. Premium will be payable again on the premium due date next following the date the Covered Person no longer receives benefits under this Policy on a continuous basis.

LIFETIME WAIVER OF PREMIUM FOR SURVIVING INSURED SPOUSE: In the event of your death, premiums for your Spouse's Companion Policy will be waived until the earlier of the rest of his or her life or until the Benefit Account Value on the Companion Policy is exhausted. In order for the premium waiver to apply, all of the following conditions must be satisfied at the time of your death:

1. Both your Policy and the Companion Policy must be in force; and
2. Both policies must have been in effect for at least 5 years; and
3. No benefits were payable under either your Policy or the Companion Policy for the first 5 years that either of these Policies were in force; and
4. Your death must have occurred after the fifth policy anniversary.

BENEFIT ACCOUNT VALUE

Your Benefit Account Value is set forth in the Policy Schedule. The Benefit Account Value is the maximum amount we will pay under this Policy during your lifetime. The Benefit Account Value is reduced by all benefits paid under this Policy (with the exception of the cost of the Care Coordination services) until it is exhausted at which time the Policy terminates and no further benefits are payable.

CONDITIONS ON ELIGIBILITY FOR BENEFITS

Our payment of any benefit under this Policy is subject to the following: A) the Loss must be incurred after the Policy's Effective Date and while the Policy is in force; and B) the Covered Person must satisfy the Elimination Period which is set forth in the Policy Schedule. Benefits under the Policy close when then the Benefit Account Value is exhausted.

In addition, the Covered Person must satisfy one of the following requirements with regard to Nursing Home Care. 1) The Nursing Home Care must be certified as Medically Necessary by a Physician; 2) the Covered Person must be unable to perform, without Substantial Assistance of another person, two or more Activities of Daily living (ADLs); or 3) the Covered Person must require Substantial Supervision due to a Cognitive Impairment. With regard to Home Health Care, Assisted Living Facility Care, and Adult Day Care, the Covered Person must satisfy the requirements of 2) or 3) above. In order to qualify under 2) or 3) above, the Covered Person's Physician must perform such tests as are in accordance with accepted standards of medical practice, and based on such tests, certify to the existence of a Cognitive Impairment or inability to perform two or more Activities of Daily Living. Benefits are not payable for any period of time on a given day, during which Nursing Home Care or Home Health Care is not required.

LIMITATIONS

Coverage will not be duplicated under this Policy to the extent a benefit is available to you under Medicare (The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as Amended).

If you receive care or services covered under the **LONG TERM CARE BENEFITS FOR NURSING HOME CARE AND ASSISTED LIVING FACILITY CARE** or **LONG TERM CARE BENEFITS FOR HOME HEALTH CARE** benefit provisions on the same day, the maximum benefit payable for that day will be the Daily Maximum Benefit for Nursing Home Care/Assisted Living Facility Care shown in the Policy Schedule.

LIMITATIONS (continued)

We will not pay benefits in excess of the Benefit Account Value shown in the Policy Schedule.

Coverage for care or services provided outside the United States and its territories is limited to the Daily Maximum Benefit for Nursing Home Care/Assisted Living Facility Care or Home Health Care (whichever is applicable) up to a lifetime maximum of 90 days.

Pre-Existing Conditions: Losses due to Pre-Existing Conditions are covered immediately as any other Sickness provided they are disclosed in the application. Losses due to any conditions, Pre-Existing Conditions or otherwise, which are not disclosed in the application, will be treated in accordance with the Time Limit on Certain Defenses provision.

EXTENSION OF BENEFITS

Termination of coverage for any reason, including, but not limited to, failure to pay premiums when due, shall be without prejudice to any continuous claim for benefits for a Loss covered by this Policy, which began while this Policy was in force, subject to the exhaustion of the Policy's Benefit Account Value.

EXCLUSIONS

Benefits are not payable for Loss which is a result of: (1) Mental or Nervous Disorders (**Note: This exclusion does not apply to Alzheimer's Disease or other organic brain syndrome. These diseases are covered by the Policy like any other Sickness.**); (2) alcoholism and drug addiction; (3) declared or undeclared war or act thereof; (4) the Covered Person's participation in a felony, riot or insurrection; (5) attempted suicide or intentionally self-inflicted injury; and (6) Injury or Sickness for which a benefit is payable under any Worker's Compensation or Occupational Disease Law. In addition, this Policy does not pay benefits if the Covered Person would not be legally obligated to pay for the care or service in the absence of this insurance.

DENIAL OF CLAIMS

If a claim under this Policy is denied, we will provide a written explanation of the reasons for denial and make available all information directly relating to such denial, within 60 days of the date of a written request by the Covered Person or any person who is authorized to act on their behalf.

GENERAL PROVISIONS

ENTIRE CONTRACT: This Policy, along with the application and any attached papers, constitutes the entire contract between you and us. No change is valid until: (1) approved by one of our executive officers; and (2) endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

NOTICE OF CLAIM: We must receive written notice of a claim within six months of the date of Loss; if not, as soon as reasonably possible. Notice to the Administrative Office or authorized agent is acceptable. Notice should include name and policy number.

CLAIM FORMS: We will furnish forms to prove Loss. We will do so upon our receipt of notice of claim. If forms are not furnished within 15 days, you will be considered to have complied if, within the time for filing proof, you give us written proof specifically describing the Loss.

PROOF OF LOSS: You must give us written proof of Loss within six months of the Loss occurring. If you have a good reason for not doing so, we will not contest the claim. However, you must give us proof no later than one year from the time normally required unless you are legally incapable of doing so.

TIME OF PAYMENT OF CLAIMS: Benefits payable under this Policy for any Loss, other than Loss for which periodic payment is provided, will be paid upon receipt of written proof of Loss. Subject to written proof of Loss, all accrued benefits for Loss for which periodic payment is provided will be paid monthly. Any balance remaining unpaid at the end of our liability will be paid upon receipt of written proof.

PAYMENT OF CLAIMS: All benefits will be payable to you, unless you request payment to a third party. Any accrued benefits unpaid at your death will be paid to your Beneficiary.

PHYSICAL EXAMINATION: At our expense, we shall have the right and opportunity to examine you when and as often as we may reasonably require while a claim is pending or after notice of claim is given.

GENERAL PROVISIONS (continued)

LEGAL ACTIONS: No legal or equitable action may be brought to recover on this Policy sooner than 60 days after written Proof of Loss has been furnished to us. No action may be brought after 3 years from the time written proof of Loss is required to be given.

BENEFICIARY: The Beneficiary of any benefit or return of premium subsequent to your death is that person named in the application. If no Beneficiary is named, payments will be made to your estate. You may change your Beneficiary at any time. To do so, a written request on a form satisfactory to us must be made to our Administrative Office. When we record the change, it will take effect as of the date you signed it. The change will not apply to any payment made by us before the request was recorded.

TIME LIMIT ON CERTAIN DEFENSES: This Policy is issued based on the information contained in the application. Any inaccuracies, misstatements or omissions in your application may cause this Policy to be rescinded or a claim for a Loss incurred denied as follows:

- a) During the first six months following the Effective Date of Coverage, we may deny a claim for a Loss incurred which is due to a Pre-Existing Condition that was not disclosed in the application. Additionally, we may rescind this Policy upon a showing of misrepresentation that is material to the acceptance of the coverage.
- b) For a Policy that has been in force for at least six months, but less than two years, we may rescind it upon a showing of misrepresentation that is both material to the acceptance of coverage, and which pertains to the condition for which benefits are sought.
- c) For a Policy that has been in force for two years, we may rescind it only upon a showing that there was knowing and intentional misrepresentation of relevant facts relating to your health.

GRACE PERIOD: A grace period of 31 days is granted for the payment of each premium due after the first premium, during which time the Policy continues in force. When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

THIRD PARTY LAPSE DESIGNEE: Unless you declined to do so in your application, you named a third party as your authorized designee to be notified when the lapse of your Policy is imminent. It is our responsibility to notify you and this designee prior to cancelling your Policy due to lack of premium payment. This notification will be given at least 30 days before the effective date of the lapse. Notice shall be given by first class United States mail, postage prepaid, and shall be deemed to have been given as of 5 days after the date of mailing. You may change your designee at any time by giving us written notice.

REINSTATEMENT: If the renewal premium is not paid before the Grace Period ends, this Policy will lapse. If this Policy lapses, it may be reinstated at our option. In order to request reinstatement you must complete a reinstatement application, pay all premium then due and return the application and premium to our Administrative Office for approval. If we approve your reinstatement application, the Policy will be reinstated as of the date of our approval. If we disapprove your application, you will be notified in writing within 45 days from the date we receive your reinstatement application. The reinstated Policy will cover only Loss resulting from accidental Injury as may occur after the date of reinstatement and Loss due to Sickness as may begin more than 10 days after that date. In all other respects, both your rights and our rights under the Policy will be the same as before termination subject to any provisions endorsed hereon or attached in connection with the reinstatement. Any premiums we accept for a reinstatement will be applied to a period for which premiums have not been paid. No premium will be applied to any period more than 60 days before the date of reinstatement.

EXTENDED REINSTATEMENT: Within 6 months after the Policy lapses for nonpayment of the Renewal Premium, you or any authorized person acting on your behalf, may request reinstatement of the Policy if you were diagnosed as having a Cognitive Impairment or Loss of Functional Capacity at the time the Policy lapsed. We may request that a Physician or other Licensed Health Care Practitioner certify that diagnosis of Cognitive Impairment or Loss of Functional Capacity was established at the time the Policy lapsed. Upon receipt of such certification, the Policy will be reinstated without evidence of insurability. The reinstated Policy will cover Loss which occurred from the date the Policy lapsed at the same level of benefits provided prior to reinstatement. Premium must be paid from the date of the last premium payment prior to reinstatement.

GENERAL PROVISIONS (continued)

MISSTATEMENT OF AGE: If your age has been misstated, all amounts payable shall be such as the premium paid would have purchased at the correct age. If, as a result of such misstatement, we issued a Policy which would not have been issued to you had such misstatement not occurred, our liability under any such Policy will be limited to refund of the premium paid.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy, which on its Effective Date conflicts with the statutes of your state is hereby amended to conform to its minimum requirements.

UNPAID PREMIUM: Any premium which is due and unpaid may, at our sole discretion, be deducted from a claim payment.

ADMINISTRATIVE REMEDIES: Any controversy arising out of or relating in any manner to this Policy, including without limitation any disputes relating to a claim for benefits, is subject to certain administrative procedures that must be exhausted by the Policyholder or the Covered Person (collectively "Policyholder") prior to the Policyholder pursuing any other remedy that may be available in law or equity. These administrative remedies are: (a) Appeal of Decision; and (b) Arbitration.

(a) Appeal of Decision

1. If the Company makes a decision which the Policyholder wishes to appeal, a written request must be sent within sixty (60) days of the date of the Company's written notice of that decision. The appeal shall be addressed to Conseco Senior Health Insurance Company, Attn: V.P., Claims, 11815 North Pennsylvania Street, Carmel, IN 46032.
2. The Policyholder's written request must provide:
 - (a) The Policy number, name of the Policyholder and Covered Person, and a written statement of the reasons for the appeal and the facts of the matter; and
 - (b) Copies of any evidence or other supporting documentation.
3.
 - (a) Within forty-five (45) days after the date of receipt of a timely-filed request for consideration, the Company must provide written notice to the Policyholder that:
 - (i) the decision has been reversed or modified;
 - (ii) the decision has been reaffirmed; or
 - (iii) additional information is being requested from the Policyholder (which shall include any information from third parties, such as health care providers).
 - (b) Within thirty (30) days after the request information is received, the Company must notify the Policyholder as provided in (a) and (b) herein.
 - (c) If the Policyholder does not provide the information request within sixty (60) days of the requesting date, the Company will reconsider the decision based on the information in the file.

(b) Arbitration

After exhaustion of the Appeal of Decision procedures, any dispute arising out of or related in any manner to the Policy that remains shall be settled by arbitration in accordance with the Insurance Dispute Resolution Program, as amended, and as administered by the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, we have caused this Policy to be signed by our President and Secretary.



President



Secretary

Countersignature of Resident Licensed Agent:

(If required by State Law)

**IMPORTANT NOTICE TO PERSONS ON MEDICARE
THIS INSURANCE DUPLICATES SOME MEDICARE BENEFITS**

This is not Medicare Supplement Insurance

Federal law requires us to inform you that this insurance duplicates Medicare benefits in some situations.

- This is long term care insurance that provides benefits for covered nursing home and home care services.
- In some situations, Medicare pays for short periods of skilled nursing home care, limited home health services and hospice care.
- This insurance does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement Insurance.

Neither Medicare nor Medicare Supplement Insurance provides benefits for most long term care expenses.

Before You Buy This Insurance

- ✓ Check the coverage in all health insurance policies you already have.
- ✓ For more information about long term care insurance, review the *Shopper's Guide to Long Term Care Insurance*, available from the insurance company.
- ✓ For more information about Medicare and Medicare Supplement Insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.
- ✓ For help in understanding your health insurance, contact your state insurance department or state senior insurance counseling program.

**SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA
BENSALEM, PENNSYLVANIA**

Administrative Office: 1289 City Center Dr.
Carmel, Indiana 46032
1-877-450-5824

COMPANY NAME CHANGE ENDORSEMENT

The name of the insurance company that issued your policy or certificate is changed from Conseco Senior Health Insurance Company to Senior Health Insurance Company of Pennsylvania. It is the same as if it had been issued originally under the name of Senior Health Insurance Company of Pennsylvania.

All other terms of your policy or certificate remain unchanged.

This endorsement becomes a part of your policy or certificate and should be attached thereto.

IMPORTANT

All inquiries should be directed to Senior Health Insurance Company of Pennsylvania;
1289 City Center Dr., Carmel, Indiana 46032



**Executive Vice President/
Chief Operating Officer**

Home Office: Bensalem, Pennsylvania
Administrative Office: 11815 North Pennsylvania Street, Carmel, Indiana 46032

(Herein called "this Rider")

This Rider is a part of the Policy to which it is attached. That Policy is called "the Policy" in this Rider. This Rider is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Rider.

CONSIDERATION - EFFECTIVE DATE - TERM

We have issued this Rider in consideration of: (a) the statements in the application for the Rider; and (b) the advance payment of the Rider Modal Premium. (EXCEPTION: During the time, if any, that it is agreed between the Policyowner and Conseco Senior Health that premiums will be billed and remitted through payroll deduction or credit union share account deduction, the premium is due on the date indicated in the billing provided to the administrator coordinating premium payments on the Policyowner's behalf). This Rider takes effect at the same time and will continue for the same term as the Policy unless a different Rider Effective Date or Rider Premium Mode is indicated below.

RENEWABILITY - TERMINATION

This Rider is renewable at the same time and under the same terms as the Policy, and is subject to the payment of the Rider Modal Premium. If no Rider Modal Premium is shown below, it is included in the Policy premium shown in the Policy Schedule. Premium rates for this Rider may be changed in the same way as premium rates for the Policy. This Rider will terminate on the earliest of: 1) the date the Policy terminates; or 2) the end of the last period for which the Rider Modal Premium required to keep this rider in force is paid, subject to the "Grace Period" in the Policy.

AUTOMATIC BENEFIT INCREASE

On the first anniversary date of the Rider Effective Date and on each subsequent anniversary date that the Benefit Account Value has not been exhausted, we will automatically increase the Daily Maximum Benefit and the Benefit Account Value. The respective annual benefit increases will be equal to 3% of the Daily Maximum Benefit amount and the remaining Benefit Account Value (the Benefit Account Value reduced by any benefits paid) in effect on the anniversary date. If at any time you elect to change your Daily Maximum Benefit or Benefit Account Value amount, the percentage is applied to the new Daily Maximum Benefit or Benefit Account Value, whichever is applicable.

If your Policy lapses and is subsequently reinstated along with this Rider, the benefit increases will be deferred by the period of time that the Rider was not in force.

This area will be left blank unless Rider Effective Date differs from Policy Effective Date

A Part of Policy Number

Covered Person

Rider Effective Date

Rider Premium Mode

Rider Modal Premium

In Witness Whereof, we have caused this Rider to be signed by our President.

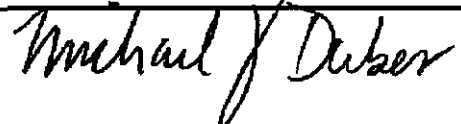

President

EXHIBIT A-5

[REDACTED] R [REDACTED]

[REDACTED]

**THIS IS YOUR POLICY WITH
SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA
IF YOU HAVE A CLAIM OR QUESTIONS CALL OUR
CUSTOMER SERVICE DEPARTMENT TOLL FREE AT
1-877-451-5824**

**WE ARE PROUD TO HAVE YOU AS A POLICYHOLDER AND LOOK
FORWARD TO PROVIDING YOU WITH THE BEST POSSIBLE
SERVICE!**

Policy No.: See Schedule

LONG TERM CARE INSURANCE POLICY

TRANSPORT LIFE INSURANCE COMPANY

(A Stock Company)

714 Main Street

Fort Worth, Texas 76102

INSURING PROVISION

TRANSPORT LIFE INSURANCE COMPANY (hereinafter called the Company, we, us or our) insures the person (hereinafter called the Insured, you or your) named in the Schedule. The Company will provide the benefits stated in this Policy, subject to its provisions.

CONSIDERATION

This Policy is issued in consideration of the payment of the initial premium and with reliance on the statements and agreements made in the Application, a copy of which is attached hereto.

All periods of insurance shall begin and end at 12:00 noon, Standard Time, at the residence of the Insured. All premium due dates are determined from the Policy Date.

If the proper premium is not paid before the end of the grace period, this Policy will terminate. Such termination shall be without prejudice to any claim for any loss incurred prior to termination.

GUARANTEED RENEWABLE FOR LIFE SUBJECT TO COMPANY'S RIGHT TO CHANGE PREMIUMS

This Policy is guaranteed renewable for life by payment of the premium, at the rate then in effect, prior to the expiration of the grace period. If premiums are paid on time, the Company cannot cancel the Policy or place any restrictive rider or endorsement on it.

The Company reserves the right to change the renewal premium rates for this Policy. Any change shall apply to all policies of this form in force in the state of residence of the Insured. The rate change shall be in accordance with the underwriting class of the Insured on the Policy Date.

IMPORTANT NOTICE! PLEASE READ!

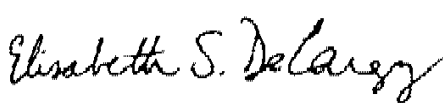
This Policy was issued on the basis of the information shown in your Application, a copy of which is attached. Any information acquired by an agent of the Company which is not contained in the Application shall not be binding upon the Company. If, to the best of your knowledge and belief, there is any misstatement in your Application, or if any past medical history requested in the Application has been omitted, please write to us within 10 days regarding the incorrect or omitted information; otherwise, this Policy may not be a valid contract. Only an officer of the Company may change, waive or alter the terms and conditions of this Policy or the Application.

NOTICE OF 30-DAY RIGHT TO EXAMINE POLICY

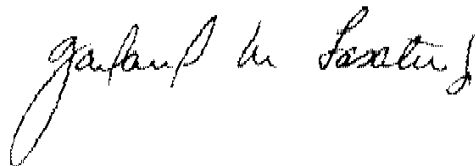
If the Insured is not satisfied with this Policy for any reason, the Policy may be returned to the Company at its Home Office, or to the agent through whom it was purchased, within 30 days of its delivery, and the Company will refund any premium paid. In this event, the Policy shall be void from the beginning and the Insured and the Company shall be in the same position as if no Policy had been issued.

This Policy is signed for Transport Life Insurance Company by its Secretary and President.

TRANSPORT LIFE INSURANCE COMPANY



Secretary



President

This Policy has been approved as a "Long Term Care Insurance Policy" meeting the requirements of Florida law.

Notice to Buyer: This Policy may not cover all of the costs associated with long term care which may be incurred by the buyer during the period of coverage. The buyer is advised to periodically review this Policy in relation to changes in the cost of long term care.

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SCHEDULE

ANNUAL PREMIUM
\$924 00

ELIMINATION PERIOD 0 DAYS

PRIOR HOSPITAL CONFINEMENT NONE REQUIRED

LONG TERM CARE BENEFIT
DAILY BENEFIT AMOUNT \$100 00

HOME HEALTH CARE BENEFIT
DAILY BENEFIT \$50 00

ADULT DAY CARE BENEFIT
DAILY BENEFIT \$25 00

MAXIMUM BENEFIT PERIOD LIFETIME
(PER PERIOD OF CARE)

LIFETIME MAXIMUM BENEFIT DAYS UNLIMITED

INFLATION PROTECTION RIDER 230 40

TOTAL PREMIUM \$1 154 40

R

POLICY NUMBER

POLICY DATE

1992

FL

INITIAL PREMIUM

\$96 20

MODE

MONTHLY

DEFINITIONS

For the purposes of this Policy and wherever used in this Policy, the following definitions will apply:

ADULT DAY CARE CENTER: A facility which:

1. is state licensed, if the state in which the facility is located licenses Adult Day Care facilities; or
2. if licensing is not available in the state in which the facility is located, the facility must:
 - (a) provide or be able to arrange for nursing care under the supervision of an R.N.; provide planned therapeutic, social, and educational activities; maintain written records of services provided to each patient; and have a full-time administrator; and
 - (b) provide or arrange to provide; necessary assistance in activities of daily living; physical and restorative therapy; and nutritional services and counseling.

CONVALESCENT CARE FACILITY: An institution which:

1. is licensed by the state as a convalescent nursing facility, a skilled nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and
2. is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a graduate registered nurse (R.N.); and
3. maintains a record of each patient which is available for review by the Company; and
4. administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the injury or Sickness causing the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care; training or education; care of the aged; or treatment of alcoholism, chemical dependency, tuberculosis or mental or nervous disorders.

ELIMINATION PERIOD: The number of days for which benefits would otherwise be payable during each Period of Care that must be satisfied before benefits are payable under this Policy and attached Riders, if any. The Elimination Period, if any, is shown in the Schedule.

HOME HEALTH CARE: A program of nursing care, physical therapy, occupational therapy, speech therapy, or the services of home health aides, social workers or clinical psychologists. The program or services must be: primarily medical, therapeutic, or personal care services; medically necessary; prescribed by a Physician; provided by trained personnel, other than you or a member of your family, employed by a Home Health Care Agency; and provided in your home, another private home, a home for the retired or aged or a place which provides residential care. Personal services are services such as aid in dressing, bathing, eating, using the toilet and other like services.

HOME HEALTH CARE AGENCY: An agency or organization which is appropriately licensed (if such licensing is required in the state where such agency operates) or is state or federally certified to provide Home Health Care supervised on a full-time basis by a Physician or a registered nurse; and which maintains a complete medical record of each patient.

HOSPICE FACILITY: An institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

HOSPITAL: An institution which:

1. is licensed as a Hospital and operated pursuant to law; and
2. is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and major surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and
3. provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged; or is principally an institution for the care and treatment of alcoholics or drug addicts.

INJURY: An accidental bodily injury sustained while your coverage is in force which directly and independently of Sickness and other causes results in loss covered by this Policy.

LONG TERM CARE: Nursing services which are furnished pursuant to the orders of a Physician.

MAXIMUM BENEFIT PERIOD: The maximum number of days for which benefits payable under this Policy and attached Riders, if any, will be paid for any one Period of Care. The Maximum Benefit Period is shown in the Schedule.

MENTAL OR NERVOUS DISORDER: A neurosis, psychoneurosis, psychopathy, psychosis or mental or emotional disease or disorder of any kind.

PERIOD OF CARE: A period during which you require care for which benefits are listed in the Schedule. A Period of Care begins on the first day you require such care and ends when you do not require such care for a period of 180 consecutive days.

PHYSICIAN: A practitioner of the healing arts, who is duly licensed by the state to treat the Injury or Sickness causing the loss, who is not a member of your family or the owner or an employee of the Convalescent Care Facility or Hospice Facility where you are confined.

POLICY DATE: The Policy Date shown in the Schedule; provided satisfactory evidence of insurability is accepted by and the required premium is paid to the Company.

PREEXISTING CONDITION: A condition for which medical advice or treatment was recommended by or received from a Physician within 6 months before the Policy Date.

SICKNESS: A Sickness, disease or physical impairment which first manifests itself while your coverage is in force.

BENEFITS

Benefits will be paid as described below, subject to the Maximum Benefit Period. Payment will not be made for more than one benefit provided under this Policy and attached Riders, if any, for any given day.

A. **LONG TERM CARE BENEFIT:** If you are confined in a Convalescent Care Facility or in a Hospice Facility and receive Long Term Care as the result of Injury or Sickness, we will pay, after the end of the Elimination Period, if any, the Daily Benefit Amount shown in the Schedule for each day of confinement.

Benefits will be paid only if your confinement:

1. is recommended by a Physician;
2. begins while your coverage is in force; and
3. if confinement in a Convalescent Care Facility is medically necessary for treatment of Injury or Sickness.

B. **HOME HEALTH CARE BENEFIT:** If you receive Home Health Care as a result of Injury or Sickness, we will pay, after the end of the Elimination Period, if any, the Daily Benefit shown in the Schedule for each day you receive such care.

C. **ADULT DAY CARE BENEFIT:** If you receive care in an Adult Day Care Center as a result of Injury or Sickness, we will pay, after the end of the Elimination Period, if any, the Daily Benefit shown in the Schedule for each day you receive such care.

D. **LIFETIME MAXIMUM BENEFIT DAYS:** This coverage shall terminate and no further benefits will be paid once benefits have been paid under this Policy and any attached Riders for a total number of days equal to the Lifetime Maximum Benefit Days shown in the Schedule. Any premium paid for a period after termination will be refunded.

E. **WAIVER OF PREMIUM BENEFIT:** If benefits are payable under the Long Term Care Benefit for a period of 90 consecutive days of confinement in a Convalescent Care Facility or a Hospice Facility, we will change the premium mode to monthly, if other than monthly, and will waive the payment of any monthly premiums becoming due thereafter during the continuance of confinement. Proof of continuing confinement must be submitted to us. When confinement in the Convalescent Care Facility or Hospice Facility ceases or confinement in a Convalescent Care Facility is no longer medically necessary, the waiver of premium provision will cease and the prior premium mode will be restored.

PREEXISTING CONDITION LIMITATION

No benefits are provided for any Period of Care which commences within the three-month period following the Policy Date, if such Period of Care is due to a Preexisting Condition.

OTHER LIMITATIONS AND EXCLUSIONS

Benefits are not provided for:

- A. rest cures, nervous or mental disorders without demonstrable organic cause (this will not exclude loss due to Alzheimer's disease, Parkinson's disease or senile dementia which begins while this Policy is in force);
- B. Injury or Sickness caused by war or any act of war, declared or undeclared;
- C. Intentionally self-inflicted Injury;
- D. alcoholism or chemical dependency unless dependency results from administration of drugs pursuant to treatment by a Physician; or
- E. confinement or treatment covered by Worker's Compensation or employer's liability law.

PREMIUMS

PAYMENT OF PREMIUM: Each premium for coverage is payable on or before the Premium Due Date at our Home Office in Fort Worth, Texas. Payment of a premium shall not maintain coverage in force beyond the period for which such premium is paid.

The Premium Due Date for any insurance or increase in insurance will be the Policy Date and the same day of each month thereafter.

RIGHT TO CHANGE RATES: We reserve the right, subject to 45 days prior written notice to you, to establish new premium rates; such rates will be effective as of the following Premium Due Date for all Insureds in your class of Insureds who have this Policy.

GRACE PERIOD: A grace period of 31 days will be granted for the payment of each premium due after the first premium; during such grace period, your Policy shall continue in force.

REINSTATEMENT: If any renewal premium is not paid within the time you are granted for payment, a subsequent acceptance of premium by us, without requiring in connection therewith an application for reinstatement, shall reinstate coverage; provided, however, that if we require application for reinstatement and issue a conditional receipt for the premium tendered, your 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 coverage shall cover only loss resulting from accidental injury sustained after the date of reinstatement and loss due to Sickness beginning more than ten days after the date of reinstatement. In all other respects, you and we shall have the same rights as provided under the Policy immediately preceding the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

NOTICE, PROOF OF LOSS AND PAYMENT OF BENEFITS

NOTICE OF CLAIM: Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered hereunder. Notice given by or on behalf of the claimant to us at our Home Office in Fort Worth, Texas, with information sufficient to identify the individual whose Injury or Sickness is the basis of claim will be considered notice to us.

CLAIM FORMS: Upon receipt of written notice of claim, we will furnish forms for the filing of proofs of loss. If such forms are not furnished within 15 days after receipt of notice, the claimant will be considered to have complied with the requirements of this Policy if written proof of loss is submitted within the time fixed herein for filing such proof.

PROOF OF LOSS: Written proof of loss must be furnished to us within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to furnish proof within such time; provided proof is furnished as soon as is 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 BENEFITS: Benefits payable under this Policy will be paid immediately upon receipt of due written proof of loss.

PAYMENT OF BENEFITS: All benefits will be payable to you. Any accrued benefit unpaid in the event of your death will be paid to your spouse, if living, otherwise to your estate. We may pay benefits up to \$3,000 to any relative by blood or connection by marriage of yours who is deemed by us to be equitably entitled thereto if benefits are payable to your estate; or to a person who is a minor or otherwise not competent to give a valid release. Any payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of such payment.

PHYSICAL EXAMINATION: We will, at our own expense, have the right and opportunity to examine you, where it is not forbidden by law, as often as we may reasonably require during the pendency or continuance of a claim.

CLAIM APPEAL PROCESS: Despite a procedure of treating each claim submission fairly, based on the facts surrounding the loss, some claim decisions need further review. A claimant may have additional information which could change the decision or may wish a review of the decision. There is an appeal process to provide a full and fair review of the proof of loss. Each claimant is notified of the right to appeal and the appeal process at the time an initial claim decision is made.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days following completion of all administrative procedures to recover benefits. No action shall be brought after the expiration of the statute of limitations after the time written proof of loss is required to be furnished.

GENERAL PROVISIONS

FREE CHOICE OF PHYSICIAN: You have free choice of Physician.

WORKER'S COMPENSATION NOT AFFECTED: This Policy is not in lieu of and does not affect any requirement for coverage by Worker's Compensation Insurance.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of such statutes.

MISSTATEMENT OF AGE: If your age has been misstated, all amounts payable under this Policy shall be adjusted by the ratio of the premium for the correct age to the premium for the age in your Application.

ASSIGNMENT: Any assignment of your interest under this Policy must be in writing. It must be filed in our Home Office in Fort Worth, Texas, prior to payment of any benefit. We assume no responsibility for the validity of any assignment.

ENTIRE CONTRACT; CHANGES: This Policy, including any attachments and Riders, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an officer of the Company and such approval has been endorsed hereon or attached hereto. No other person has the authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: (A) After two years from the Policy Date, no misstatements, except fraudulent misstatements, made in the Application shall be used to void the Policy or to deny a claim for loss incurred after the expiration of such two year period; (B) No claim for loss incurred after three months from the Policy Date shall be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description had existed prior to the Policy Date.

TRANSPORT LIFE INSURANCE COMPANY

714 Main Street, Fort Worth, Texas 76102

Policy Endorsement

The Policy to which this Endorsement is attached is hereby modified by the following:

ALTERNATE PLAN OF CARE

If you would otherwise require confinement in a Convalescent Care Facility, we may pay for the cost of services under a written alternate plan of care, if appropriate alternative care is a medically acceptable option.

The alternate plan may be initiated by you or us. It will be developed by health care professionals and consistent with generally accepted medical practice. Those parts which are mutually agreeable to you, your Physician and us will be adopted.

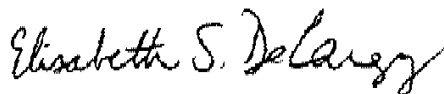
The alternate plan of care may detail: (1) special treatment; (2) different sites of care; or (3) different levels of care. Suggested services and benefit levels may be different from, or not otherwise covered by the certificate. If so they will be paid at levels specified in the alternate plan of care.

The total of all benefits paid under the Policy and this Endorsement will not exceed the Maximum Benefit, if any, payable for a Convalescent Care Facility confinement due to the same or related causes within a Period of Care.

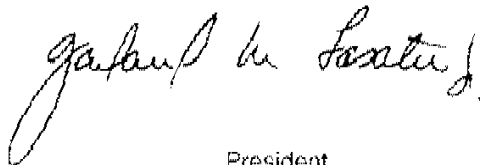
Maximum Benefit means the Long Term Care Benefit shown in the Schedule times the Maximum Benefit Period shown in the Schedule.

This Endorsement is effective on the Policy Date, shown in the Schedule.

TRANSPORT LIFE INSURANCE COMPANY



Secretary



President

TRANSPORT LIFE INSURANCE COMPANY

714 Main Street, Fort Worth, Texas 76102

ENDORSEMENT T

NOTICE. This Endorsement is made a part of the Policy to which it is attached. This Endorsement is subject to all the definitions, provisions, exceptions and limitations of the Policy which are not inconsistent with the provisions of this Endorsement.

- 1.1 The section in your policy entitled "Preexisting Condition Limitation" is deleted.
2. The General Provision in your policy entitled "TIME LIMIT ON CERTAIN DEFENSES" is deleted and the following is added:

TIME LIMIT ON CERTAIN DEFENSES: After six months from the Policy Date, no misstatements, except fraudulent misstatements, made in the Application shall be used to void the Policy or to deny a claim for loss incurred after the expiration of such six month period.

TRANSPORT LIFE INSURANCE COMPANY

Elisabeth S. DeLaney

Secretary

Garland W. Lester, Jr.

President

TRANSPORT LIFE INSURANCE COMPANY

714 Main Street, Fort Worth, Texas 76102

ENDORSEMENT

NOTICE. This Endorsement is made a part of the Policy to which it is attached. This Endorsement is subject to all the definitions, provisions, exceptions and limitations of the Policy which are not inconsistent with the provisions of this Endorsement.

Under the Benefits caption of your policy, Section A entitled "Long Term Care Benefit" and Section E entitled "Waiver of Premium Benefit" are deleted and the following are added:

- A. LONG TERM CARE BENEFIT:** If you are confined in a Convalescent Care Facility or in a Hospice Facility we will pay, after the end of the Elimination Period, if any, the Daily Benefit Amount shown in the Schedule for each day of confinement.

Benefits will be paid if your confinement begins while your coverage is in force and any one of the following three conditions is satisfied:

- 1) You receive Long Term Care and your confinement is recommended by a Physician and is medically necessary for treatment of Injury or Sickness; or
- 2) You are completely dependent on the help of others for performing two of the following five activities of daily living:

Eating, Bathing, Dressing, Toileting, Transferring; or

- 3) You have a cognitive impairment which renders you unable to take care of yourself without the help or supervision of another person because of a deficiency in the ability to think, perceive, reason or remember.

The Company may require an on-site assessment to determine that conditions 2 and/or 3 above are satisfied. Such assessment will be at the Company's expense and will be performed by a physician, nurse, paramedic or other licensed health care professional.

- E. WAIVER OF PREMIUM BENEFIT:** If benefits are payable under the Long Term Care Benefit for a period of 90 consecutive days of confinement in a Convalescent Care Facility or a Hospice Facility, we will change the premium mode to monthly, if other than monthly, and will waive the payment of any monthly premiums becoming due thereafter during the continuance of confinement. Proof of continuing confinement must be submitted to us. When confinement in the Convalescent Care Facility or Hospice Facility ceases or none of the three conditions in Benefit A are satisfied, the waiver of premium provision will cease and the prior premium mode will be restored.

DEFINITIONS

EATING: Using standard dining utensils to take food from a plate or other container and place it into the mouth for ingestion. Eating does not include shopping or meal preparation.

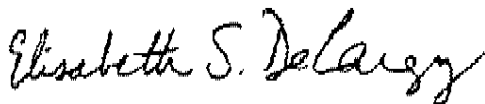
BATHING: Getting into a tub or shower, cleansing and rinsing all or part of the body, exiting from the tub or shower and using a towel to dry.

DRESSING: Putting on and removing ordinary items of clothing.

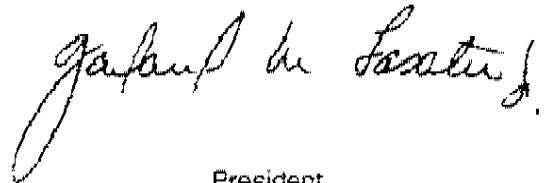
TOILETING: Getting on and off a toilet, performing associated personal hygiene, and arranging clothing.

TRANSFERRING: Moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed.

TRANSPORT LIFE INSURANCE COMPANY



Secretary



President

CONSECO SENIOR HEALTH INSURANCE COMPANY

Administrative Office: 11825 N. Pennsylvania Street

Carmel, IN 46032

1-800-441-3978

AMENDMENT RIDER

This Amendment is a part of the Policy to which it is attached and is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Amendment. For inquiries, information or for assistance in resolving a complaint, please contact the company at the telephone number provided above.

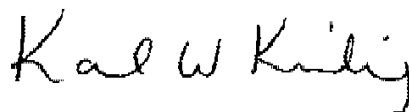
This Amendment takes effect on July 1, 2008.

The Policy is hereby amended to state that the Policy shall be incontestable after it has been in force for a period of two (2) years from the date the Policy was issued to you, except for nonpayment of premiums.

This Amendment supersedes any conflicting language in the Policy.

In all other respects, the Policy shall remain the same.

In witness whereof, we have caused this Amendment to be signed by our Secretary.



Secretary

SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA

BENSALEM, PENNSYLVANIA

**Administrative Office: 1289 City Center Dr.
Carmel, Indiana 46032
1-877-450-5824**

COMPANY NAME CHANGE ENDORSEMENT

The name of the insurance company that issued your policy or certificate is changed from Conesco Senior Health Insurance Company to Senior Health Insurance Company of Pennsylvania. It is the same as if it had been issued originally under the name of Senior Health Insurance Company of Pennsylvania.

All other terms of your policy or certificate remain unchanged.

This endorsement becomes a part of your policy or certificate and should be attached thereto.

IMPORTANT

All inquiries should be directed to Senior Health Insurance Company of Pennsylvania,
1289 City Center Dr., Carmel, Indiana 46032



**Executive Vice President/
Chief Operating Officer**

TRANSPORT LIFE INSURANCE COMPANY

714 Main Street, Fort Worth, Texas 76102

INFLATION PROTECTION RIDER

NOTICE. This Rider is made a part of the Policy to which it is attached. It takes effect on the later of the Policy Date shown in the Schedule or the Rider Date, shown below, if different from the Policy Date, and in consideration of the payment, in advance, of the first premium shown in the Schedule. This Rider is subject to all the definitions, provisions, exceptions and limitations of the Policy which are not inconsistent with the provisions of this Rider.

While this Rider and the Policy remain in force, the benefit payable for any day will increase as follows: on each anniversary of the Rider Date shown below the daily benefit will increase by 5%, compounded annually, of the benefit specified in the Schedule. The increase for each year will be available on the rider anniversary date, even if you are receiving benefits under the Policy.

The Company will provide this benefit in consideration of the payment of the premium for this Rider.

Rider Date if different from the Policy Date: _____.

TRANSPORT LIFE INSURANCE COMPANY

Elisabeth S. DeLargy
Secretary

James Richardson
President

EXHIBIT A-6

[REDACTED] S [REDACTED]

[REDACTED]

**THIS IS YOUR POLICY WITH
SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA
IF YOU HAVE A CLAIM OR QUESTIONS CALL OUR
CUSTOMER SERVICE DEPARTMENT TOLL FREE AT
1-877-450-5824**

**WE ARE PROUD TO HAVE YOU AS A POLICYHOLDER AND LOOK
FORWARD TO PROVIDING YOU WITH THE BEST POSSIBLE
SERVICE!**

**TRANSPORT LIFE INSURANCE COMPANY
(We, Us, Our)**

**714 Main Street
Fort Worth, Texas 76102**

LONG TERM CARE INSURANCE POLICY

NOTICE TO BUYER: This Policy may not cover all of the costs you incur associated with long term care during the period of coverage. You are advised to review all Policy limitations carefully.

RENEWAL CONDITIONS - GUARANTEED RENEWABLE FOR LIFE

This Policy is guaranteed renewable for life if you pay the premium when due or within the Grace Period. If you pay the premium on time, we cannot cancel the Policy or place any restrictions on it. We may change the premium rates for this Policy. If we do change such premiums, we will do so only if we change the premiums for all policies which have the same form number as this Policy and which were issued in the same class and in the same state as this Policy.

IMPORTANT NOTICE - PLEASE READ!

This Policy was issued based on your responses to the questions on your Application. A copy of your Application is attached and is a part of this Policy. Please read it and check to see that the information is correct and complete. If any requested medical history has been left out, or if there is an error, **please notify us within 10 days**. If your answers are incorrect or untrue, we have the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises!

30-DAY RIGHT TO EXAMINE POLICY

PLEASE READ YOUR POLICY CAREFULLY - THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US. If you are not satisfied for any reason, return the Policy to us or our agent within 30 days after you receive it. We will refund your premium and the Policy will be void.

This Policy is signed for Transport Life Insurance Company by its President and Secretary.

TRANSPORT LIFE INSURANCE COMPANY

Garland M. Foster Jr.
President

Elizabeth S. DeLong
Secretary

This Policy has been approved as a "Long Term Care Insurance Policy" meeting the requirements of Florida law.

11001-FL

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"SPECIMEN"

SCHEDULE

THIS SCHEDULE CONTAINS IMPORTANT BENEFIT PERIODS, AND BENEFIT AMOUNTS YOU HAVE SELECTED AND THE PREMIUMS FOR YOUR POLICY

THE FOLLOWING ELIMINATION PERIOD APPLIES TO ALL OF THE BENEFITS COVERED BY THE POLICY

ELIMINATION PERIOD

0 DAY

NURSING HOME CARE BENEFITS - THE FOLLOWING PERIODS AND AMOUNTS APPLY TO COVERED EXPENSES FOR NURSING HOME CARE

DAILY BENEFIT AMOUNT
MAXIMUM DAYS

\$100 00
LIFETIME

HOME HEALTH CARE, HOSPICE, ADULT DAY CARE, RESPITE CARE AND HOMEMAKER BENEFITS - THE FOLLOWING PERIODS AND AMOUNTS APPLY TO COVERED EXPENSES FOR HOME HEALTH CARE, HOSPICE CARE, ADULT DAY CARE, RESPITE CARE AND HOMEMAKER CARE. THE DAILY BENEFIT AMOUNT IS LIMITED TO 80% OF THE ACTUAL CHARGES, BUT NOT TO EXCEED THE AMOUNT SHOWN BELOW

DAILY BENEFIT AMOUNT
MAXIMUM DAYS
RESPITE CARE MAXIMUM DAYS

\$100 00
LIFETIME
14 DAYS PER POLICY YEAR

BASE POLICY \$1,075.20

INFLATION PROTECTION RIDER

\$511.20

INSURED Your Policy is effective on the POLICY DATE

1993

S

POLICY NUMBER

FL

INITIAL PREMIUM

\$420.40

MODE

QUARTERLY

11001-A-FL

INSURING PROVISION

We agree to pay you the benefits provided by this Policy, subject to its definitions, provisions, limitations and exceptions.

CONSIDERATION

We have issued this Policy in consideration of the Application and payment of the first premium on or before the Policy Date.

Coverage begins and ends on the Policy Date at 12 noon, standard time, at your residence. The Policy will remain in force for any period for which the premium is paid when due or during the grace period.

DEFINITIONS

This section provides the meaning of special terms used in this Policy.

ADULT DAY CARE CENTER: A facility

1. Is licensed or certified by the state as an adult day care facility; or

2. If licensing is not available in the state in which the facility is located, the facility must:

(a) Provide or be able to arrange for nursing care under the supervision of an R.N.; provide planned therapeutic, social, and educational activities; maintain written records of services provided to each patient; and have a full-time administrator; and

(b) Provide or arrange to provide:

1. Necessary assistance in:

Bathing (washing yourself, including a sponge bath, with or without extra equipment);

Dressing (putting on and taking off clothing);

Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);

Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);

Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed);

2. Physical and restorative therapy; and

3. Nutritional services and counseling.

4. Constant supervision because a Doctor has determined you have a cognitive impairment which results in such a need. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

DOCTOR: A person who is:

1. Licensed by the state in which he or she practices to treat the injury or sickness covered under this Policy; and
2. Acting within the scope of his or her license.

A Doctor does not mean someone who is a member of your Family or the owner or an employee of the Nursing Home or Hospice where you are confined.

FAMILY: You, your spouse, your brothers, your sisters, your step-brothers, your step-sisters, your children, your step-children and your grandchildren.

HOME HEALTH CARE AGENCY: An agency or organization which is appropriately licensed (if such licensing is required in the state where the agency operates) or is state or federally certified to provide home health care supervised on a regular basis by a Doctor or a registered nurse; and which maintains a complete medical record of each patient.

HOSPICE: A place which provides a formal program of care which is: (1) for terminally ill patients whose life expectancy is less than 6 months; (2) provided on an inpatient basis; and (3) directed by a Doctor. It must be licensed, certified or registered in accordance with state law.

NURSING HOME: A place which:

1. Is licensed by the state as a convalescent nursing facility, a skilled nursing facility, a convalescent hospital, a convalescent unit of a hospital, an intermediate care facility, or a custodial care facility; and
2. Provides skilled, intermediate, or custodial nursing care under the supervision of a Doctor or graduate registered nurse; and
3. Provides 24-hour nursing service by or under the supervision of a licensed nurse; and
4. Maintains a daily medical record of each patient which is available for review by the Company.

A NURSING HOME does not mean a hospital or clinic, boarding home, home for the aged or mentally ill, rest home, community living center, a place that provides domiciliary, residential, or retirement care, a place which operates primarily for the treatment of alcoholics or drug addicts, or a Hospice.

BENEFITS

The Elimination Period and Maximum Days are shown in the Schedule. Payment will not be made for more than one benefit provided under this Policy for any given day. Before benefits are payable, you must first meet your Elimination Period. Your Elimination Period is the number of days you receive covered services before benefits would otherwise be payable.

You may meet the Elimination Period by receiving days of care which would qualify as:

1. Home health care;
2. Adult day care;
3. Homemaker services;
4. Confinement to a Nursing Home or a Hospice; or
5. Any combination of the above.

We will not pay benefits for the number of days you are confined that are more than your Maximum Days.

A. NURSING HOME CARE BENEFIT: For each day you are confined to a Nursing Home, we will pay you the Daily Benefit Amount shown in the Schedule.

Your Nursing Home confinement must be:

1. Medically necessary (Care that is appropriate to the diagnosis, widely accepted by the practicing peer group based upon scientific criteria, and not experimental or investigative); or
2. Because you are unable to perform two or more of the following activities:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
 - d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or
3. Because a Doctor has determined you have a cognitive impairment resulting in a need for constant supervision. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

B. HOSPICE BENEFIT: We will pay you a Daily Benefit Amount for each day you are confined to a Hospice. The Daily Benefit Amount for Hospice care is shown in the Schedule.

Your Hospice confinement must be:

1. Medically necessary (Care that is appropriate to the diagnosis, widely accepted by the practicing peer group based upon scientific criteria, and not experimental or investigative); or

2. Because you are unable to perform two or more of the following activities:

- a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
- b. Dressing (putting on and taking off clothing);
- c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
- d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
- e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or

3. Because a Doctor has determined you have a cognitive impairment resulting in a need for constant supervision. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

C. HOME HEALTH CARE BENEFIT: We will pay you the Daily Benefit Amount shown in the Schedule for the following services:

1. Assistance with:

- a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
- b. Dressing (putting on and taking off clothing);
- c. Feeding (Consuming food that has already been prepared and made available with or without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
- d. Toileting (doing both of the following: getting on and off the toilet; and maintaining a reasonable level of personal hygiene);
- e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or

Assistance may be provided by a health worker on the staff of a Home Health Care Agency (other than a Doctor, nurse or professional therapist);

2. Occupational, respiratory, physical and speech therapy;

3. Nursing care services requiring the skills of a licensed nurse; or

4. Constant supervision because a Doctor has determined you have a cognitive impairment which results in such a need. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

Services must be prescribed by a Doctor and performed by a Home Health Care Agency.

We will not pay for services provided by a member of your Family. We will not pay for any other services including shopping, housekeeping or transportation.

These services must be:

1. Medically necessary (care that is appropriate to the diagnosis, widely accepted by the practicing peer group based upon scientific criteria, and not experimental or investigative); or
2. Because you are unable to perform two or more of the following activities:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available without the use of adaptive utensils. 'Feeding' does not mean to prepare and cook food);
 - d. Toileting (doing both of the following: getting on and off the toilet, and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed); or
3. Because a Doctor has determined you have a cognitive impairment resulting in a need for constant supervision. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

You may receive these services in your residence, another private home, a home for the retired or aged, or a place providing residential care.

D. HOMEMAKER BENEFIT: Subject to the limits stated below, we will pay you the Daily Benefit Amount shown in the Schedule for the following services:

1. Shopping;
2. Housekeeping;
3. Transportation;
4. Laundry; or
5. Cooking.

We will pay this benefit for one day of services in a week in which you have three days of care for which the Home Health Care Benefit is payable. A week is seven consecutive days and begins at 12:01 a.m. Sunday and ends at midnight, the following Saturday.

Services must be provided by a Home Health Care Agency in your home, another private home, a home for the retired or aged or a place which provides residential care. We will not pay for services provided by your Family.

E. ADULT DAY CARE BENEFIT: We will pay you the Daily Benefit Amount shown in the Schedule for any of the following services in an Adult Day Care Center:

1. Nursing care;
2. Therapeutic, social and educational activities;
3. Assistance with:
 - a. Bathing (washing yourself, including a sponge bath, with or without extra equipment);
 - b. Dressing (putting on and taking off clothing);
 - c. Feeding (Consuming food that has already been prepared and made available without the use of adaptive utensils. 'Feeding' does not mean preparing and cook food);
 - d. Doing both of the following: getting on and off the toilet, and maintaining a reasonable level of personal hygiene);
 - e. Transferring (moving from a bed to a wheelchair or other type of conveyance or furniture, and returning to the bed, as needed);
4. Physical and restorative services;
5. Nutritional services and counseling; or
6. Constant supervision because a Doctor has determined you have a cognitive impairment which results in such a need. Cognitive impairment means you are unable to think, perceive, reason or remember. Your inability may be because of Alzheimer's disease, Parkinson's disease, or senile dementia.

We will not pay for services provided by your Family or for care as a resident bedpatient or 24-hour care.

F. RESPITE CARE BENEFIT: We will pay you the Daily Benefit Amount shown in the Schedule for each day of respite care. Respite care is care provided through a Home Health Care Agency, including companion or live-in care, to temporarily relieve an unpaid person who is providing you with care in your home or another private residence.

We will pay for fourteen days of respite care each Policy Year. A Policy Year begins on the Policy Date and ends on the anniversary of the Policy Date. Unused days cannot be carried over into the next Policy Year. A day of respite care is limited to a 24-hour consecutive period during which you receive respite care. Respite care which extends beyond the 24-hour period will be considered another day.

We will not pay for services provided by your Family. You do not have to meet the Elimination Period. This benefit does not count toward the Maximum Days and is not eligible for the Benefit Rebuilder.

G. BENEFIT REBUILDER: After we have paid you benefits and you have used some or all of your Maximum Days, you can rebuild your Maximum Days as shown in the Schedule. You must not be confined to a Nursing Home or Hospice or receive other covered services for 180 consecutive days. You do not need to meet another Elimination Period after rebuilding your Maximum Days.

H. WAIVER OF PREMIUM: When benefits have been payable for 90 consecutive days of confinement to a Nursing Home or Hospice, you do not have to pay premium for this Policy while you continue to be confined. If you paid premium for a quarterly, semi-annual or annual period, your premium period will be changed to monthly during the time you do not pay premium. We will refund prepaid premium every month that we determine you are eligible for this benefit.

PREEXISTING CONDITIONS

A Preexisting Condition is a condition which would cause an ordinarily prudent person to seek diagnosis, care, or treatment for which medical advice or treatment was recommended by or received from a Doctor within six months before the Policy Date. A Preexisting Condition will be covered as of the Policy Date.

LIMITATIONS AND EXCLUSIONS

We will not pay benefits for either:

1. Alcoholism or chemical dependency. However, we will pay for chemical dependency that results from drugs administered on the advice of and in such doses as prescribed by a Doctor.
2. Mental or Nervous Disorders. (A Mental or Nervous Disorder is a neurosis, psychoneurosis, psychopathy, psychosis or mental or emotional disease or disorder of any kind without demonstrable organic origin. Alzheimer's disease, Parkinson's disease, and senile dementia are not Mental or Nervous Disorders under this Policy.)

PREMIUMS

PAYMENT OF PREMIUM: All premium due dates are determined from the Policy Date. The first premium was due before we delivered the Policy. All other premiums are due in advance of the period they are to cover. Premiums after the first one are to be payable to us. The premiums for this Policy may change, as stated in the Renewal Premiums provision.

REFUND OF PREPAID PREMIUMS: If we are notified of your death, we will refund any prepaid premium for any period beyond the end of the month in which your death occurred.

RENEWAL PREMIUMS: We may change the premium rates for this Policy. If we do change such premiums, we will do so only if:

1. We change the premiums for all policies which have the same form number as this Policy and which were issued in the same class and in the same state as this Policy; and
2. We have given you at least 45 days prior notice of such change.

ALTERNATE PREMIUM PAYOR: If you have given us notice of an alternate premium payor, as shown in the Application, we will send the alternate premium payor a copy of any late premium notice and a copy of any lapse notice. You may change the alternate premium payor by giving us written notice.

TERMINATION OF COVERAGE

TERMINATION FOR NONPAYMENT OF PREMIUM: Your coverage will end if the required premium is not paid when due or within the 31 day grace period. This will not affect a claim for expenses incurred before the coverage ended.

GRACE PERIOD: This Policy has a 31-day grace period. This means that if a premium is not paid on or before the date it is due, it may be paid during the following 31 days following the due date. During the grace period, this Policy will stay in force.

REINSTATEMENT: If the renewal premium is not paid before the Grace Period ends, the Policy will lapse. Our later acceptance of the premium without requiring an application for reinstatement will reinstate this Policy.

If we require an application, you will be given a conditional receipt for the premium. If the application is approved, the Policy will be reinstated as of the approval date. Lacking such approval, the Policy will be reinstated on the 31st day after the date of the conditional receipt unless we have previously written you our disapproval.

If the Policy is reinstated, we will cover any loss that results from a confinement that begins after the date of reinstatement. In all other respects your rights and our rights will remain the same, subject to any provisions imposed by us.

Any premium we accept for a reinstatement will be applied to a period for which premium have not been paid. No premium will be applied to any period more than 60 days before the reinstatement date.

EXTENDED REINSTATEMENT: Within 120 days after the Policy lapses for nonpayment of premium, you or any person authorized to act on your behalf, may request reinstatement of the Policy if you were diagnosed as having a cognitive impairment at the time the Policy lapsed. Cognitive impairment means that a Doctor has determined you are unable to think, perceive, reason or remember.

We may, at our expense, request that a Doctor provide written certification that diagnosis of cognitive impairment was established at the time the Policy lapsed. Upon our receipt of such certification, the Policy will be reinstated without evidence of insurability.

The reinstated Policy will cover loss which occurred from the date the Policy lapsed. Coverage will be provided at the same level provided prior to reinstatement.

Any premium we accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

CLAIM PROVISIONS

NOTICE OF CLAIM: Written notice of claim must be given to us within 180 days after a covered loss starts or as soon as reasonably possible. The notice must be given to us at our Home Office. Notice should include your name and Policy number.

CLAIM FORMS: When we receive your notice of claim, we will send you forms for filing proof of loss. If these forms are not sent to you within 15 days after we receive your notice, you will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss. We must receive this statement within the time limit stated in the Proof of Loss section.

PROOF OF LOSS: Written proof of loss must be furnished to us within 90 days after we receive notice of claim. We will not deny or reduce any benefit because we are not furnished proof in the time required if it is not possible for you to do so. However, proof must be furnished as soon as reasonably possible, and in no event, later than 18 months from the time proof is required.

TIME OF PAYMENT OF CLAIMS: Benefits payable under this Policy will be paid as soon as we receive proper written proof of loss. We will pay or deny a claim no later than 120 days after receiving the claim. We will pay simple interest at the rate required by law on all overdue payments. Upon written notification by you, we will investigate any claim of improper billing by a Doctor, hospital, or other health care provider. We will determine if you were properly billed for only those procedures and services that you actually received. If we determine that you have been improperly billed, we will notify you and the provider of our findings and will reduce the amount of payment to the provider by the amount determined to be improperly billed. If a reduction is made due to such notification by you, we will pay you 20 percent of the amount of the reduction up to \$500.

PAYMENT OF CLAIMS: We will pay all benefits to you. If any accrued benefits are unpaid at your death, we may pay them to your spouse, if living, otherwise to your estate. We may pay benefits up to \$3,000 to anyone related to you by blood or by connection of marriage whom we consider to be entitled to the benefits if the benefits are payable to your estate; or to a person who is a minor or otherwise not competent to give a valid release. Any payment made by us in a good faith under this provision will fully discharge us to its extent.

CLAIM APPEAL PROCESS: Our procedure is to treat each claim submission fairly, based on the facts we are provided. Payment of claims will be made within 45 days of our receipt of the claim. If a claim or portion of a claim is contested by us, you will be notified, in writing, that the claim is contested or denied, within 45 days after receipt of the claim by us. The notice that a claim is contested will identify the contested portion of the claim and the reasons for contesting the claim. You may have additional information that could change a claim decision. To provide a full and fair review, we have established an appeal process in the event you want to appeal or review a claim decision. You will be notified of your right to appeal and the appeal process at the time an initial claim decision is made. Upon receipt of the additional information requested from you, we will pay or deny the contested claim or portion of the contested claim, within 60 days.

PHYSICAL EXAMINATION: At our expense, we have the right to have you examined as often as reasonably necessary while a claim is pending.

LEGAL ACTION: No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy. No action may be brought after the expiration of the statute of limitations from the time written proof of loss is required to be given.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES: This Policy, including the Application and any attachments and Riders, is the entire contract between you and us. No change in this Policy will be valid until approved, in writing, by an officer of the Company and the approval has been forwarded to you for attachment to your Policy. No other person has the authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After six months from the Policy Date, no misstatements, except fraudulent misstatements, made in the Application may be used to void the Policy or to deny a claim for loss incurred after the expiration of the six-month period.

MISSTATEMENT OF AGE: If your age has been misstated, we will pay only such amount as the premium paid would have purchased at the correct age.

ASSIGNMENT: Any assignment of your interest under this Policy must be in writing. It must be filed in our Home Office, prior to payment of any benefit. We assume no responsibility for the validity of any assignment.

FREE CHOICE OF A DOCTOR: You have free choice of a Doctor.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its effective date, is in conflict with the laws of the state in which you live on that date is amended to conform to the minimum requirements of such laws.

"SPECIMEN"

PAGE SHIFT

CONSECO SENIOR HEALTH INSURANCE COMPANY

Administrative Office: 11825 N. Pennsylvania Street

Carmel, IN 46032

1-800-441-3978

AMENDMENT RIDER

This Amendment is a part of the Policy to which it is attached and is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Amendment. For inquiries, information or for assistance in resolving a complaint, please contact the company at the telephone number provided above.

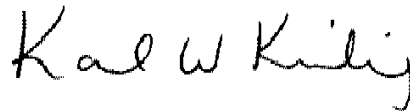
This Amendment takes effect on July 1, 2008.

The Policy is hereby amended to state that the Policy shall be incontestable after it has been in force for a period of two (2) years from the date the Policy was issued to you, except for nonpayment of premiums.

This Amendment supersedes any conflicting language in the Policy.

In all other respects, the Policy shall remain the same.

In witness whereof, we have caused this Amendment to be signed by our Secretary.



Secretary

**SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA
BENSALEM, PENNSYLVANIA**

Administrative Office: 1289 City Center Dr.
Carmel, Indiana 46032
1-877-450-5824

COMPANY NAME CHANGE ENDORSEMENT

The name of the insurance company that issued your policy or certificate is changed from Conseco Senior Health Insurance Company to Senior Health Insurance Company of Pennsylvania. It is the same as if it had been issued originally under the name of Senior Health Insurance Company of Pennsylvania.

All other terms of your policy or certificate remain unchanged.

This endorsement becomes a part of your policy or certificate and should be attached thereto.

IMPORTANT

All inquiries should be directed to Senior Health Insurance Company of Pennsylvania;
1289 City Center Dr., Carmel, Indiana 46032



**Executive Vice President/
Chief Operating Officer**

TRANSPORT LIFE INSURANCE COMPANY
714 Main Street, Fort Worth, Texas 76102

COMPOUNDED INFLATION PROTECTION BENEFIT RIDER

NOTICE. This Rider is made a part of the Policy to which it is attached. It is effective on the Policy Date or on the Rider Date shown below, whichever is later. This benefit is provided in consideration of the payment of the premium for this Rider. This Rider is subject to all of the Policy definitions, provisions, exceptions and limitations which are not inconsistent with the provisions of this Rider.

BENEFIT

On each Rider anniversary date, we will increase all of the daily benefit amounts shown in the Schedule by 5%, compounded annually. Annual increases will occur even if benefits are being paid.

Rider Date, if different from the Policy Date: _____

TRANSPORT LIFE INSURANCE COMPANY

Elizabeth S. Delaney

Secretary

Garland W. Lester, Jr.

President

PROOF OF SERVICE

I, John P. Lavelle, Jr., hereby certify that on May 11, 2021, the foregoing document was served via the PACFile system as well as via e-mail upon the following counsel:

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Dated: May 11, 2021

/s/ John P. Lavelle, Jr.

John P. Lavelle, Jr.