**TRANSAMERICA LIFE INSURANCE COMPANY**
**LONG TERM CARE DIVISION**
**P.O. BOX 95302, HURST, TEXAS 76053-5302**
**1-800-227-3740**

# COMPREHENSIVE LONG TERM CARE OUTLINE OF COVERAGE FOR INDIVIDUAL POLICY FORM TLC 3-P CA 0313

**RETAIN THIS OUTLINE FOR YOUR RECORDS**

**("We," "Us," or "Our" means the Company. "You" or "Your" means the Insured.)**

THIS POLICY IS AN APPROVED LONG TERM CARE INSURANCE POLICY UNDER CALIFORNIA LAW AND REGULATIONS. HOWEVER, THE BENEFITS PAYABLE BY THIS POLICY WILL NOT QUALIFY FOR MEDI-CAL ASSET PROTECTION UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE. FOR INFORMATION ABOUT POLICIES AND CERTIFICATES QUALIFYING UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE, CALL THE HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM AT THE TOLL-FREE NUMBER 1-800-434-0222.

THIS CONTRACT FOR LONG TERM CARE INSURANCE IS INTENDED TO BE A FEDERALLY QUALIFIED LONG TERM CARE INSURANCE CONTRACT AND MAY QUALIFY YOU FOR FEDERAL AND STATE TAX BENEFITS.

**NOTICE TO BUYER:** The Policy may not cover all of the costs associated with long term care incurred during the period of coverage. The buyer is advised to review carefully all Policy limitations.

**CAUTION**
The issuance of this long term care insurance coverage is based upon the answers to the questions on the application. A copy of the application will be included in Your Policy. If any answers are misstated or untrue, We may have the right to deny benefits or rescind the Policy. The best time to clear up any question is now, before a claim arises! If, for any reason, any of the answers are incorrect or untrue, contact Us at Our Administrative Office: Transamerica Life Insurance Company, P.O. Box 95302, Hurst, Texas 76053-5302. Our toll-free number is shown above.

1. **POLICY DESIGNATION**
   The Policy is an individual policy of insurance.

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

3. **TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED**
   You have 30 days from the day You receive the Policy to review it and return it to Us if You decide not to keep it. You do not have to tell Us why You are returning the Policy. Within 30 days of when You receive it, simply return it to Us at Our Administrative Office or to the agent/insurance producer through whom it was purchased. We will refund the full amount of any premium paid within 30 days after Our receipt of the returned Policy. The refund of premium will be sent directly to the person who paid it. The Policy will be void as if it had never been issued.

   If the Policy terminates due to Your death, We will refund the portion of the modal premium paid for the period after the monthly anniversary following Your death up to the next Premium Due Date.

   If We receive a written request from You to cancel Your Policy, We will refund any premiums paid for the period after Your cancellation.

4. **THIS IS NOT MEDICARE SUPPLEMENT COVERAGE**
   If You are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the Company. That booklet is called the "Guide to Health Insurance for People with Medicare." Neither Transamerica Life Insurance Company nor its agents/insurance producers represent Medicare, the federal government or any state government.

5. **LONG TERM CARE COVERAGE**

Policies of this category are designed to provide coverage for one or more necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and Maintenance or Personal Care Services provided in a setting other than an acute care unit of a hospital, such as: (1) in a Long Term Care Facility; (2) in the community; or (3) in Your Home.

The Policy provides coverage for Out of Pocket Expenses for Qualified Long Term Care Services. Coverage is subject to policy limitations, an elimination period and other requirements.

6. **BENEFITS PROVIDED BY THE POLICY**

**BENEFIT DESCRIPTIONS**

**This Outline of Coverage gives a brief description of the benefits available for purchase under the Policy. You and Your agent/insurance producer must decide which options are best suited to Your personal needs and finances. Your application and the actual policy issued to You will determine Your insurance coverage. The benefits You select and their maximums will be shown on Your application and on the Schedule of Your Policy.**

**BENEFITS**

**CASH BENEFIT**

**This benefit pays a reduced monthly amount in lieu of all other benefits under the Policy. The reduced monthly amount is equal to 1/3 of the Long Term Care Facility Maximum Daily Benefit times 30.**

We will pay You the Monthly Cash Benefit shown on the Schedule, subject to:
(1) satisfaction of the Eligibility for the Payment of Benefits provision;
(2) Our receipt of a Plan of Care; and
(3) the Policy Maximum Amount.

We will pay You for each Calendar Month You continue to meet those requirements.

We must receive a Plan of Care at least once each 90 days. Bills to show Out of Pocket Expenses are not required for this benefit to be payable. The exclusion in the Policy for care and services provided by an Immediate Family member does not apply to the Cash Benefit. In addition to care provided by an Immediate Family member, care provided by friends or an informal or unlicensed caregiver is also covered by this benefit. If You provide Us with a certification that You are a Chronically Ill Individual and a Plan of Care that applies for only part of a Calendar Month, We will prorate the Monthly Cash Benefit payment.

Payment of this benefit will end when You no longer meet the requirements in the Eligibility for the Payment of Benefits provision. We will stop paying this benefit if We do not receive a Plan of Care as required. We will also stop paying this benefit when You choose to receive other benefits for care and services that are covered under the Policy. Simply call or write to tell Us that You want to switch to other benefits payable under the Policy and We will let You know what You need to do.

The Cash Benefit is not subject to, nor will it be applied toward the satisfaction of, the Elimination Period. This benefit does not entitle You to a waiver of premium, unless You have the Waiver of Premium Rider - Cash Benefit attached to Your Policy.

**HOME AND COMMUNITY-BASED CARE BENEFIT**

Home and Community-Based Care includes Adult Day Care and the following services provided where You reside: (1) Home Health Care Services; (2) Homemaker Services; (3) Personal Care; and (4) Hospice Services. All Home and Community-Based Care services must be provided under a Plan of Care developed by a Licensed Health Care Practitioner.

Home and Community-Based Care will not be payable on any day that You are confined as an inpatient in a hospital.

We will pay You for the Out of Pocket Expenses for each day You receive Home Health Care Services, Homemaker Services, Personal Care, Hospice Services or Adult Day Care. Payment is subject to:
(1) satisfaction of the Eligibility for the Payment of Benefits provision;
(2) the Home and Community-Based Care Maximum Daily Benefit; and
(3) the Policy Maximum Amount.

Adult Day Care must be received for at least 4 hours during any day for which benefits are payable. Adult Day Care must be provided by and at an Adult Day Care Center under a Plan of Care.

Home Health Care Services must be provided by or through a Home Care Agency or by a professional Nurse; physical therapist; occupational therapist; respiratory therapist; speech therapist; infusion therapist or nutritional specialist.

Personal Care may be provided by: (1) a Home Care Agency; (2) a nurse's aide; (3) a home health aide; or (4) a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner.

Homemaker Services may be provided by: (1) a Home Care Agency; (2) a nurse's aide; or (3) a skilled or unskilled person under a Plan of Care developed by a Licensed Health Care Practitioner.

Hospice Services may be provided by: (1) a Home Care Agency; or (2) a skilled or unskilled person who is qualified by training or experience to provide Hospice Services. Benefits for Hospice Services will not be payable when other benefits are payable under this Policy.

We will not limit or exclude benefits by requiring that the provision of Home Health Care Services, Personal Care, Homemaker Services or Hospice Services be at a level of certification or licensure greater than that required for the eligible service.

Note: Home and Community-Based Care will be payable while You are confined in a Long Term Care Facility, but We will pay You the Out of Pocket Expenses for Home and Community-Based Care You receive in a Long Term Care Facility as part of the Long Term Care Facility Benefit, not the Home and Community-Based Care Benefit. In addition, the combined charges will not exceed the Long Term Care Facility Maximum Daily Benefit. While We may pay Home and Community-Based Care services while You are confined in a Long Term Care Facility, We will not pay a separate Home and Community-Based Care Benefit and Long Term Care Facility Benefit on the same day.

Benefits for Hospice Services are not subject to, nor will they be applied toward the satisfaction of, the Elimination Period. Days of the other Home and Community-Based Care services You receive will **not** be counted toward satisfaction of the Elimination Period for other benefits under the Policy, unless You have the Elimination Period Credit Rider attached to Your Policy.

**REMAIN AT HOME BENEFIT**

If You are receiving Optional Care Coordination, this benefit is available. The Care Coordinator must approve the provider selected by You, as well as the labor, equipment and/or supplies in advance.

While You are living in Your Home, the Remain At Home Benefit can be used to pay for the following Qualified Long Term Care Services: (1) Home Modification; (2) Caregiver Training for a Volunteer Caregiver; (3) Therapeutic Device or Technology; and (4) Medical Alert System. For Home Modification and Caregiver Training, Your Home does not include any facility.

We will pay You for the Out of Pocket Expenses for care or services You receive under the Remain At Home Benefit. Payment is subject to: (1) satisfaction of the Eligibility for the Payment of Benefits provision; (2) the Remain At Home Maximum Benefit; and (3) the Policy Maximum Amount.

The care or services provided under the Remain At Home Benefit must be consistent with Your care needs. They also must be provided according to a Plan of Care developed by a Licensed Health Care Practitioner. The Remain At Home Benefit is available even if You are receiving the Home and Community-Based Care Benefit at the same time. The Remain At Home Benefit is not subject to, nor will it be applied toward the satisfaction of, the Elimination Period.

If charges for Therapeutic Device or Technology or Medical Alert System care or services are incurred in a Long Term Care Facility, We will pay the Out of Pocket Expenses as part of the Long Term Care Facility Benefit, but the combined charges will not exceed the Long Term Care Facility Maximum Daily Benefit. While We may pay these Out of Pocket Expenses while You are confined in a Long Term Care Facility, in no instance will We pay for these services under the Remain At Home Benefit and the Long Term Care Facility Benefit on the same day.

**RESPITE CARE BENEFIT**
If You are being cared for by Your Volunteer Caregiver on a continuous basis, We will pay You for the Out of Pocket Expenses for Respite Care. Payment is subject to:
(1) satisfaction of the Eligibility for the Payment of Benefits provision;
(2) the Respite Care Maximum Daily Benefit;
(3) the Policy Maximum Amount; and
(4) Respite Care must be provided in a Long Term Care Facility, Adult Day Care Center or in Your Home.

Benefits for Respite Care are not subject to, nor will they be applied toward the satisfaction of, the Elimination Period. Benefits for Respite Care are available for up to the Number of Days Per Calendar Year shown on the Schedule.

**LONG TERM CARE FACILITY BENEFIT**
We will pay You for the Out of Pocket Expenses for each day You are confined as an overnight bed patient in a Long Term Care Facility. Qualified Long Term Care Services covered under this benefit include room and board costs incurred in a Long Term Care Facility. We will not pay more than the charge for a one-bedroom unit. Payment is subject to:
(1) satisfaction of the Eligibility for the Payment of Benefits provision;
(2) the Elimination Period;
(3) the Long Term Care Facility Maximum Daily Benefit;
(4) the Policy Maximum Amount; and
(5) care and services must be provided while confined as an overnight bed patient in a Long Term Care Facility as defined in the Policy.

Home and Community-Based Care services are payable while You are confined in a Long Term Care Facility. However, if charges for Home and Community-Based Care services are received in a Long Term Care Facility, We will pay You the Out of Pocket Expenses for those services as part of the Long Term Care Facility Benefit, not the Home and Community-Based Care Benefit. In addition, the combined charges will not exceed the Long Term Care Facility Maximum Daily Benefit. We will not restrict reimbursement under this benefit by requiring that the services be provided by the Long Term Care Facility, so long as: (1) the Out of Pocket Expenses are incurred while You are confined in the Long Term Care Facility; and (2) the services are Qualified Long Term Care Services. While We may pay Home and Community-Based Care services while You are confined in a Long Term Care Facility, We will not pay a separate Home and Community-Based Care Benefit and Long Term Care Facility Benefit on the same day.

**EXTENSION OF THE LONG TERM CARE FACILITY BENEFIT**
If Your Policy Lapses while You are receiving the Long Term Care Facility Benefit, benefits will be continued until the earliest of the following: (1) You no longer qualify for benefits; (2) You are discharged from the Long Term Care Facility; (3) You exhaust the Policy Maximum Amount of the Policy; or (4) You die. No other Policy benefits or benefits added by rider or endorsement to the Policy will be continued under this benefit.

**LONG TERM CARE FACILITY BED RESERVATION BENEFIT**
When You are absent for any reason (except discharge) during a Long Term Care Facility confinement, We will pay You for the Out of Pocket Expenses while the room in the Long Term Care Facility is being reserved. We will pay You for each day of Your absence, up to the Long Term Care Facility Maximum Daily Benefit. You must have satisfied the Elimination Period before the Bed Reservation Benefit is available. The Bed Reservation Benefit is available for up to the Number of Days Per Calendar Year shown on the Schedule. It is subject to satisfaction of the Eligibility for the Payment of Benefits provision and the Policy Maximum Amount.

**RETURN OF PREMIUM UPON DEATH BEFORE AGE 67 ENDORSEMENT**
Subject to any provision to the contrary, if this Endorsement has been continuously in force, a benefit will be paid if You die when You are younger than age 67. No benefit will be paid if You are 67 or older.

The amount of this benefit will be the sum of all premiums paid less the amount of any benefits paid under the Policy. Premiums are counted from the Effective Date of the Policy up to the date of Your death. The sum of all premiums paid will exclude: (1) any waived premiums; and (2) will be accumulated without interest. Payment of the benefit will be made in one lump sum to Your beneficiary.

**OPTIONAL RIDERS - Additional Premium Required**

**NONFORFEITURE BENEFIT - SHORTENED BENEFIT PERIOD RIDER**

This Rider provides for the Policy to continue on a limited basis if it would have otherwise Lapsed because You stopped paying premiums. Your Policy must have been in effect for at least 5 full years before this Rider will pay benefits. The daily benefit amounts available will be the same amounts in effect at the time the coverage would have Lapsed. The total benefit amount in force will be equal to all of the premium paid for all coverage combined, including this Rider. This amount will exclude any waived premiums. The minimum Policy Maximum Amount will be equal to 90 times the Long Term Care Facility Maximum Daily Benefit at the time the coverage would have Lapsed. All optional coverage, including any other riders, will end when Your coverage is continued under this Rider. If a Benefit Increase Option Rider of any kind was in force at the time Your coverage would have Lapsed, the benefits will NOT continue to increase.

**SHARED CARE BENEFIT RIDER**

If Your Spouse/Partner exhausts the Policy Maximum Amount under his/her own Transamerica Life Insurance Company policy, We will continue Your Spouse/Partner's coverage under Your Policy. Your Spouse/Partner's coverage is subject to all of the terms and the Policy Maximum Amount of Your Policy as long as You keep Your Policy and the Rider in force.

This will allow Your Spouse/Partner to access benefits under Your Policy if:

(1) You and Your Spouse/Partner both purchase and maintain identical Long Term Care Insurance Policies issued by Transamerica Life Insurance Company; and
(2) You and Your Spouse/Partner both have identical Shared Care Benefit Riders attached to Your Policies; and
(3) the Policy Maximum Amount of Your Spouse/Partner's own Transamerica Life Insurance Company policy has been exhausted; and
(4) Your Policy has at least some of its Policy Maximum Amount still available; and
(5) We receive a signed consent form from You allowing Your Spouse/Partner to receive benefits under Your Policy Maximum Amount.

In order for Your Spouse/Partner to access benefits under Your Policy:

(1) Your Spouse/Partner must have already exhausted the Policy Maximum Amount under his/her own policy; and
(2) Your Policy must have at least some of its Policy Maximum Amount still available; and
(3) Your Spouse/Partner must have already satisfied the Elimination Period under his/her own policy, if the benefits used under his/her policy were subject to the Elimination Period; **or**
(4) Your Spouse/Partner must satisfy the Elimination Period under Your Policy, if the benefits he/she receives are subject to the Elimination Period.

You and Your Spouse/Partner both may receive benefits under Your Policy at the same time. We will not pay benefits that exceed the Policy Maximum Amount of both policies combined.

We will not waive Your Policy's premiums because Your Spouse/Partner is receiving benefits under Your Policy.

The Full Restoration of Benefits Rider, if it is attached to Your Policy, only applies to benefits that You have used under Your Policy. No benefits used by Your Spouse/Partner will be restored under Your Policy.

**MONTHLY BENEFIT RIDER**

Long Term Care Facility Maximum Monthly Benefit

Instead of paying the Long Term Care Facility Benefit on a daily basis, We will pay You for the Out of Pocket Expenses for Long Term Care Facility confinement based on services received during each Calendar Month. This means that the daily limit for the benefits listed no longer applies. Instead, benefits are paid based on the total services received during the month.

The Maximum Monthly Benefit can also be used for: Bed Reservation or Respite Care. You must be confined in a Long Term Care Facility.

The maximum benefit payable during each Calendar Month will be the Long Term Care Facility Maximum Daily Benefit shown on the Schedule times the actual number of days in the month. If You meet the requirements for only part of a Calendar Month, We will prorate the Maximum Monthly Benefit.

Home and Community-Based Care Maximum Monthly Benefit

Instead of paying the Home and Community-Based Care Benefit on a daily basis, We will pay You for the Out of Pocket Expenses for Home Health Care Services, Adult Day Care, Homemaker Services, Personal Care and Hospice Services based on services received during each Calendar Month. This means that the daily limit for these benefits no longer applies. Instead, benefits are paid based on the total services received during the month. The Maximum Monthly Benefit can also be used for Respite Care received in Your Home.

The maximum benefit payable during each Calendar Month will be the Home and Community-Based Care Maximum Daily Benefit shown on the Schedule times the actual number of days in the month. If You meet the requirements for only part of a Calendar Month, We will prorate the Maximum Monthly Benefit.

**FULL RESTORATION OF BENEFITS RIDER**

When We have paid claims under the Policy, those Policy benefits can be restored under the Rider. We will restore the Policy Maximum Amount to the amount that it would have been if no benefits had been paid under the Policy. We will restore the Remain At Home Maximum Benefit in the same way. The Policy Maximum Amount will be restored only one time during the life of the Policy. We will restore the Remain At Home Maximum Benefit one time during the life of the Policy as well. If You have completely exhausted Your benefits under the Policy, the Rider will not apply.

Requirements For Full Restoration of Benefits

(1) You must not meet the definition of a Chronically Ill Individual for 180 consecutive days.
(2) You may not receive any Qualified Long Term Care Services during that time.
(3) You must notify Us that a Licensed Health Care Practitioner has certified that You are no longer a Chronically Ill Individual.
(4) You must file that certification with Us.

The 180 consecutive day period begins when Your condition is verified by Us through an Assessment of Your Condition. We will not accept a back-dated certification. The Policy and the Rider must remain in force during this period.

**WAIVER OF PREMIUM RIDER - HOME AND COMMUNITY-BASED CARE**

We will automatically change Your Premium Paying Mode to monthly and We will not require the payment of Your monthly premium when You qualify for this benefit.

To qualify for this Waiver of Premium Benefit, You must:
(1) meet the requirements in the Eligibility for the Payment of Benefits provision; and
(2) be receiving the Home and Community-Based Care Benefit.

**Waiver of Premium Extension**

If We are waiving Your premium under the Rider and You move directly into a Long Term Care Facility, We will continue to waive Your premium for as long as You continue to be confined in a Long Term Care Facility. If You stop receiving the Long Term Care Facility Benefit or the Home and Community-Based Care Benefit, this Waiver of Premium Extension will end.

We will stop waiving the premium when You no longer qualify for this Waiver of Premium Benefit. We will stop waiving the premium on the date the Policy Maximum Amount has been exhausted.

**WAIVER OF PREMIUM RIDER - CASH BENEFIT**

We will automatically change Your Premium Paying Mode to monthly and We will not require the payment of Your monthly premium when You qualify for this benefit.

To qualify for this Waiver of Premium Benefit, You must:
(1) meet the requirements in the Eligibility for the Payment of Benefits provision; and
(2) be receiving the Cash Benefit.

**Waiver of Premium Extension**

If We are waiving Your premium under this Rider and You move directly into a Long Term Care Facility, We will continue to waive Your premium for as long as You continue to be confined in a Long Term Care Facility. If You stop receiving the Long Term Care Facility Benefit or the Cash Benefit, this Waiver of Premium Extension will end.

We will stop waiving the premium when You no longer qualify for this Waiver of Premium Benefit. We will stop waiving the premium on the date the Policy Maximum Amount has been exhausted.

**JOINT WAIVER OF PREMIUM RIDER**

We will waive all premiums for Your Policy for the same months that We are waiving the premiums for Your Spouse/Partner's policy under the Waiver of Premium Benefit. We will stop waiving the premiums for Your Policy under this Rider when We are no longer waiving the premiums for Your Spouse/Partner's policy.

Eligibility for Joint Waiver of Premium: This benefit is only available if:

(1) both You and Your Spouse/Partner have identical individual long term care policies in force with Us under the same policy form series which includes the Joint Waiver of Premium Rider; and
(2) Your Spouse/Partner qualifies for and receives the Waiver of Premium Benefit under the same policy form series.

**RETURN OF PREMIUM UPON DEATH RIDER**

Subject to any provision to the contrary, if this Rider has been continuously in force from its Effective Date, a benefit will be paid after You die. We will also pay this benefit if the Policy has been continuously in force, then it lapses and Your death occurs within 90 days of the date the last premium payment was due.

The amount of this benefit will be the sum of all premiums paid less the amount of any benefits paid under the Policy. Premiums are counted from the Effective Date of the Rider up to the date of Your death. The sum of all premiums paid will exclude: (1) any waived premiums; and (2) will be accumulated without interest. Payment of the benefit will be made in one lump sum to Your beneficiary.

**ELIMINATION PERIOD CREDIT RIDER**

For purposes of this Rider, Home and Community-Based Care services do not include Hospice Services. Benefits for Hospice Services are not subject to, nor will they be applied toward the satisfaction of, the Elimination Period.

Days on which You receive Home and Community-Based Care services will be counted toward satisfaction of the Elimination Period under the Policy. If You do not receive enough days of Home and Community-Based Care services to completely satisfy the Elimination Period before You go into a Long Term Care Facility, You will be required to satisfy the remaining number of days before We will pay benefits for the Long Term Care Facility stay.

**ELIGIBILITY FOR THE PAYMENT OF BENEFITS**

This section applies throughout the life of the Policy and all riders and endorsements. All limitations and conditions apply each time You receive Qualified Long Term Care Services. The Elimination Period only has to be satisfied once.

In order for benefits to be payable under the Policy:

(1) You must satisfy the Eligibility for the Payment of Benefits provision;
(2) all Qualified Long-Term Care Services must begin while Your coverage is in force;
(3) all charges must be incurred for services rendered or goods provided while the applicable benefit is in force, except under the Extension of the Long Term Care Facility Benefit;
(4) You must satisfy the Elimination Period if it applies to the benefits You are receiving;
(5) all care and services must be in accordance with accepted medical and nursing standards of practice; and
(6) all care and services must be prescribed by a Licensed Health Care Practitioner and included in Your current Plan of Care. You must provide Us with both an acceptable Plan of Care and Proof of Loss documentation.

If more than one type of covered care or service is received on the same day, only the daily benefit providing the largest payment will be payable, unless otherwise stated in a benefit section.

Please Note: To be eligible for payment under the Policy, it is not enough for services simply to be Qualified Long Term Care Services. These services must also:

(1) be services that are otherwise eligible to be paid under the Policy; and
(2) satisfy all other requirements of the Policy.

To be eligible for any benefits provided under the Policy and any rider(s) or endorsement(s) attached, We must receive a Plan of Care that specifies what Qualified Long Term Care Services are needed. The Services must be needed because You are a Chronically Ill Individual. This means that You have been certified within the last 12 months by a Licensed Health Care Practitioner as:

(1) being unable to perform, without Substantial Assistance from another individual, at least 2 out of the 6 Activities of Daily Living (ADLs) for an expected period of at least 90 days due to a loss of functional capacity; or
(2) requiring Substantial Supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

Activities of Daily Living (ADLs) - Each of the following six (6) functional areas is considered an Activity of Daily Living (ADL):

(1) Bathing: The ability to wash oneself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower.
(2) 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).
(3) Dressing: The ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
(4) Eating: The ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
(5) Toileting: The ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.
(6) Transferring: The ability to move into and out of a bed, chair or wheelchair.

Severe Cognitive Impairment (including the term "Severely Cognitively Impaired")

A severe loss or deterioration in intellectual capacity that is comparable to and includes advanced Alzheimer's disease and is measured by clinical evidence and standardized tests as part of an evaluation that reliably measures impairment in Your:

(1) short-term or long-term memory;
(2) orientation as to people, places or time;
(3) deductive or abstract reasoning; and
(4) judgment as it relates to safety awareness.

The evaluation shall include utilizing cognitive tests with resulting scores consistent with a diagnosis of Severe Cognitive Impairment.

7. **GENERAL EXCLUSIONS AND LIMITATIONS**

The Policy and any rider(s) or endorsement(s) attached to it will not pay benefits when You are eligible for confinement, care or services:

(1) for treatment of alcoholism or drug addiction, unless as a result of medication prescribed by a Physician;
(2) resulting from or arising out of attempted suicide or intentionally self-inflicted injury;
(3) due to participation in a felony, riot or insurrection;
(4) for which no charge is normally made in the absence of insurance;
(5) paid or payable under Medicare. This includes any amounts that would be covered under Medicare, except that they are subject to a Medicare deductible or coinsurance of some kind. This does not apply when expenses are reimbursable under Medicare solely as a secondary payer;
(6) received outside the fifty (50) United States and the District of Columbia, or Canada; or
(7) performed by a member of Your Immediate Family. Your Immediate Family member can provide covered care or services if he or she is a regular employee of an organization that is engaged in providing the Qualified Long Term Care Services. The organization he or she works for must receive the payment for the care or service. Your Immediate Family member must receive no compensation other than the normal compensation for employees in his or her job category.

We will not pay for any confinement, care or service that is not included in Your Plan of Care. We will not pay for anything that is prohibited by state or federal law, including any law governing economic and trade sanctions.

The exclusion regarding a member of Your Immediate Family will not apply to the Cash Benefit.

The exclusion regarding confinement, care or services received outside the fifty (50) United States and District of Columbia, or Canada will not apply to the Cash Benefit if a Licensed Health Care Practitioner licensed in the United States determines that You satisfy the Eligibility for the Payment of Benefits provision and develops Your Plan of Care at least once each 90 days.

NONDUPLICATION OF COVERAGE

If You receive care or services that are paid or provided by any of the coverages listed below, We will reduce Your benefits so that the total benefits You receive under this Policy and the coverages listed below do not exceed the actual charges for the care and services:

(1) provided in a government facility (unless otherwise required by law);
(2) provided under any governmental programs (except Medi-Cal or Medicaid); or
(3) for services or items available or paid under a health insurance policy/plan, subscriber contract or HMO plan; or
(4) paid or payable under any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law.

A government facility includes a facility administered, covered or reimbursed by the Veteran's Administration.

OTHER INSURANCE WITH US

We may reduce benefits payable under the Policy for long term care confinement, care and services if We also pay benefits for such confinement, care and services under another individual long term care insurance policy issued by Us. This includes policies providing nursing home, assisted living facility and/or home health care coverage, regardless of actual terminology. It also applies whether benefits are payable on an expense reimbursement, indemnity or any other basis.

LIMITATIONS

We will not pay for: Physician's charges; hospital or laboratory charges; prescription or non-prescription medications; medical supplies; durable medical equipment (except as provided under the Remain At Home Benefit); payments in-kind; transportation; and personal expenses, such as items and services furnished at Your request for comfort, convenience, beautification or entertainment.

PUBLIC FUNDING

In the event that a non-Medicaid federal or state long term care program is created through public funding that substantially duplicates benefits covered by the Policy, You will be entitled to select either a reduction in future premiums or an increase in future benefits. The amount of the premium reduction or increase in future benefits will be mutually agreed upon by the California Department of Insurance and Us.

**THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.**

8. **RELATIONSHIP OF COST OF CARE AND BENEFITS**

Because the costs of long term care services will likely increase over time, You should consider whether and how the benefits of the Policy may be adjusted.

The following Benefit Increase Option Riders are available for an additional premium. Your premiums will be higher than for a policy without a Benefit Increase Option Rider attached to it. Under the Full Compound Benefit Increase Option Rider, premiums will not increase due to Your age or the amount of the benefit increase. Below is a graph that shows the benefit levels of a policy that increases benefits over the policy period with a policy that does not increase benefits. A similar graph shows the premiums for those types of policies.

**FULL COMPOUND BENEFIT INCREASE OPTION RIDER**

On each anniversary of the effective date of this Rider, We will increase Your current Maximum Daily Benefits. Those benefits will increase by the Percentage shown on the Schedule. The Policy Maximum Amount will be increased by the same Percentage as the Maximum Daily Benefits. The Remain At Home Maximum Benefit will increase in the same way. These increases will continue as long as this Rider is in force, even if You are receiving benefits on the date of the increase.

**FULL STEP-RATED COMPOUND BENEFIT INCREASE OPTION RIDER**

On each anniversary of the effective date of this Rider, We will increase Your current Maximum Daily Benefits. Those benefits will increase by the Benefit Increase Percentage shown on the Schedule. We will increase Your Policy Maximum Amount and the Remain At Home Maximum Benefit by the same Percentage. These increases will continue as long as this Rider is in force, even if You are receiving benefits on the date of the increase. On each anniversary of the effective date of this Rider, Your current premium will be increased by the Premium Increase Percentage shown on the Schedule.

**FULL TAILORED BENEFIT INCREASE OPTION RIDER**

Compound Benefit Increases Prior to Age 61

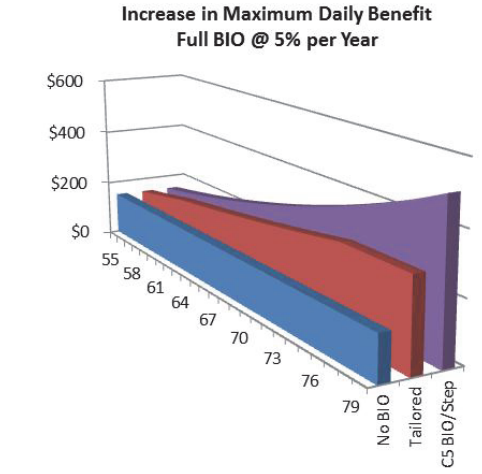
On each anniversary of the effective date of this Rider up to and including the one prior to Your 61st birthday, We will increase Your current Maximum Daily Benefits. Those benefits will increase by 5%. The Policy Maximum Amount will be increased by 5% as well. The Remain At Home Maximum Benefit will increase in the same way.

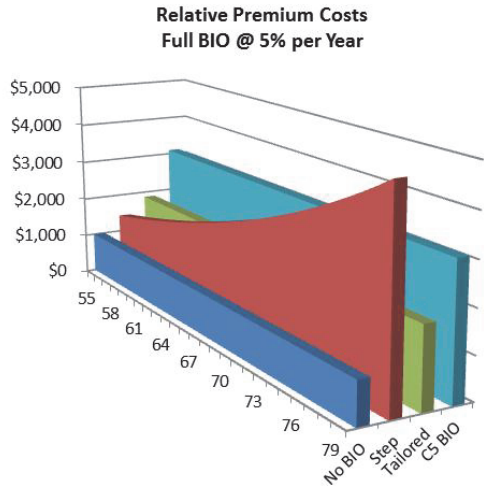
Compound Benefit Increases Beginning at Age 61 and Prior to Age 76

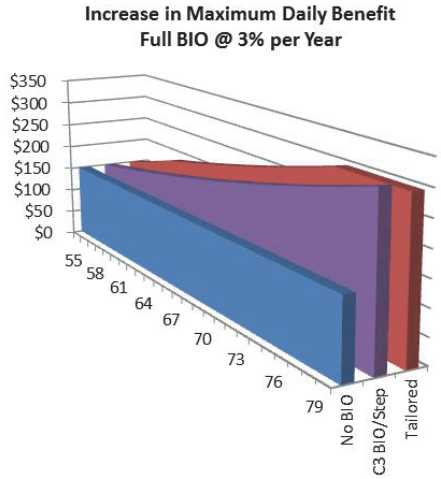
Starting with the anniversary of the effective date of this Rider on or after Your 61st birthday, We will increase Your current Maximum Daily Benefits. Those benefits will increase by 3%. The Policy Maximum Amount will be increased by 3% as well. The Remain At Home Maximum Benefit will increase in the same way.

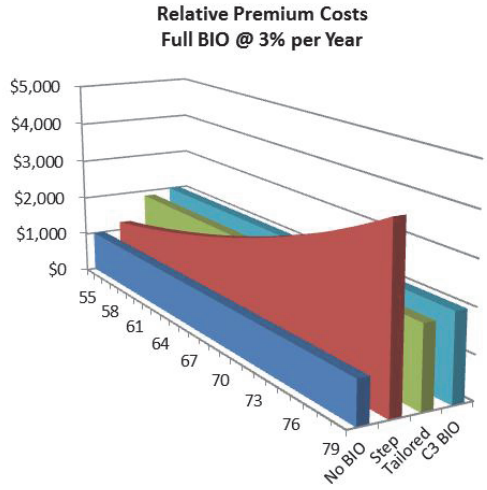
These increases will continue on each anniversary of this Rider up to and including the one prior to Your 76th birthday. Beginning with the anniversary of the effective date of this Rider on or after Your 76th birthday, there will be no more benefit increases under this Rider.

The increases prior to age 76 will continue as long as this Rider and Your Policy are in force, even if You are receiving benefits on the date of the increase. Your premium will not increase as a result of the benefit increases under this Rider. However, Your premium does remain subject to Our right to change premiums.



**DEFERRED BENEFIT INCREASE OPTION ENDORSEMENT**

This Endorsement is available if You do not add a Benefit Increase Option Rider of any kind at the time of Your application for the Policy. You will have the opportunity to add a Compound Benefit Increase Option Rider or a Step-Rated Benefit Increase Option Rider within the 90-day period prior to the first, the third, or the fifth anniversary dates of the Policy. No additional underwriting will be required. In order to add the Rider, You must not have incurred any claims under the Policy prior to when You add the Rider. The additional premium required to add the Rider will be based on Your age on the Effective Date of the Policy.

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

**RENEWABILITY:** THE POLICY IS GUARANTEED RENEWABLE. This means You have the right, subject to the terms of Your Policy, to continue the Policy as long as You pay Your premiums on time. Transamerica Life Insurance Company cannot change any of the terms of Your Policy on its own, except that, in the future, IT MAY INCREASE THE PREMIUM YOU PAY.

**Waiver of Premium Benefit:** We will automatically change Your Premium Paying Mode to monthly and not require the payment of Your monthly premium when You qualify for the Waiver of Premium Benefit.

To qualify for the Waiver of Premium Benefit, You must:
(1) meet the requirements in the Eligibility for the Payment of Benefits provision;
(2) satisfy the Elimination Period, if it applies to the benefits You are receiving; and
(3) (a) be confined as an overnight bed patient and receiving the Long Term Care Facility Benefit; or
(b) be receiving Hospice Services in Your Home.

We will stop waiving the premium when You no longer qualify for the Waiver of Premium Benefit.

**Termination:** The Policy will end on the earliest of the following:
(1) the date the Policy Lapses;
(2) the date of Your death;
(3) the date the Policy Maximum Amount has been exhausted; or
(4) Our receipt of Your written request to cancel the Policy. If You do not specify a date to cancel the Policy, it will end on the next Policy monthly anniversary following Our receipt of the request. If You name a future cancellation date in Your written request, it will end on Your requested future cancellation date.

**Right To Change Rates:** The premium rates for the Policy were approved by the Commissioner of Insurance and cannot be increased without prior approval, subject to the terms and conditions of California Insurance Code Section 10236.13. We can change Your premiums based on Your premium class, subject to approval by the Department of Insurance in the state of issue. Premium class means a population segment classified by Our actuaries as having similar characteristics, such as issue age, issue year, rate classification, and selected benefit options or other criteria. Your premium class is determined at the time the Policy is issued. A premium change may be implemented due to: a change in benefits or terms of coverage. This includes any such changes required by any law, regulation, judicial or administrative order or decision; Our determination that an increase is applicable when the change is required because of experience, a change in the factors bearing on the risk assumed, or Our estimate for future cost factors. Any change in premium may occur only after the 3 year Rate Guarantee has expired. We must give You at least 60 days written notice before We change Your premiums. Your premiums will not increase due to a change in Your age or health or solely due to the dissolution of Your marriage.

**Your Right to Reduce Benefits:** You may request that We reduce Your benefits at any time while the Policy is in force. This request must be in writing. You may choose to:
(1) reduce only the Policy Maximum Amount;
(2) reduce the Maximum Daily Benefit; or
(3) reduce other benefits consistent with Our administrative processes.

The premium for the Policy containing the reduced benefits will be based on: the age used to determine the premium for the coverage in force at that time; and the reduced amount of coverage elected. You may not reduce Your coverage below the minimum requirements set by Your state.

If Your Policy is about to Lapse, We will advise You of Your right to lower Your premium by reducing Your coverage. Notice will be sent 30 days after the premium is due. You will have 35 days to consider the offer.

**Your Right to Increase Benefits:** You have the right, on each anniversary of the Policy, to request an increase in coverage in any of the following ways:
(1) increase only the Policy Maximum Amount; or
(2) increase the Maximum Daily Benefits.
If you elect to increase Your benefits, the request will be subject to the following conditions:
(1) payment of additional premium for the additional coverage based on Your age at the time Your request is received. (The premium for the original coverage will not be affected by a request to increase coverage); and
(2) You must apply for the increase in coverage and provide the information We need at that time so We can determine whether You qualify for the additional coverage. You must be eligible for the coverage based on Our underwriting requirements in effect at the time the request is received by Us; and
(3) the request for increase in coverage may not exceed the maximum amounts We issue at the time the request is received.

**New Coverage Offer:** We will notify You if a new long term care policy series; benefits; or additional benefit eligibility provisions not included in Your Policy become available. If they do and have not been previously available from Our Company to the general public, We will give You the opportunity to apply for it, unless You would not be eligible due to issue age limitations under the new coverage.

It will not be available to You if:
(1) You are eligible for benefits;
(2) You are receiving benefits;
(3) You are in the process of satisfying Your Elimination Period; or
(4) You previously have been in claim status under the Policy.

You must apply for the new long term care policy series; benefits; or additional benefit eligibility provisions and provide the information We need at that time so We can determine whether You qualify for the additional coverage. You must be eligible for the new coverage based on Our underwriting requirements in effect at the time the request is received by Us.

10. **ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS**
The Policy provides coverage for mental and nervous conditions as long as You are certified by a Licensed Health Care Practitioner as being a Chronically Ill Individual as defined in the Policy. This includes coverage for: Alzheimer's disease; Parkinson's disease; senile dementia; and related degenerative and dementing illnesses.

11. **PREMIUM**
Your total annual premium is $_____. This includes $_____ for the Included Benefits; $_____ for the Nonforfeiture Benefit Rider; $_____ for the Benefit Increase Option Rider; and $_____ for the Optional Benefits elected, as detailed below:

- ☐ $_____ Shared Care Benefit Rider
- ☐ $_____ Monthly Benefit Rider
- ☐ $_____ Full Restoration of Benefits Rider
- ☑ Waiver of Premium Rider - Home and Community-Based Care
- ☑ Waiver of Premium Rider - Cash Benefit
- ☐ $_____ Joint Waiver of Premium Rider
- ☐ $_____ Return of Premium Upon Death Rider
- ☐ $_____ Elimination Period Credit Rider

The Premium Paying Mode You choose will impact Your overall cost of insurance. Please note that the more often You pay, the higher Your total premium amount will be per year. You should compare all of the Premium Paying Modes available. Choose the one that works best for Your personal needs and finances.

12. **ADDITIONAL FEATURES**

This coverage is medically underwritten.

**CONTINGENT NONFORFEITURE**

After the expiration of the rate guarantee:

- if We increase Your premium rates to a level which results in a cumulative increase of the annual premium equal to or greater than the percentage of Your initial annual premium in the chart below; and
- You are unable to afford the increased premium; then

You may choose one of the Options below.

We will give You at least 60 days written notice prior to the due date of the premium rate increase.

**Options**

We will notify You that You may elect to:

(1) reduce Your current Policy benefits so that the required premium payments are not increased. You may not reduce Your benefits to less than an amount that is currently available; or

(2) change Your coverage as shown under the Shortened Benefit Period shown below. You have 120 days after the due date for the rate increase to choose this option.

No underwriting is required.

**Shortened Benefit Period**

You are eligible for the Shortened Benefit Period when the conditions below are met:

(1) the premium You are required to pay after the increase exceeds Your original premium by the percentage shown below or more; and

(2) You stop paying Your premiums within 120 days of when the premium increase took effect.

| Issue Age | % Increase Over Initial Annual Premium | Issue Age | % Increase Over Initial Annual Premium |
|---|---|---|---|
| 29 and under | 200% | 72 | 36% |
| 30 - 34 | 190% | 73 | 34% |
| 35 - 39 | 170% | 74 | 32% |
| 40 - 44 | 150% | 75 | 30% |
| 45 - 49 | 130% | 76 | 28% |
| 50 - 54 | 110% | 77 | 26% |
| 55 - 59 | 90% | 78 | 24% |
| 60 | 70% | 79 | 22% |
| 61 | 66% | 80 | 20% |
| 62 | 62% | 81 | 19% |
| 63 | 58% | 82 | 18% |
| 64 | 54% | 83 | 17% |
| 65 | 50% | 84 | 16% |
| 66 | 48% | 85 | 15% |
| 67 | 46% | 86 | 14% |
| 68 | 44% | 87 | 13% |
| 69 | 42% | 88 | 12% |
| 70 | 40% | 89 | 11% |
| 71 | 38% | 90 and over | 10% |

Your coverage will continue on a limited basis if it would have otherwise Lapsed because You stopped paying premiums. The daily benefit amounts available will be the same amounts in effect at the time Your Policy would have Lapsed. The maximum benefit amount in force will be equal to all of the premiums paid for all of Your coverage combined. This amount will exclude any waived premiums. The minimum Policy Maximum Amount will be equal to 90 times the Long Term Care Facility Maximum Daily Benefit at the time the coverage would have Lapsed. All optional coverage, including any riders, will end when Your coverage is continued under Contingent Nonforfeiture. If a Benefit Increase Option Rider of any kind was in force at the time Your coverage would have Lapsed, the benefits will NOT continue to increase.

13. **INFORMATION AND COUNSELING**

The California Department of Insurance has prepared a Consumer Guide to Long Term Care Insurance. This guide can be obtained by calling the Department of Insurance toll-free telephone number 1-800-927-HELP. Additionally, the Health Insurance Counseling and Advocacy Program (HICAP) administered by the California Department of Aging, provides long term care insurance counseling to California senior citizens. For a referral to Your local HICAP office, please see the HICAP Local Referral Form You received from Your agent/insurance producer or call the HICAP statewide, toll-free telephone number 1-800-434-0222.

14. **SPECIMEN POLICY AVAILABLE**

You may request a specimen of the policy applicable to this Outline of Coverage. You can request a specimen of the policy from either your agent/insurance producer or from Us at the telephone number above. We will make the policy available to you within 15 days of the day that We receive your request.