CNO FINANCIAL GROUP

CnoSavePlus

SUMMARY PLAN DESCRIPTION

As amended through February 17, 2012

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Introduction

The following is a summary plan description of the CNOSave *Plus* Plan formerly known as the ConsecoSave *Plus* Plan (the "Plan" or "CNOSave") as in effect on September 1, 2010, unless otherwise noted in this summary plan description. The Plan is maintained by CNO Services, LLC, formerly known as Conseco Services, LLC, (the "company" or "CNO") to provide retirement benefits for eligible employees. The name of the Company changed from Conseco Services, LLC to CNO Services LLC and the name of the Plan changed from ConsecoSave *Plus* Plan to CNOSave *Plus* Plan effective August 6, 2010. The recordkeeper for the Plan is the Prudential Insurance Company of America ("Prudential").

This document is intended only as a general summary of the basic provisions of the Plan and is not a substitute for the official Plan document. If there are any inconsistencies between this summary and the Plan document, the Plan document always governs. You are welcome to examine the complete Plan document at your human resources department.

Highlights

- YOUR PLAN ACCOUNT: You may save from 1 percent to 30 percent of your salary in the Plan on a pre-tax or after-tax basis, subject to IRS limits. Your contributions and any company matching contributions are credited to an account in your name.

- COMPANY MATCH: Your employer may, in its discretion, decide to match a portion of your pre-tax contributions, for any period.

- TAX ADVANTAGES: Taxes are delayed on your pre-tax contributions, company matching contributions (if any) and earnings until the money is distributed from the Plan.

- YOU CHOOSE THE INVESTMENT OPTIONS: You choose how to invest your pre-tax, after-tax, company match and profit sharing contributions (if any) and rollover contributions, as well as any earnings on these contributions, selecting from the investment options offered by the Plan.

- WHEN YOU RETIRE: When you retire or leave the company for any other reason, your CNOSave *Plus* account is payable to you or your beneficiary. This payment is generally subject to withholding, unless rolled over to another qualified plan or an IRA.

Who is Eligible?

The Plan is offered to all individuals employed by CNO Services, LLC or one of the participating employers. As of September 1, 2010, the participating employers are Bankers Life and Casualty Company and 40/86 Advisors, Inc. The following is a summary of the eligibility rules:

- You are eligible to participate in the Plan on the first day of the month coincident with or next following one month of employment. For example, if you are hired on July 15, you are eligible to participate in the Plan on September 1.

- The following persons are not eligible for the Plan: any independent contractor; any leased employee; any person treated as an independent contractor or leased employee by a participating employer; any person excluded from participation by the Administrator as an independent contractor or leased employee even if such person is, at any time, determined to be an employee of a participating employer by a governmental agency, court, or other tribunal for any reason, including, the agency's, court's or other tribunal's interpretation of the Plan, any law or regulation, or any facts; any non-resident aliens; and any individual whose employment is covered by a collective bargaining agreement.

Enrolling in the Plan

About one week before you are eligible to participate in the Plan, a Retirement Planning Guide (RPG) will be mailed to your home. The RPG will provide instructions on how to enroll with a temporary Personal Identification Number (PIN) using the CNOSave *Plus* Access Line telephone system or online retirement center. The RPG will also include a beneficiary form and fund profiles. The CNOSave *Plus* Access Line is generally available 24 hours a day, seven days a week, by calling (800) 562-8838. Participation in CNOSave *Plus* is completely voluntary. You may enroll in the Plan at any time after receiving your RPG. You may also enroll in CNOSave *Plus* through the Prudential Online Retirement Center: www.prudential.com/online/retirement or by calling the CNOSave Plus Access Line at (800) 562-8838.

Naming a Beneficiary

In the event of your death, your account balance will be distributed to the person you have named as your beneficiary. All beneficiary designations must be made on the beneficiary designation form provided by CNO and all beneficiary designations must be on file with CNO or Prudential prior to your death. If you have not named a beneficiary or if your beneficiary dies before you do, your account will be distributed as described in "If You Die" on page 14. Under current laws, if you are married, your spouse is automatically your beneficiary. If you want to name someone other than or in addition to your spouse as beneficiary, your spouse must consent to your choice by signing the Spousal Waiver in the presence of a notary public.

You may change your beneficiary at any time. If you are married, your spouse must approve the change in writing.

If your marital status or family situation changes, you should review your beneficiary and determine whether to complete and file an initial or new beneficiary designation. Beneficiary designation forms are available online at www.prudential.com/online/retirement or by calling the CNOSave Plus Access Line at (800) 562-8838.

Contributions Under the Plan

CNOSave *Plus* allows six different types of contributions:

- Your pre-tax contributions
- Your after-tax contributions
- Your catch-up contributions (if you are 50 or older)
- Company discretionary matching contributions
- Company discretionary profit sharing contributions
- Rollover contributions

If you participate in CNOSave *Plus*, you may contribute from 1 percent to 30 percent of your compensation (in whole percentages) up to the maximum amount established by the IRS. Your compensation includes base pay, overtime, bonuses (if applicable), and commissions reportable on Form W-2, but excludes income resulting from: payment of insurance premiums, moving expenses, tuition expenses, automobile expenses, severance payments, non-cash incentive awards (including stock options, restricted stock or other stock-based compensation), forgiveness of a loan made to you by your employer, a distribution from a non-qualified deferred compensation arrangement, the exercise of stock options, lapse of restrictions on restricted stock or other stock-based remunerations, and a stock purchase program established by the company. Compensation generally includes your eligible wages paid for services performed before your severance from employment (or within the later of 2 1/2 months after your severance of employment or the end of the Plan Year that includes your date of severance) as regular pay and for unused accrued bona fide sick, vacation or other leave that you would have been able to use if your employment had continued. Compensation may also include amounts paid to you by the company during a period when you do not perform services for an employer due to qualifying military service. Compensation also includes salary reduction contributions under this plan, or a plan described in Code §125 or Code §132(f).

You may contribute to your CNOSave *Plus* account either before or after taxes have been deducted. Your contributions are deducted from your paycheck and deposited in your account. Contributions include:

- YOUR PRE-TAX CONTRIBUTIONS. You may contribute from 1% to 30% of your compensation in whole percentages on a pre-tax basis, subject to IRS limits. Pre-tax contributions are eligible for any discretionary company match.

- YOUR AFTER-TAX CONTRIBUTIONS. You may contribute from 1 to 30% of your compensation in whole percentages on an after-tax basis, subject to IRS limits. After-tax contributions are also credited to your account, but they are not eligible for any company discretionary matching contributions. You may make after-tax contributions without making pre-tax contributions.

  Note: The total of your pre-tax and after-tax contributions cannot exceed 30% of your compensation.

- YOUR CATCH-UP CONTRIBUTIONS. If you have attained the age of 50, or will attain the age of 50 before the end of the Plan Year (December 31), you may elect on a pre-tax basis to make “catch-up contributions” to CNOSave *Plus* in addition to your regular pre-tax deferrals. You may elect a dollar amount to be deducted from your pay in the same manner as pre-tax contributions. No company match (if any) will be made based on your catch-up contributions.

Election changes affecting your catch-up contributions may be made under the same procedures described above for pre-tax contributions, except that such changes must be made in dollar amounts. Effective January 1, 2011, catch-up contribution elections must be a percentage of your compensation to be deducted from your pay in the same manner as pre-tax contributions and may be made under the same procedures as described above for pre-tax contributions..

For 2010, catch-up contributions cannot exceed $5,500. This cap is indexed for inflation in $500 increments.

Any amounts that you contribute to the Plan on a pre-tax basis and designate as catch-up contributions may be re-designated by the Plan Administrator to be regular pre-tax deposits if you do not contribute the maximum amount of pre-tax deposits by the end of the Plan Year.

The company forwards your pre-tax, after-tax and catch-up contributions on a regular basis to the Plan's trust. Your money is held in trust and is invested in the offered investment option(s) you select. You'll receive an account statement periodically.

- COMPANY DISCRETIONARY MATCHING CONTRIBUTIONS. Your employer may, in its discretion, make a company matching contribution to the Plan in cash for any period. CNO Management Services Company has the discretion to determine the amount and timing of the contributions. Matching contributions and earnings are not taxed until you receive a distribution from your account.

- COMPANY DISCRETIONARY PROFIT SHARING CONTRIBUTIONS. Your employer also may make a company profit sharing contribution to the Plan. CNO Management Services Company has the discretion to determine the amount and timing of the profit sharing contribution. If your employer makes a profit sharing contribution for any period, the aggregate profit sharing contributions for the Plan Year will be allocated among all eligible participants based on the ratio that each participant's compensation for the Plan Year bears to compensation of all eligible participants for the Plan Year. In order to be eligible to receive an allocation of any discretionary company profit sharing contribution, you must be actively employed with the employer (or on an authorized leave of absence) on the last day of the Plan Year to which the contribution relates, or if you are not employed on the last day of the Plan Year, your employment must have terminated during the Plan Year due to retirement (on or after age 60), disability (as determined by the United States Social Security Administration) or death.

- ROLLOVER CONTRIBUTIONS. If, before joining the company, you participated in a qualified savings or retirement plan, you may be able to roll over all or a portion of your account balance from your former plan into CNOSave *Plus*. You may choose to make a direct rollover directly from your former employer's plan into the Plan, or you can have the payment from your former employer's plan made directly to you and then roll it over to the Plan. You may also roll over to the Plan eligible distributions from a traditional IRA. You may make a rollover contribution to CNOSave *Plus* even if you are not yet eligible to make contributions from your salary. Any contributions and earnings eligible for rollover treatment can be rolled into the Plan.

You must include documentation that the prior employer's plan is qualified with your rollover request. Any of the following forms of documentation are acceptable: (1) a copy of the previous plan's IRS determination letter; (2) a copy of the previous plan's Summary Plan Description; (3) a copy of your statement that provides the plan name and plan type; or (4) a letter from your previous plan provider stating the assets are from a qualified retirement plan. Contact the CNOSave *Plus* Access Line at (800) 562-8838 to find out whether a rollover is possible in your situation. If payment is made directly to you, you must make the rollover to the Plan within 60 days after you receive payment from the former plan to avoid incurring tax on the distribution. When you roll money over to the Plan, a special account is set up for your rollover contribution. No company match will be made based on rollover contributions. You are not eligible for company matching contributions (if any) until you start saving in the Plan through pre-tax contributions (see "A Few Words About Taxes" on page 13 for more details).

The Advantage of Pre-tax Contributions

CNOSave *Plus* lets you defer taxes by making pre-tax contributions. Here's how:

When you deposit money in a bank account or other savings vehicle, you have usually already paid taxes on those amounts. Under CNOSave *Plus*, however, your savings are deducted from your income before federal and most state and local income taxes are applied but **after** Social Security taxes are deducted - then the balance of your salary is taxed. Your savings are not counted as part of your taxable income for federal and most state and local income taxes until you receive a distribution of your account.

Changing Your Contributions

You may change your payroll contribution percentage or your catch-up contribution election by calling the CNOSave *Plus* Access Line at (800) 562-8838 or by logging onto Prudential's Online Retirement Center: www.prudential.com/online/retirement. You may stop contributing to the Plan at any time. Changes are sent to the payroll department, and will show up on the next administratively practicable payday.

Limits on Contributions

Current laws impose three limits on contributions to your account. You will be notified if any of these limits affect you:

- ANNUAL IRS LIMIT. Each year the IRS imposes limits as to how much you may contribute on a pre-tax basis. This limit on your pre-tax contributions is adjusted each year to reflect changes in the cost of living. (The limit in 2010 is $16,500.) When your election reaches the IRS limit, your pre-tax contributions must stop. If your contributions were somehow to exceed this amount, any contributions over the limit would be returned to you as taxable income. If you participate in more than one employer's savings plan during the year, it is your responsibility to make sure your total pre-tax contributions do not exceed the annual limit.

- THE SECTION 415 LIMIT. This is a limit on the total amount of employer and employee contributions that may be contributed to this kind of plan. The limit is 100 percent of your total salary or a specified dollar amount ($49,000 in 2010) per year, whichever is less. The specified dollar amount is also adjusted each year to reflect changes in the cost of living.

- A PROPORTIONAL LIMIT. By law, plans like CNOSave *Plus* must be used by a balanced proportion of employees at lower and higher salary levels. If the contributions are not balanced, the pre-tax, after-tax and company matching contributions, if any, of higher paid employees may be reduced or returned. Lower contribution limits may be applied to highly paid employees to minimize this problem.

Military Leave

If you are returning from uniformed service, you may have certain rights with respect to CNOSave *Plus* pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). The following special rules apply if you are absent from work due to eligible military service and you return to work within the period set by law:

- You may make up any voluntary contributions that you missed while in military service within five years of your return or three times the period of military service, if less. Earnings on these contributions and any applicable employer match will be credited after such contributions are made.

- Any loan payments which were suspended during your leave will be resumed and the term of your loan will be reamortized at the time of your return from military leave.

Please contact the Plan Administrator for further information on military leaves.

Family and Medical Leave

If you are eligible for leave under the Family and Medical Leave Act ("FMLA"), special rules may apply to your benefits. Contact the Plan Administrator for more information.

Your Investment Choices

The Plan Administrator will from time to time select investment options in which you may invest the contributions made to your account. You decide how contributions are invested among the available investment options selected by the Plan Administrator. Your contributions are invested in accordance with the investment options you select or, if you have not selected any investment options, in the Balanced Fund selected by the Trustees as the default investment. For details about the investment options that are currently available, refer to the Retirement Planning Guide.

Prospectuses, annual reports and fund performance information for the CNOSave *Plus* investment options are available via the CNOSave *Plus* Access Line, (800) 562-8838. Fund performance information is also available from Prudential's Online Retirement Center. You are urged to read the prospectus for each investment option.

Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") provides that if you are allowed to exercise control over the assets in your account, and you actually exercise such control, then no person who is otherwise a fiduciary of the Plan will be liable for any loss that results from your exercise of investment control. The Plan is intended to comply with the provisions of Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations, Section 2550.404(c)-1, with respect to the self-directed accounts of each Participant. Therefore, the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by you or your beneficiaries.

Investment Fund Changes

Subject to the limitations described below and any additional administratively necessary limitations, you may elect to change how your savings are invested at any time. When changing investments, you have two options:

- Change future investments - If you do this, you change the mix for future contributions, but your current account balance investment mix is not affected.
- Transfer current account balances - You may reallocate your total account balance or move a portion of your account balance among the investment options. A transfer does not affect the way new contributions are invested.

You can initiate changes to future investments and transfers of current account balances through the CNOSave *Plus* Access Line or via Prudential's Online Retirement Center. For purposes of ERISA Section 404(c), you will be deemed to have provided instructions to the Plan fiduciary when you initiate changes to future investments and transfers of current account balances through the CNOSave *Plus* Access Line or via Prudential's Online Retirement Center, provided that the instructions are made in accordance with the Plan's rules and the rules governing the Access Line and the Online Retirement Center. Transfer transactions received by 4:00 p.m. Eastern Time are processed the same day (excluding days on which the New York Stock Exchange is closed); transactions received after 4:00 p.m. Eastern Time are processed the next business day. Notwithstanding the foregoing, implementation of your investment instructions may be delayed in the event of failures of technology or in similar circumstances. The Plan fiduciaries will not be responsible for any losses caused by such delays.

Changing Future Investment Choices

You may change future investment allocations at any time using the CNOSave *Plus* Access Line or Prudential's Online Retirement Center. You may invest your contributions in increments of 1% or more, in whole percentages. Any income earned by an investment option is automatically reinvested in that particular investment option.

Transferring Current Account Balances

If you elect to change to another investment option, the affected portfolios or funds will be buying and selling assets. You may make transfers among funds at any time; transfers are typically reflected in your 401(k) account the next business day. In general, you may make a change on any business day. However, in certain situations (for example, excessive trading), there may be limitations on transfers. Prudential will send you a warning letter if it appears that you are engaging in excessive trading. You may request a copy of the Plan's excessive trading policy by calling the CNOSave *Plus* Access Line at (800) 562-8838.

Account Valuations and Statements

Each participant has an individual account with different types of contributions. Your account is valued daily, and you can check your account's value at any time by calling the CNOSave *Plus* Access Line. You will receive a personalized statement showing your account balance each quarter.

Loans

The company encourages you to avoid making withdrawals until retirement so your account can grow in value for your future benefit. The company does, however, realize that you may need some of your savings when certain situations arise. Taking a loan from your account gives you some access to your savings while you are an active employee.

When you borrow money from the Plan, you are essentially borrowing from yourself. In effect, you even pay yourself interest. Your account balance is used as collateral for securing the amount of your loan.

How Much You May Borrow

If you are an active participant, you may borrow up to 50 percent of your vested balance, excluding company contributions and earnings on those company contributions. You may have only one loan outstanding at a time and your account will be charged initiation and maintenance fees, as imposed by Prudential.

- Minimum: $1,000
- Maximum: $50,000, reduced by your highest outstanding loan balance of the past 12 months.

Applying for a Loan

You may request a participant loan by calling the CNOSave *Plus* Access Line at (800) 562-8838 or by logging onto Prudential's Online Retirement Center: www.prudential.com/online/retirement. The maximum amount you may borrow is based upon your account's value at the time you request a loan. You may call the CNOSave *Plus* Access Line or log onto Prudential's Online Retirement Center for information about available loan amounts, loan interest rates and loan modeling (this helps you determine a monthly loan repayment amount). The loan documents, promissory note and check will be mailed to your home. Your spouse's consent may also be necessary if you had funds transferred from another plan in a plan merger and your normal form of distribution is a joint and survivor annuity. A $50 fee imposed by Prudential will be deducted from your account when the loan is processed. A quarterly maintenance fee of $6.25, imposed by the Prudential, will also be charged against your account while the loan is outstanding.

A loan is treated as a separate investment election you have made with your funds. Consequently, your other investment options will be sold pro rata to raise the cash for your loan. Your loan repayments are invested in accordance with the investment options you currently have selected or, if you have not selected any investment options, in the Balanced Fund selected by the Trustees as the default investment.

Repaying a Loan

You repay your loan through after-tax payroll deductions. Under the Plan, you have up to 20 years to repay a loan that was used for the purchase of a primary residence. All other loans have a maximum repayment period of 4-1/2 years (5 years for loans granted on or after August 1, 2008). Loan repayments will be suspended under this Plan as permitted pursuant to federal law relating to benefits during military leave and may be suspended for up to 12 months during an authorized unpaid leave of absence.

The rate of interest you pay is set when you request the loan and does not change over the course of the loan. The Plan Administrator establishes the loan rate within the regulations set forth by the U.S. Department of Labor. The rate will be equal to the prime interest rate, as published in the Wall Street Journal on the fifteenth (15^{th}) day of the last month of each calendar quarter. If the fifteenth (15^{th}) falls on a weekend or holiday, the rate published on the next business day will be used. If you repay the loan according to the terms of the loan agreement, there are no income tax or excise tax liabilities.

You may prepay the entire outstanding loan balance at any time without prepayment penalty. Partial prepayments are also allowed. You should call the CNOSave *Plus* Access Line to check your prepayment amount.

MISSED PAYMENTS AND DEFAULTING

Since your loan repayments are deducted from each paycheck, it is difficult to miss or default on payments. In addition, loan payments may be suspended for up to 12 months if you are on an authorized unpaid leave of absence or up to the length of your leave if you are on a qualified military leave. However, if you are on an unpaid leave for more than 12 months, or if your salary is not enough to cover the repayment amount, you may miss or default on repayments unless other payment arrangements are made. If the loan defaults, the outstanding loan amount becomes taxable immediately and will be deducted from your distribution.

IF YOU LEAVE THE COMPANY

If you leave the company for any reason with an outstanding loan balance and choose not to repay the loan within 60 days of your termination of employment, your loan will be in default. The outstanding loan amount will be reported to the IRS as a taxable distribution and will be deducted from your distribution.

Withdrawals

In addition to loans, limited withdrawals from your account are also available. A check for the amount of any withdrawal will be mailed to you as soon as administratively feasible after the date of your request. You may qualify for the following withdrawals:

- After-tax withdrawals
- Age 59½ withdrawals
- Age 55 withdrawals
- Hardship withdrawals

Unlike loans, withdrawals may have immediate tax consequences. The amount that may be withdrawn is based upon the value of your account at the time the withdrawal is processed. Call the CNOSave *Plus* Access Line or log onto Prudential's Online Retirement Center to request a withdrawal or get information about available withdrawal amounts.

AFTER-TAX WITHDRAWALS

You may request a withdrawal of all or part of your after-tax contributions and earnings at any time. The earnings portion of your withdrawal will be subject to income tax as well as a 10 percent additional tax under certain circumstances (see "A Few Words About Taxes" on page 13 for more details).

AGE 59½ WITHDRAWALS

If you are at least age 59½, you may request a withdrawal of all or a portion of your vested account at any time. Except for your after-tax contributions, your withdrawal will be subject to income tax but not the 10 percent additional tax (see "A Few Words About Taxes" on page 13 for more details).

AGE 55 WITHDRAWALS

If you are at least age 55, you may request a withdrawal of all or a portion of your vested Employer Contribution Account at any time. Your withdrawal will be subject to income taxes and may be subject to a 10 percent additional tax (See "A Few Words About Taxes" on page 13 for more details.)

HARDSHIP WITHDRAWALS

If the After-Tax, Age 59½, or Age 55 withdrawals are not available and you have exhausted the plan loan option, you may qualify for a hardship withdrawal from your pre-tax contribution account, after-tax contribution account, catch-up contributions account and rollover account. Qualified reasons for making a hardship withdrawal are:

- Tuition and education expenses for you, your spouse or your children
- Costs directly related to the purchase of your primary residence (excluding mortgage payments) or to avoid eviction from or foreclosure against your primary residence
- Medical expenses for you, your spouse or your dependents for which there are no other resources
- Burial or funeral expenses for your deceased parent, spouse, children or dependents
- Expenses for the repair of damage to your principal residence that would qualify as a casualty deduction
- Other expenses which the IRS deems eligible in the future

In addition, the IRS requires you to stop contributions to this Plan and to all other qualified and nonqualified plans maintained by CNO Services, LLC or any other related employer for six months after a hardship withdrawal has been made.

Application for hardship withdrawal is subject to approval by the Plan Administrator and must include documentation showing your hardship that is dated within 45 days of the withdrawal application. The Plan Administrator will utilize the following guidelines in making a determination on the hardship request:

HARDSHIP REASON	ACCEPTABLE DOCUMENTATION
Purchase of primary residence	Binding contractual agreement to build home, signed by both parties to the contract, or binding purchase agreement signed by both parties to the contract along with a copy of estimated closing costs from the financial institution.
Eviction from home	Either court order or letter from landlord. All letters must clearly identify the landlord and provide an address and phone number. Either letter or court order must clearly state the dollar amount that is due before eviction proceedings are to take place.
Foreclosure on home	Either court order or letter from creditor that clearly states the dollar amount that is due before eviction proceedings are to take place.
Medical or dental expenses	Copies of actual bills which state the insurance does not cover the expenses.
Education expenses	Copies of actual bills for future tuition, related educational fees and room and board expenses for up to the next 12 months. Bills for previously attended semesters or student loans are NOT acceptable documentation.
Burial or Funeral Expenses	Copy of death certificate and bill from funeral home showing costs of burial or funeral.
Repair to Principal Residence Qualifying as a Casualty Deduction	Evidence of casualty, repair bill, and proof that insurance did not cover the casualty expense claimed as a hardship.

To apply for a hardship withdrawal, contact the CNOSave *Plus* Access Line to obtain the necessary forms and instructions. If your application is approved, you will receive payment as soon as administratively feasible.

Your hardship withdrawal will be limited to the lesser of: (1) the amount needed to meet your immediate financial need, or (2) the value of your pre-tax deposit account and catch-up contribution account (with the value of each of these accounts reduced for earnings or appreciation on pre-tax deposits credited to your account after 1988), and the value of your after-tax contribution and rollover accounts. Hardship withdrawals are subject to taxation, including a 10 percent penalty tax, if applicable.

Qualified Reservist Distributions

If you are ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and you are eligible for a "qualified reservist distribution" (as defined in Code section 72(t)(2)(G)), then you may elect to withdraw any portion of your pre-tax contribution account, catch-up contribution account, after-tax contribution account, and rollover account while you are on active duty, regardless of your age. The 10% early payment penalty tax, normally applicable to Plan distributions made before you reach age 59 ½, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within two years following your completion of active duty. You may call the CNOSave *Plus* Access Line at (800) 562-8838 for more information on qualified reservist distributions.

Hierarchy of Withdrawals

All monies paid out of your CNOSave *Plus* account for a distribution, loan or any type of withdrawal, or any fees or expenses, will come from accounts and investment funds in the Plan in an order that is determined by the Plan Administrator.

Vesting in Contributions

You are always 100 percent vested in your pre-tax, after-tax and rollover contributions and their earnings.

You will be vested in company matching contributions and company discretionary profit sharing contributions, if any, according to the following schedule:

Years of Service	*Percent Vested*
One year	20%
Two years	40%
Three years	60%
Four years	80%
Five years	100%

Length of employment–or "service"–is used to determine when you become vested in company matching contributions and company discretionary profit sharing contributions. Service is counted in full anniversary years.

You will also be 100 percent vested in your company matching contributions and company discretionary profit sharing contributions if your employment terminates due to retirement (on or after age 60), disability (as determined by the United States Social Security Administration) or death.

Break in Service Rules

When you fail to complete at least one hour of service during any 12-consecutive month period, you incur a "break in service". However, in certain circumstances, you will be credited with hours of service, even though you didn't actually work. This occurs primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for vesting purposes.

Reemployment Rules

If you have a break in service and are later reemployed by CNO Services, LLC or a controlled group member, your years of service before the break in service will be restored, provided:

- You were vested in some portion of your contributions credited to your account when you incurred your break in service; or
- You are reemployed before incurring five consecutive breaks in service.

However, if you previously made pre-tax contributions to the Plan, your prior service will be restored even if you were not vested in any portion of the employer contributions allocated to your account and your break in service exceeds five years.

Forfeitures

Forfeitures are created when you leave your employer before you are fully vested. Forfeitures will be used first to restore amounts previously forfeited by re-employed participants, second to reduce company contributions, and finally to reduce the plan's expenses.

If you received a total distribution of your vested account balance and you return to employment with the company before incurring five consecutive one year breaks in service, your forfeitures will be restored, provided you repay the full amount of your previous distribution within five years from the date of your distribution.

Distributions

The vested portion of your account may be distributed:

- Any time after you leave your employer and its affiliates
- If you become disabled (as determined by the United States Social Security Administration)
- If you die
- If the Plan ends

When you terminate employment with your employer, you can choose whether or not you want a distribution. If your account balance is over $1,000, your account may remain in the Plan until you reach age 70½. If your account is less than $1,000 at any time following your termination of employment, distribution will be made to you in a lump sum unless you elect a direct rollover.

How Your Account is Distributed

The way your account is distributed is very important because of the tax implications of your choice. A tax notice that explains your distribution options–and the corresponding tax implications–in greater detail was provided to you in your Welcome Kit. A summary of the tax notice will be provided to you when you request a distribution. You will also be provided with a copy of the entire notice without charge upon request.

In general, you may elect to have all or any part of your distribution paid in a direct rollover, or paid to you, as follows:

- If you request a direct rollover to another eligible retirement plan or a traditional IRA: All or part of your account (at your direction) will be made payable to another employer's eligible retirement plan or to a traditional IRA. The portion that is rolled over is not subject to immediate taxation. Rather, the amounts are taxed as you take distributions from that eligible retirement plan or traditional IRA. Any portion not rolled over will be distributed to you.

- If you request a direct rollover to a Roth IRA: You may also elect to have all or part of your account (at your direction) made payable to a Roth IRA. The portion that is rolled over to a Roth IRA is subject to immediate taxation. You are responsible for paying the tax. Because this amount is taxed at the time of the rollover, when you later take distributions from the Roth IRA, the distributions from the Roth IRA are tax-free.

- If the distribution is made to you: Your account may be paid to you in a full or partial lump sum and will be subject to immediate taxation, as well as mandatory federal tax withholding of 20%. If you receive a payment before you reach age 59 ½ and you do not roll it over, then, in addition to the regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment. You can roll over all or part of the payment by paying it to your Roth IRA, your traditional IRA, or to an eligible retirement plan that accepts your rollover, within 60 days after you receive the payment. As previously mentioned, the amount that is rolled over to a Roth IRA continues to be subject to immediate taxation. However, the amount rolled over to your traditional IRA or to another eligible retirement plan will not be taxed until you take it out of the traditional IRA or the eligible retirement plan. If you want to roll over 100% of the payment to a traditional IRA or an eligible retirement plan, *you must find other money to replace the 20% of the taxable portion that was withheld.* If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over to the traditional IRA or eligible retirement plan.

- If your account is over $1,000 and your distribution is due to termination of employment, death, disability, or retirement, you may also elect to receive your distribution in monthly, quarterly, semi-annual or annual installments over a maximum of nine years and 11 months.

To Receive a Distribution

You may request a distribution by calling the CNOSave *Plus* Access Line at (800) 562-8838 or by logging onto Prudential's Online Retirement Center: www.prudential.com/online/retirement. Depending on the distribution type, you may either initiate the distribution directly with a Participant Service Representative, or the appropriate distribution form will be mailed to your home address. Forms, additional information and instructions are available from the CNOSave *Plus* Access Line. If you die, your beneficiary should contact the CNOSave *Plus* Access Line for assistance with completing an application.

A Few Words About Taxes

Tax laws are complicated, and they affect people in different ways. Before you receive a distribution from the Plan, it is important that you talk to a tax specialist for information on how your payment will be taxed.

Here are a few general guidelines to help you understand how payments are usually taxed. This information is based on current laws and is subject to change. Also, these guidelines do not reflect every possible situation or interpretation.

- Income taxes: You will pay regular income taxes on the taxable portion of the distribution of your account in the year in which you receive the distribution (or the year you roll over your account to a Roth IRA, if applicable).

- 20% mandatory withholding: If any portion of your payment can be rolled over tax free and you do not elect to make a direct rollover, the Plan is required by law to withhold 20% of the taxable amount.

- 10% early payment penalty tax: In general, the IRS imposes a 10% penalty tax on distributions from qualified plans before you reach the age of 59½. The penalty tax is in addition to your regular income taxes on the payment. However, this tax does not apply in some cases. For example, it does not apply if you die, become disabled or terminate employment after reaching age 55. The 10% early payment penalty tax is not subject to mandatory withholding.

- Voluntary withholding: If any portion of your payment is taxable, but is not subject to the mandatory withholding rules described above (for example, if you elect a direct rollover of your account to a Roth IRA), you may elect to have withholding apply to that portion of your payment. If you would like the Plan to withhold income taxes from the payment on your behalf, you must direct the Plan to withhold taxes from the payment at the time you request the distribution.

As mentioned earlier, when you receive distribution of your account, the IRS requires withholding of 20%, unless you elect a direct rollover (including a direct rollover to a Roth IRA). Actual taxes owed may be more or less than the 20% withheld depending on your individual tax circumstances, and will be determined when you file your income tax return. The required withholding is for federal tax only; accordingly, you also may likely owe state and/or local taxes.

Note: The 10% early payment tax, if applicable, is not withheld from your payment. You are responsible for paying this additional tax when you file your tax return. Consult your tax adviser for information about your situation.

Your Welcome Kit included a Special Tax Notice Regarding Plan Payments. The notice contains information to help you make your decision about how to receive your benefits from the Plan. A summary of the tax notice will be provided when you request a distribution. If you wish to receive another copy of the Special Tax Notice, you may request one without charge by calling the CNOSave *Plus* Access Line at (800) 562-8838.

IF YOU DIE

If you die before receiving your Plan benefits, the full value of your account is paid to your beneficiary. If you have not named a beneficiary, or if your beneficiary dies before you do, the full value of your account is distributed, in the order named, to each of the following as shall be living on the date of distribution, as follows:

- Your spouse; or, if none,
- Your descendants, per stirpes[1]; or, if none,
- Your parents in equal shares; or, if none,
- Your bothers and sisters in equal shares and their descendants, per stirpes; or, if none,
- The estate of the last survivor of said persons.

When your account balance is paid to your beneficiary, it is not subject to the 10 percent early payment penalty tax. However, regular income tax will be due on the value of your account.

If your beneficiary is your spouse, he or she may defer current income taxes by rolling the distribution into a traditional IRA or other eligible retirement plan. If your beneficiary is a non-spousal beneficiary, he or she may defer current income taxes by rolling the distribution into a traditional IRA. In addition, your spouse or non-spousal beneficiary may elect to roll over your account to a Roth IRA; however, in the case of a rollover to a Roth IRA, your beneficiary will pay tax on the amounts that would have been taxable income to you in the year in which the rollover is made.

If your account balance is less than $1,000, distribution of your account will be made in a lump sum payment within one year following your death to or for the benefit of your beneficiary.

If your account balance is greater than $1,000, your beneficiary may elect to leave your account balance in the Plan, but not indefinitely. If you had already begun receiving distributions, and you die after reaching age 70 1/2, then the remainder of your account will be distributed to your beneficiary at least as rapidly as the method of distribution in effect on the date of your death. If you have not already begun taking distributions at the time of your death and your beneficiary is not your spouse, then either your beneficiary must begin receiving installment distributions from your account in the year after the year in which your death occurs or your entire account balance must be distributed to your beneficiary within five years after your death. However, if your spouse is your beneficiary, your spouse can defer the distribution of your account until such time as you would have reached age 70 1/2 if you had not died.

For more information about distributions in the event of your death, your beneficiary should contact the CNOSave *Plus* Access Line.

Situations That Affect Your Benefits

There are some situations that could cause a change in or reduction of your benefits. These are as follows:

Domestic Relations Order and Alienation of Benefits

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1 As an example of what "per stirpes" means, if you have three children and one of them predeceases you, leaving two children (your grandchildren), when you die, your two surviving children each get a third and your two grandchildren each share in the remaining third.

As a general rule, your interest in your Plan account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account.

There are exceptions, however, to this general rule. The Plan Administrator may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments. The Plan Administrator must honor a "qualified domestic relations order." A qualified domestic relations order is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator shall determine whether any domestic relations order received is qualified. Effective October 1, 2010, a $750 fee for the review of qualified domestic relations orders will be deducted from the Participant's and/or alternate payee's accounts as provided in the Administrator's procedures governing qualified domestic relations orders. Participants and beneficiaries may obtain a copy of the Plan Administrator's procedures governing qualified domestic relations orders from the Plan Administrator without charge.

PLAN MAXIMUMS

CNOSave *Plus* has maximum benefit limits that apply. For CNOSave *Plus*, the IRS sets limits on the amount you and the company may contribute to your account each year. These limits generally apply to higher-paid employees (see "Limits on Contributions" on pages 5 and 6). You will be notified if they affect you.

PLAN AMENDMENTS, TERMINATION OR DISCONTINUATION

The company intends to continue the Plan indefinitely; however, it reserves the right to amend or terminate the Plan at any time. No amendment or termination can deprive you of benefits to which you are already entitled. Upon termination of the Plan, Plan assets would be distributed to participants or beneficiaries as prescribed by law. Participants will be notified in due course concerning substantial changes to the Plan.

The Administrator of the Plan has full and exclusive power and discretion to construe and interpret any and all provisions of the Plan, to adopt rules and regulations for administering the Plan, and to resolve any and all questions arising under the Plan.

Lost Participants and Beneficiaries

It is your responsibility to file and maintain your current address with the Plan Administrator. If you cannot be located, the balance remaining in your account will be forfeited and used to reduce future Employer contributions to CNOSave *Plus*. If you or your beneficiary file a claim in writing to the Plan Administrator regarding your account, upon validation of your claim, your benefit will be reinstated and paid in accordance with the Plan.

Statement of ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, all Plan documents, including, insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as the latest annual report (Form 5500). This examination may take place at the Plan Administrator's office and at other specified locations, such as other worksites.

- Obtain copies of all Plan documents, including insurance contracts, the latest annual report, an updated summary plan description and other pertinent Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies;

- Receive a summary of your Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report; and

- Obtain a statement at least once each calendar quarter telling you the total amount that has been accrued in your Plan account, the amount that is non-forfeitable (or fully vested) and the earliest date on which the total amount in your account will become non-forfeitable. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial and obtain copies of documents relating to the decision without charge. You have the right to have the Plan Administrator review and reconsider your claim within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from your Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or medical child support order, you may file suit in federal court. If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor. Inquiries should be sent to:

Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

If a Benefit is Denied

Although it does not happen often, occasionally disagreements about benefit eligibility or amounts arise. In most cases, they can be resolved quickly and easily by calling human resources. If the issue is not resolved, you should know that there are formal procedures in place so that you may appeal the decision.

If your claim for a benefit is denied or reduced, in whole or in part, you will be notified in writing by human resources. You should receive this notice within 90 days of the date on which you filed the claim. If because of special circumstances the Plan Administrator cannot render a decision on a claim within the 90-day period, the Plan Administrator may extend the 90-day period to 180 days after receipt of the written claim. The Plan Administrator will provide you with a written notice of the extension before the end of the initial 90-day period. The notice will describe the specific reasons for denial and the Plan provisions on which they are based. The notice will also describe how claims are reviewed and explain the steps for an appeal. If you need to provide additional material to complete the claim, that will be noted.

Note that if you or your beneficiary believes that you or your beneficiary's investment instructions have not been implemented in a timely fashion, the Plan will treat such allegation as a claim for benefits and will follow the procedures in this section.

Then, if you are unable to resolve any disagreement you have with the denial, you, your beneficiary or your legal representative may ask for a full review of the decision by writing to the company. The request for this review must be made within 60 days of the date you receive the denial. You should include a description of the benefits you are claiming and the reasons for your claim. You may review any documents related to the claim, and you may submit issues and comments in writing.

The final decision on your claim will be made promptly, usually within 60 days after you request is received. There may be times when this 60-day period will be extended. This extension may only be made, however, where there are special circumstances, which are communicated to you in writing within the 60-day period. In any case, you will know the final decision no later than 120 days after the request for review has been received.

You must follow the procedures described in this section (and comply with all applicable deadlines) as a condition to the receipt of any benefit under the Plan, and as a condition to the availability of any other relief under or with respect to the Plan. Your failure to follow the procedures described in this section (including the failure to comply with the applicable deadlines) will extinguish your right to file a subsequent claim or to file a lawsuit with respect to the claim. If you follow the procedures described in this section, but your final appeal is denied, you will have one year to file a lawsuit with respect to that claim, and failure to meet the one-year deadline will extinguish your right to file a lawsuit with respect to that claim.

Non-PBGC Plan

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to the Plan.

Administrative Information

Plan Name
CNOSAVE *PLUS* PLAN

Plan Sponsor
CNO SERVICES, LLC
11825 North Pennsylvania Street
Carmel, Indiana 46032
(317) 817-6100

Plan Identification Number
001

Plan Year
January 1-December 31

Plan Administrator
CNO SERVICES, LLC
11825 North Pennsylvania Street
Carmel, Indiana 46032
(317) 817-6100

Trustees for CNOSave Plus
Tom Barta, Senior Vice President of Finance
Matt Hall, Senior Vice President of 40/86 Advisors, Inc.
John Kline, Senior Vice President and Chief Accounting Officer
11825 North Pennsylvania Street
Carmel, Indiana 46032
(317) 817-6100

Tax Identification Number
35-1965822

Legal process may be served on the Plan Administrator and any or all of the Plan trustees.

CNOSAVE *PLUS*

Supplement A to Summary Plan Description

for

Former Employees of ICH

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of ICH as a result of the merger of the ICH Savings Investment Plan ("Prior Plan") into the BankersSave Plan and the merger of the BankersSave Plan into the CNOSave *Plus* Plan. This supplement should be kept along with your SPD.

1. Withdrawals. Notwithstanding any other provision in the Plan to the contrary, this section shall only apply to withdrawals to former ICH employees who have become Participants hereunder.

(a) Matching Employer Contribution Withdrawals. You are allowed to take withdrawals from your Prior Plan Employer Matching Contribution Account at any time, in accordance with the procedures and rules established by the Administrator. The Prior Plan Employer Matching Contribution Account is made up of employer matching contributions credited to your account under the Prior Plan as adjusted by earnings or losses thereon. Payment will be made as soon as administratively feasible following the date the request is submitted to the Administrator. Withdrawals under this paragraph will be charged against the value of your sub-account in each of the investment funds proportionally.

(b) Rollover Account Withdrawals. You are allowed to take withdrawals from your Prior Plan Rollover Account in accordance with the procedures and rules established by the Administrator. The Prior Plan Rollover Account is made up of rollover contributions credited to your account under the Prior Plan as adjusted by earnings or losses thereon. Payment will be made as soon as administratively feasible following the date the request is submitted to the Administrator. Your entire Prior Plan Rollover Account will be available for withdrawal pursuant to the provisions of this paragraph. Withdrawals under this paragraph will be charged against the value of your sub-account in each of the investment funds proportionally.

2. Loans. Notwithstanding anything in the Plan to the contrary, any loan to an active Participant who was previously an active participant in the Prior Plan may include the Prior Plan Matching Employer Contribution Account and company matching contributions, if any, through September 20, 2002, adjusted by earnings or losses thereon, in accordance with the procedures and rules established by the Administrator. The Prior Plan Matching Employer Contribution Account is made up of employer matching contributions to your account under the Prior Plan as adjusted by earnings or losses thereon.

CNOSAVE *PLUS*

Supplement B to Summary Plan Description

for

Former Employees of Independent Processing Services, Inc.

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Independent Processing Services, Inc. or its affiliates ("IPS") as a result of the merger of the Independent Processing Services, Inc. Savings Investment Plan ("IPS Plan") into the Plan. This supplement should be kept along with your SPD.

Optional Forms of Distribution. Notwithstanding any other provision of the Plan to the contrary, the following forms of distribution will be available to you as a former participant in the IPS Plan in addition to the forms of distribution provided for in the Plan.

(a) The optional forms of retirement benefit will be (i) in lump sum; or (ii) in monthly, quarterly, semi-annual or annual installments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, and installment payouts over a period not to exceed the life expectancy of the beneficiary, and, any annuity that is an optional form of retirement benefit.

(c) If you are married and select an annuity, the annuity shall be in the form of a qualified joint and survivor annuity (as defined in Code Section 417) unless you select another form of annuity and your spouse consents to such alternate form and such consent is witnessed by a notary public.

CNOSAVE *PLUS*

Supplement C to Summary Plan Description

for

Former Employees of Transport Holdings, Inc.

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Transport Holdings, Inc. or its affiliates as a result of the merger of the Transport Holdings, Inc. 401(k)Plan and Trust ("Transport Plan") into the Plan. This supplement should be kept along with your SPD.

Optional Forms of Distribution. Notwithstanding any other provision of the Plan to the contrary, this section shall apply to distributions to you as a former participant in the Transport Plan.

(a) The optional forms of retirement benefits available to you are: (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract you request provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefits are a single-sum payment, installment payouts over a period not to exceed the life expectancy of the beneficiary, and any annuity that is an optional form of retirement benefit.

(c) If you are married and select an annuity, the annuity shall be in the form of a qualified joint and survivor annuity (as defined in Code Section 417) unless you select another form of annuity and your spouse consents to such alternate form and such consent is witnessed by a notary public.

CNOSAVE *PLUS*

Supplement D to Summary Plan Description

for

Former Employees of Capital American Financial Corporation

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* the "Plan"). It explains the Plan provisions which apply to you as a former employee of Capital American Financial Corporation or its affiliates as a result of the merger of the Capital American Financial Corporation Investment Plan ("Capital American Plan") into the Plan. This supplement should be kept along with your SPD.

Optional Forms of Distribution. Notwithstanding any other provision of the Plan to the contrary, this section shall apply to distributions to you as a former participant in the Capitol American Plan.

(a) The optional forms of retirement benefit available to you are: (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract you request provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, installment payouts over a period not to exceed the life expectancy of the beneficiary, and any annuity that is an optional form of retirement benefit.

(c) If you are married and select an annuity, the annuity shall be in the form of a qualified joint and survivor annuity (as defined in Code Section 417) unless you select another form of annuity and your spouse consents to such alternate form and such consent is witnessed by a notary public.

CNOSAVE *PLUS*

Supplement E to Summary Plan Description

for

Former Employees of Intramerica Life Insurance Company

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Intramerica Life Insurance Company ("Intramerica") as a result of the transfer of the accounts of certain former employees of Intramerica from the Colonial Penn Group Savings Plan ("CPG Plan") into the Plan. This supplement should be kept along with your SPD.

1. Vesting. All amounts held in your account will be 100% vested at all times.

2. Optional Forms of Distribution. Notwithstanding any other provision in the Plan to the contrary, this section shall only apply to distributions to former Intramerica employees who have become Participants hereunder.

(a) The optional forms of retirement benefit shall be (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, installment payouts over a period not to exceed nine years and eleven months, and any annuity that is an optional form of retirement benefit.

(c) If you are married and select an annuity, the annuity shall be in the form of a qualified joint and survivor annuity (as defined in Code Section 417) unless you select another form of annuity and your spouse consents to such alternate form and such consent is witnessed by a notary public.

3. Withdrawals. Notwithstanding any other provision in the Plan to the contrary, this section shall only apply to withdrawals to former Intramerica employees who have become Participants hereunder.

(a) Matching Employer Contribution Withdrawals. You are allowed to take withdrawals from the CPG Plan Employer Matching Contribution Account at any time, in accordance with the procedures and rules established by the Administrator. The CPG Plan Employer Matching Contribution Account is made up of employer matching contributions credited to your account under the CPG Plan as adjusted by earnings or losses thereon. Payment will be made as soon as administratively feasible following the date the request is submitted to the Administrator. Withdrawals under this paragraph will be charged against the value of your sub-account in each of the investment funds proportionally.

(b) Rollover Account Withdrawals. You are allowed to take withdrawals from your CPG Plan Rollover Account in accordance with the procedures and rules established by the Administrator. The CPG Plan Rollover Account is made up of rollover contributions credited to your account under the CPG Plan as adjusted by earnings or losses thereon. Payment will be made as soon as administratively feasible following the date the request is submitted to the Administrator. Your entire CPG Plan Rollover Account will be available for withdrawal pursuant to the provisions of this paragraph. Withdrawals under this paragraph will be charged against the value of your sub-account in each of the investment funds proportionally.

CNOSAVE *PLUS*

Supplement F to Summary Plan Description

for

Former Employees of Continental Financial Corporation

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Continental Financial Corporation or its affiliates as a result of the merger of the 401(k) Retirement Plan ("Continental Plan") into the Plan. This supplement should be kept along with your SPD.

Optional Forms of Distribution. Notwithstanding any other provision of the Plan to the contrary, this section shall apply to distributions to you as a former participant in the Continental Plan.

(a) The optional forms of retirement benefits available to you are: (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract you request provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefits are a single-sum payment, installment payouts over a period not to exceed the life expectancy of the beneficiary, and any annuity that is an optional form of retirement benefit.

(c) If you are married and select an annuity, the annuity shall be in the form of a qualified joint and survivor annuity (as defined in Code Section 417) unless you select another form of annuity and your spouse consents to such alternate form and such consent is witnessed by a notary public.

CNOSAVE *PLUS*

Supplement G to Summary Plan Description

for

Former Employees of Pioneer Financial Services, Inc.

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Pioneer Financial Services, Inc. or its affiliates as a result of the merger of the Pioneer Financial Services Employee Savings and Stock Ownership Plan ("Pioneer Plan") into the Plan. This supplement should be kept along with your SPD.

1. Optional Forms of Distribution. Notwithstanding any other provision of the Plan to the contrary, this section shall apply to distributions to you as a former participant in the Pioneer Plan.

(a) The optional forms of retirement benefit shall be (i) in a lump sum; (ii) in monthly, quarterly semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, installment payments over a period not to exceed the life expectancy of the beneficiary, or any annuity that is an optional form of retirement benefit.

(c) If you are married and select an annuity, the annuity shall be in the form of a qualified joint and survivor annuity (as defined in Code Section 417) unless you select another form of annuity and your spouse consents to such alternate form and such consent is witnessed by a notary public.

2. Loans. Notwithstanding anything in the Plan to the contrary, if you had any loans outstanding on January 1, 1998, you may continue to make loan payments following your termination of employment in accordance with rules and procedures established by the Trustees on a monthly basis by certified check payable to the Trustee until the earlier of: (i) the date which is thirty (30) days after the first anniversary of the termination of your employment with the Company and its affiliates, if your employment with the Company or its affiliates terminated on or after November 1, 1997, and (ii) the date the loan is repaid in full. All other loans will default unless repaid in full within thirty (30) days of termination of employment.

CNOSAVE *PLUS*

Supplement H to Summary Plan Description

for

Former Employees of Markman International, LLC

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Markman International, L.L.C. or its affiliates as a result of the merger of the Markman International Employee Profit Sharing Plan ("Markman Plan") into the Plan. This supplement should be kept along with your SPD.

1. Joint and Survivor Annuities. Notwithstanding any other provision in the Plan to the contrary, this section shall apply to distribution to you as a former participant in the Markman Plan. The benefits payable to you generally must be in the form of a joint and survivor annuity if you are married. A joint and survivor annuity pays a monthly income to you for life and a reduced monthly income to your spouse for life after your death. If you are unmarried, a life annuity shall be provided.

You have the right to elect in writing, within a reasonable time before distribution, not to receive such joint and survivor annuity (or life annuity) and to receive instead the optional forms of distribution set forth in Section 3 below. Any election not to receive the joint and survivor form of benefit must be consented to by your spouse. You will be given information concerning your right to elect not to receive a joint and survivor annuity. Because your spouse participates in these elections and has certain rights in any death benefit, you should immediately report any change in your marital status to the Plan Administrator.

Upon your death, your account balance will be paid to your beneficiary. Unless you designate a different beneficiary, all death benefits will be paid to your spouse. You may designate a non-spouse beneficiary of 50% of your account without your spouse's consent; to designate a non-spouse beneficiary of more than 50% of your account, spousal consent is required. The information and forms needed to designate a beneficiary other than a participant's spouse may be obtained from human resources.

All death benefits which are payable to your spouse must be paid in the form of an annuity for the life of your spouse, unless you and your spouse elect otherwise. You will be given notice of your right not to receive death benefits as a survivor annuity. If you and your spouse elect not to have benefits paid as a survivor annuity, death benefits will be paid in another form of installments, annuity or a lump sum selected by your spouse. Even if no election is made, your spouse will have the opportunity to elect, after your death, to waive the survivor annuity and to elect another form of distribution, such as installments or a lump sum.

2. Optional Forms of Distribution. Notwithstanding any other provision of the Plan to the contrary, this section shall apply to distributions to you as a former participant in the Markman Plan.

(a) The optional forms of retirement benefit shall be (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, installment payments over a period not to exceed the life expectancy of the beneficiary, or any annuity that is an optional form of retirement benefit.

CNOSAVE *PLUS*

Supplement I to Summary Plan Description

for

Former Employees of Providential Life Insurance Company

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Providential Life Insurance Company ("Providential") as a result of the transfer of the accounts of certain former employees of Providential from the Providential Life Insurance 401(k) Retirement Plan ("Providential Plan") into the Plan. This supplement should be kept along with your SPD.

1. <u>Joint and Survivor Annuities</u>. Notwithstanding any other provision in the Plan to the contrary, this section shall apply to distribution to you as a former participant in the Providential Plan. The benefits payable to you generally must be in the form of a joint and survivor annuity if you are married. A joint and survivor annuity pays a monthly income to you for life and a reduced monthly income to your spouse for life after your death. If you are unmarried, a life annuity shall be provided.

You have the right to elect in writing, within a reasonable time before distribution, not to receive such joint and survivor annuity (or life annuity) and to receive instead the optional forms of distribution set forth in Section 5 below. Any election not to receive the joint and survivor form of benefit must be consented to by your spouse. You will be given information concerning your right to elect not to receive a joint and survivor annuity. Because your spouse participates in these elections and has certain rights in any death benefit, you should immediately report any change in your marital status to the Plan Administrator.

Upon your death, your account balance will be paid to your beneficiary. Unless you designate a different beneficiary, all death benefits will be paid to your spouse. You may designate a non-spouse beneficiary of 50% of your account without your spouse's consent; to designate a non-spouse beneficiary of more than 50% of your account, spousal consent is required. The information and forms needed to designate a beneficiary other than a participant's spouse may be obtained from human resources.

All death benefits which are payable to your spouse must be paid in the form of an annuity for the life of your spouse, unless you and your spouse elect otherwise. You will be given notice of your right not to receive death benefits as a survivor annuity. If you and your spouse elect not to have benefits paid as a survivor annuity, death benefits will be paid in another form of installments, annuity or a lump sum selected by your spouse. Even if no election is made, your spouse will have the opportunity to elect, after your death, to waive the survivor annuity and to elect another form of distribution, such as installments or a lump sum.

2. <u>Optional Forms of Distribution</u>. Notwithstanding any other provision in the Plan to the contrary, this section shall apply to distributions to you as a former participant in the Providential Plan.

(a) The optional forms of retirement benefit shall be (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, installment payouts over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary, and any annuity that is an optional form of retirement benefit.

CNOSAVE *PLUS*

Supplement J to Summary Plan Description

for

Former Employees of Colonial Penn Life Insurance Company

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Colonial Penn Life Insurance Company ("CPL Employees") as a result of the merger of the Colonial Penn Life Insurance Company Savings Plan ("CPL Plan") into the Plan. This supplement should be kept along with your SPD.

1. Vesting. All amounts held in your account will be 100% vested at all times.

2. Optional Forms of Distribution. Notwithstanding any other provision in the Plan to the contrary, this section shall only apply to distributions to former CPL Employees who have become Participants hereunder.

(a) The optional forms of retirement benefit shall be (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, installment payouts over a period not to exceed nine years and eleven months, and any annuity that is an optional form of retirement benefit.

(c) If you are married and select an annuity, the annuity shall be in the form of a qualified joint and survivor annuity (as defined in Code Section 417) unless you select another form of annuity and your spouse consents to such alternate form and such consent is witnessed by a notary public.

3. Withdrawals. Notwithstanding any other provision in the Plan to the contrary, this section shall only apply to withdrawals to former CPL Employees who have become Participants hereunder.

(a) Matching Employer Contribution Account Withdrawals. You are allowed to take withdrawals from your CPL Plan Employer Matching Contribution Account, at any time, in accordance with the procedures and rules established by the Administrator. The CPL Plan Employer Matching Contribution Account is made up of employer matching contributions made to your account under the CPL Plan as adjusted by earnings or losses thereon. Payment will be made as soon as administratively feasible following the date the request is submitted to the Administrator. Withdrawals under this paragraph will be charged against the value of your sub-account in each of the investment funds proportionally.

(b) Rollover Account Withdrawals. You are allowed to take withdrawals from your CPL Plan Rollover Account in accordance with the procedures and rules established by the Administrator. Your CPL Plan Rollover Account is made up rollover contributions credited to your account under the CPL Plan as adjusted by earnings or losses thereon. Payment will be made as soon as administratively feasible following the date the request is submitted to the Administrator. Your entire CPL Plan Rollover Account will be available for withdrawal pursuant to the provisions of this paragraph. Withdrawals under this paragraph will be charged against the value of your sub-account in each of the investment funds proportionally.

CNOSAVE *PLUS*

Supplement K to Summary Plan Description

for

Former Employees of Washington National Insurance Company

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Washington National Insurance Company as a result of the merger of the Washington National Employee Savings Plan ("Savings Plan"), the Washington National Pension Plan Plus (the "Pension Plan"), and the Washington National Profit Sharing Plan (the "Profit Sharing Plan") into the Plan. This supplement should be kept along with your SPD.

1. Vesting. All amounts held in your account will be 100% vested at all times.

2. Joint and Survivor Annuities. Notwithstanding any other provision in the Plan to the contrary, this section shall apply to distribution to you as a former participant in the Savings Plan, Pension Plan, or Profit Sharing Plan. The benefits payable to you generally must be in the form of a joint and survivor annuity if you are married. A joint and survivor annuity pays a monthly income to you for life and a reduced monthly income to your spouse for life after your death. If you are unmarried, a life annuity shall be provided.

You have the right to elect in writing, within a reasonable time before distribution, not to receive such joint and survivor annuity (or life annuity) and to receive instead the optional forms of distribution set forth in Section 3 below. Any election not to receive the joint and survivor form of benefit must be consented to by your spouse. You will be given information concerning your right to elect not to receive a joint and survivor annuity. Because your spouse participates in these elections and has certain rights in any death benefit, you should immediately report any change in your marital status to the Plan Administrator.

Upon your death, your account balance will be paid to your beneficiary. Unless you designate a different beneficiary, all death benefits will be paid to your spouse. You may designate a non-spouse beneficiary of 50% of your account without your spouse's consent; to designate a non-spouse beneficiary of more than 50% of your account, spousal consent is required. The information and forms needed to designate a beneficiary other than a participant's spouse may be obtained from the Plan Administrator.

All death benefits which are payable to your spouse must be paid in the form of an annuity for the life of your spouse, unless you and your spouse elect otherwise. You will be given notice of your right not to receive death benefits as a survivor annuity. If you and your spouse elect not to have benefits paid as a survivor annuity, death benefits will be paid in another form of installments, annuity or a lump sum selected by your spouse. Even if no election is made, your spouse will have the opportunity to elect, after your death, to waive the survivor annuity and to elect another form of distribution, such as installments or a lump sum.

3. Optional Forms of Distribution. Notwithstanding any other provision of the Plan to the contrary, this section shall apply to distributions to you as a former participant in the Savings Plan, Pension Plan, or Profit Sharing Plan.

(a) The optional forms of retirement benefit shall be (i) in a lump sum; (ii) in monthly, quarterly, semi-annual or annual installment payments over a period not to exceed your life expectancy or the joint and last survivor life expectancy of you and your designated beneficiary; or (iii) applied to the purchase of any annuity contract provided that such annuity is available from an appropriate insurance company at commercially reasonable rates.

(b) The optional forms of death benefit are a single-sum payment, installment payments over a period not to exceed the life expectancy of the beneficiary, or any annuity that is an optional form of retirement benefit.

4. Withdrawals. You are allowed to take withdrawals from your Savings Plan Employer Matching Contribution Account and your Prior Plan Account, at any time, in accordance with the procedures and rules established by the Administrator. Your Savings Plan Employer Matching Contribution Account is made up of employer matching contributions credited to your account under the Savings Plan as adjusted by earnings or losses thereon. Your Prior Plan Account is made up of employer contributions credited to your account under the Pension Plan or the Profit Sharing Plan as adjusted by earnings or losses thereon. Payment will be made as soon as administratively feasible following the date the request is submitted to the Administrator. Withdrawals under this paragraph will be charged against the value of your sub-account in each of the investment funds proportionally.

CNOSAVE *PLUS*

Supplement L to Summary Plan Description

for

Former Employees of NAL Financial Group

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of NAL Financial Group ("NAL") as a result of the merger of the NAL Financial Group 401(k) Benefit Plan (the "NAL Plan") into the Plan. This supplement should be kept along with your SPD.

Vesting. All amounts held in your Employer Matching Contribution Account under the Plan will be vested in accordance with the following schedule:

Years of Service	Vested Percentage
Less than 1	0%
1	20%
2	40%
3	70%
4	100%

CNOSAVE *PLUS*

Supplement M to Summary Plan Description

for

Former Employees of Greentree Financial Corporation

This is a supplement to the Summary Plan Description ("SPD") for CNOSave *Plus* (the "Plan"). It explains the Plan provisions which apply to you as a former employee of Greentree Financial Corporation ("Greentree") as a result of the merger of the Greentree Financial Corporation 401(k) Plan Trust Agreement (the "Greentree Plan") into the Plan. This supplement should be kept along with your SPD.

Vesting. All amounts held in your Employer Matching Contribution Account under the Plan will be vested in accordance with the following schedule:

Years of Service	Vested Percentage
Less than 1	0%
1	20%
2	40%
3 or more	100%