# ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER

There is no additional premium charge for this Rider.

#### RIDER PART OF COVERAGE:

This Rider is part of Your Coverage provided in response to Your enrollment form and payment of premiums. Those premiums are shown on the Certificate Schedule or Endorsement. All the provisions of the Certificate apply to this Rider unless otherwise stated herein.

#### IMPORTANT DISCLOSURES:

Death benefits, cash-values, and loan values, if any, will be reduced if an Accelerated Death Benefit for Terminal Illness is paid. The Accelerated Death Benefit for Terminal Illness, related charges, interest, discounts or liens, if applicable and the balance of the Death Benefit of the life insurance contract shall constitute full settlement on maturity of the face amount of the contract. For term contracts, no maturity payment is available at the end of the term period.

The Accelerated Benefit offered under this Rider may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as the Insured's life expectancy at the time benefits are accelerated or whether You use the benefits to pay for the Insured's necessary long-term care expenses, such as nursing home care. If the Accelerated Benefit qualifies for favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to Accelerated Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive Accelerated Benefits excludable from income under federal law.

Receipt of an Accelerated Death Benefit may affect You and Your spouse or family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse and family's eligibility for public assistance.

### **DEFINITIONS:**

- Accelerated Death Benefit: This is the amount of the Death Benefit that You can elect to receive when the Insured
  is determined to be Terminally III. We will pay this Accelerated Death Benefit for Terminal Illness less the amount
  of the current administrative fee.
- Terminally III: This is when the Insured has a life expectancy of 12 months or less due to an illness or physical
  condition. We will require proof that the Insured is Terminally III. This proof will include, but is not limited to,
  certification by a Physician.
- Physician: A licensed, medical practitioner performing within the scope of his or her license. A Physician may not be You, the Insured, or related to either by blood or marriage.

## **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS:**

After 30 days following the date of issue for this Rider, You may elect to have a portion of the Death Benefit accelerated, for a sickness condition. There is no waiting period for accidents. The Insured must be found to be Terminally III subject to the terms and conditions described in this Rider.

The Maximum Accelerated Death Benefit for Terminal Illness is determined as of the date proof of life expectancy is received, and is the lessor of:

- 50% of the Death Benefit provided to the insured by the Certificate after subtraction of any previous accelerated Death Benefits paid to You; or
- \$100,000

The minimum amount You may elect as an advance under the Accelerated Death Benefit for Terminal Illness is \$2,500. The total amount you may elect from all accelerated death benefit provisions available from coverage issued by Combined Insurance Company of America on the life of the Insured is \$100,000.

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# ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER

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#### LIEN:

We will treat the Accelerated Death Benefit for Terminal Illness payment as a lien against Your Coverage. We will charge monthly interest on the Accelerated Death Benefit for Terminal Illness that will be added to the Lien. The maximum annual rate of interest we will charge will be the greater of:

- 7%. or:
- The current 90 day US Treasury Bill rate in effect on the date that the Accelerated Death Benefit for Terminal Illness is paid.

In the event that Coverage under a Certificate lapses for nonpayment of premium, Coverage will terminate and no repayment of the Lien is required.

#### **ADJUSTMENTS:**

We will charge an administrative fee of not more than \$150, for processing an Accelerated Death Benefit for Terminal Illness. This fee will be deducted from any payment made.

# **EFFECT ON THE CERTIFICATEHOLDER'S COVERAGE:**

The Death Benefit payable under the Certificate will be reduced by the total amount of the Lien against Your Coverage.

The premiums payable for the Certificate and any attached Riders will not be reduced and will continue to be payable by You.

# **CONDITIONS:**

Payment of an Accelerated Death Benefit for Terminal Illness under this Rider is subject to these conditions:

- 1. This Rider is subject to the terms and conditions of the Certificate.
- 2. The Insured must not be Terminally III due to an attempt of suicide for as long as the suicide provision of the Certificate is in effect. This benefit may be reinstated subject to the same terms which apply to the Certificate.
- 3. Your written request to elect the Accelerated Death Benefit for Terminal Illness available under this Rider must be received at Our Administrative Office. Upon receipt of Your request, We will mail a claim form for completion by the Insured, to your address of record within 10 working days.
- 4. If you have named an Irrevocable Beneficiary or assignee, they must also sign the written request for this benefit.
- 5. You must provide Us with certification by a Physician, that the Insured is Terminally III. We reserve the right to obtain a second medical opinion at Our expense. If there is a conflict of opinions, a third diagnosis will be obtained by a Physician acceptable to both You and Us. The third diagnosis will be binding on both You and Us.

# **CERTIFICATEHOLDER'S RIGHTS:**

The request for payment of any Accelerated Death Benefit for Terminal Illness is voluntary. This Rider is not intended to allow third parties to cause You to involuntarily reduce Your Coverage Proceeds that would be payable to Your Beneficiary. Therefore, any election that is forced by creditors or government agencies will be honored only to the extent required by law.

## **TERMINATION:**

This Rider will terminate on the earliest of:

- 1. the date We pay the Maximum Accelerated Death Benefit for Terminal Illness;
- 2. the date You ask Us to do so and send Us the Certificate:
- 3. the date Your Coverage Lapses.

COMBINED INSURANCE COMPANY OF AMERICA

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# ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

TAX QUALIFICATION NOTICE: The Accelerated Benefits offered under this Rider are intended to provide a qualified Accelerated Death Benefit that is excluded from gross income for federal income tax purposes under the applicable provisions of the Internal Revenue Code in existence at the time this Rider is issued. To that end, the provisions of this Rider and the Certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend this Rider or the Certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Rider or the Certificate to any applicable changes in such tax qualification requirements. We will send You a copy of any such amendment. Whether any tax liability may be incurred when benefits are paid under this Rider could depend on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. Tax laws relating to Accelerated Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive Accelerated Benefits excludable from income under federal law.

Receipt of an Accelerated Benefit may affect You and Your spouse or family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse and family's eligibility for public assistance.

**RIGHT TO EXAMINE:** The Certificate Holder may, within 30 days after the Rider is delivered, return the Rider to Our Administrative Office or an agent of Ours and will receive a full refund of any premiums that have been paid towards this benefit. Once returned, the Rider will be void from its beginning.

**CAUTION:** This Rider is issued to You based on answers to the questions in the enrollment form for this Rider. If Your answers are incorrect or untrue, or if material information was omitted in such answers, then We have the right to deny Rider benefits or to rescind Your Coverage under this Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact the company at 1-855-241-9891.

**NOTICE TO BUYER:** This Rider may not cover all of the costs associated with long term care incurred by the Insured during the period of coverage. We advise that You carefully review all limitations of this Rider as well as those of the Certificate to which it is attached in relation to the costs of long term care.

**NOTICE TO PERSONS ELIGIBLE FOR MEDICARE:** This is not a Medicare Supplement Rider. If the Insured is eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the Company.

COVERAGE DATE: New coverage under this Rider is effective on the Date of Issue shown on the Certificate Schedule or Endorsement.

<u>DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.</u> The Accelerated Death Benefit or lien, if applicable, and the balance of the death benefit provided by the Certificate shall constitute full settlement on death of the Insured as provided under the Certificate.

**RIDER PART OF COVERAGE:** This Rider is part of Your Coverage provided in response to Your enrollment form and payment of premiums for this Rider. Those premiums are shown on the Certificate Schedule or Endorsement. All the provisions of the Certificate apply to this Rider, unless otherwise stated herein.

**GUARANTEED RENEWABLE:** As long as You pay the premium on time and Coverage under this Rider is in force, it is renewable, subject to the Rider's terms. We can amend this Rider as indicated in the Tax Qualification Notice, or increase the premium. The current premiums are shown on the Certificate Schedule. Any change in premium will be made on a Coverage anniversary date. New premiums will be based on the Insured's age and Premium Class on the Rider's Coverage Date. We must notify You at least 45 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

LONG TERM CARE BENEFIT: This Rider provides that You may elect to receive a portion of the Death Benefit provided by the Certificate and shown on the Certificate Schedule. You can make this election when the Insured becomes eligible for benefits. The Insured must be certified as Chronically III and be confined to a Nursing or

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Assisted Living Facility or be receiving Home Health or Adult Day Care. All other conditions of this Rider must also be met. Benefits are not payable under this Rider once the Insured has died.

WHERE TO GET MORE INFORMATION, CORRECT INFORMATION ON THE ENROLLMENT FORM, OR MAKE A COMPLAINT: You can write Us at Our Administrative Office: 17 Church St., Keene, NH 03431 or call 1-855-241-9891

## **DEFINITIONS**

In addition to the definitions contained in the Certificate, the following definitions apply.

**ACTIVITIES OF DAILY LIVING** mean everyday activities. For the purposes of this Rider, each of the following six (6) activities is considered an Activity of Daily Living:

- 1. **Bathing:** The Insured's ability to wash himself/herself 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 Insured's ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- 3. **Dressing:** The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 4. **Eating:** The Insured's ability to feed himself/herself by getting food into his/her body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 5. **Toileting:** The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.
- 6. Transferring: The Insured's ability to move into or out of a bed, chair or wheelchair.

**ADULT DAY CARE** means a program of social and/or health-related services provided on a less than 24-hour-a-day basis, provided in an Adult Day Care Center. The purpose of the program must be to support frail or impaired elderly, or other disabled adults who can benefit from care in a group setting outside the Home.

**ADULT DAY CARE CENTER** means a facility, or part of a facility that provides Adult Day Care and is appropriately licensed or certified to provide such services, if required by the jurisdiction in which it is operating.

**ASSISTED LIVING FACILITY** means a facility engaged primarily in providing on-going care and related services that meets all of the following criteria:

- 1. It is appropriately licensed or certified to provide these services, if such licensing or certification is required by the state in which it operates; and
- 2. It provides twenty-four (24) hour a day care and services sufficient to support needs resulting from inability to perform Activities of Daily Living or from Severe Cognitive Impairment; and
- 3. It has an awake, trained and ready-to-respond employee on duty in the facility at all times to provide care; and
- 4. It provides three meals a day and accommodates special dietary needs; and
- 5. It has written contractual arrangements or otherwise ensures that residents receive the medical care services of a Physician or Registered Professional Nurse in case of emergency; and
- 6. It has appropriate methods and procedures to assist residents in the self-administration of prescribed medications.

Examples of an Assisted Living Facility include, but are not limited to, residential care facilities, board and care facilities, adult foster homes, and hospice care facilities.

#### THE FOLLOWING ENTITIES CANNOT QUALIFY AS AN ASSISTED LIVING FACILITY:

- 1. a Hospital; or
- 2. a facility that is operated mainly for the treatment and care of:
  - (a) mental, nervous, psychotic or psychoneurotic deficiencies or disorders;
  - (b) or tuberculosis;

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- (c) or alcoholism;
- (d) or drug addiction;
- (e) or rehabilitation;
- (f) or occupational therapy.

Determination of whether an Insured's Confinement to an Assisted Living Facility causes the Insured to be eligible for benefits is based on whether the facility meets the requirements set forth in this Rider.

**ALZHEIMER'S FACILITY:** A separate and distinct unit or facility within a Long Term Care facility that segregates and provides a special program for residents with a diagnosis of Alzheimer's disease.

CHRONICALLY ILL INDIVIDUAL means an Insured who has been certified by a Licensed Health Care Practitioner as:

- 1. being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living (Bathing, Continence, Dressing, Eating, Toileting, and Transferring) for an expected period of 90 days; **or**
- 2. the Insured has a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety.

Certification by the Licensed Health Care Practitioner of the Chronically III Insured must occur at least once every 12 months.

**CONFINED OR CONFINEMENT** means assigned to a bed and physically within a licensed Nursing, Assisted Living Facility, or Alzheimer's Facility as an overnight resident patient.

**ELIMINATION PERIOD** means the number of days during which the Insured must meet conditions 1, 2, 3, 5, and 6 under the "Conditions on Eligibility for Payment of Rider Benefits" provision and during which no benefits are payable under this Rider. The Elimination Period starts from the first day that the Insured is certified by a Licensed Health Care Practitioner as: (1) being Unable to Perform without substantial Human Assistance at least two Activities of Daily Living (Bathing, Continence, Dressing, Eating, Toileting and Transferring); or (2) having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety. The Elimination Period for this Rider is shown in the Certificate Schedule. The Elimination Period needs to be satisfied only once during the Insured's lifetime.

**HOME** means any place where the Insured resides other than a Nursing Facility, Assisted Living Facility, Alzheimer's facility, Hospital, hospice facility, congregate care, or any other similar residential care facility.

**HOME HEALTH CARE AGENCY** means an agency or organization that provides care and services in the Insured's Home and meets all of the following criteria:

- 1. It is, where required, licensed, certified, and/or accredited as a Home Health Care Agency; and
- 2. It provides Home Health Care services; and
- 3. It is, where required by its licensure, certification and/or accreditation, supervised by a Registered Professional Nurse or a Licensed Social Worker; and
- 4. It has employees who have appropriately specialized training; and
- 5. It keeps Plan of Care records, including Physician's orders where appropriate, on all patients; and
- 6. If providing Home Health Care services, it keeps clinical records on all patients.

**HOME HEALTH CARE** means a program of professional, para-professional or skilled care provided by or through a Home Health Care Agency in the Insured's Home. It includes the following types of care: nursing services; physical therapy, occupational therapy, speech therapy, respiratory therapy, audiology services; and medical social services by a social worker or social work assistant.

## **HOSPITAL** means an institution which:

- 1. is licensed as a Hospital and is operating within the scope of its license; and
- 2. is accredited as a Hospital by the Joint Commission on Accreditation of Health Care Organizations, or by the American Osteopathic Association; and
- 3. is primarily and continuously engaged in providing or operating medical, diagnostic and major surgical facilities which are located either on the Hospital's premises or in facilities controlled by such Hospital; and

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- 4. is under the supervision of a duly licensed Physician; and
- 5. provides medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made;
- 6. provides 24-hour nursing service by or under the supervision of a Registered Professional Nurse.

Hospital does not mean a place that is operated mainly for: rest; convalescence; care of the aged; custodial care; treatment and care of mental disorders, tuberculosis, alcoholism, or drug addiction; rehabilitation; or occupational therapy.

**IMMEDIATE FAMILY** means the Certificateholder's or the Insured's spouse, child, brother, sister, parent, grandparent or grandchild.

INSURED means the person who is the Insured under the Certificate to which this Rider is attached.

**LICENSED HEALTH CARE PRACTITIONER** means any Physician, Registered Professional Nurse, or Licensed Social Worker.

**LICENSED SOCIAL WORKER** means a health care professional who is licensed by the state in which he or she practices and who is practicing within the scope of that license. It does **not** include a member of the Certificateholder's or the Insured's Immediate Family, or anyone who normally resides in the Certificateholder's or the Insured's Home or residence.

**MONTHLY ACCELERATED DEATH BENEFIT AMOUNT** means the maximum amount that We will pay in any one calendar month while the Insured is confined in a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care and otherwise satisfies the terms set forth in the "Conditions on Eligibility for Payment of Rider Benefits" provision.

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

**NURSING FACILITY** means a health care facility or a distinct part of a Hospital or other institution that meets all of the following standards:

- 1. It operates under a license issued by the appropriate licensing agency to provide nursing care and related services; and
- 2. It provides, in addition to room and board, 24-hour-a-day nursing care and related services on a continuing inpatient basis, to 6 or more individuals; and
- 3. It provides on a formal prearranged basis, a Registered Professional Nurse on duty or on call at all times; and
- 4. It provides, on a formal prearranged basis, that a duly licensed Physician will be available in case of emergency; and
- 5. It has a planned program of policies and procedures developed with the advice of and periodically reviewed by, at least one Physician; and
- 6. It maintains a clinical record of each patient.

Nursing Facility does not mean a Hospital. It does not mean a facility that is operated mainly for the treatment and care of mental, nervous, psychotic or psychoneurotic deficiencies or disorders; or tuberculosis; or drug addiction; or rehabilitation, or occupational therapy.

**PHYSICIAN** means an individual licensed to practice medicine and treat injury or illness in the state in which treatment is received and who is acting within the scope of that license. A Physician must be someone other than:

- 1. the Insured:
- 2. the Certificateholder:
- 3. a person who lives with the Certificateholder or the Insured;
- 4. a person who is part of the Certificateholder or the Insured's Immediate Family; or
- 5. anyone who has an ownership interest in a facility in which the Insured is Confined.

PLAN OF CARE means a written individualized plan of services developed by a Licensed Health Care Practitioner.

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**REGISTERED PROFESSIONAL NURSE** means a health care professional who is licensed or registered as a professional graduate nurse by the state in which he or she practices and who is practicing within the scope of that license. It does not include a member of the Certificateholder's or the Insured's Immediate Family, or anyone who normally resides in the Certificateholder's or the Insured's Home or residence.

**RIDER MONTH** is the period from the Rider Coverage Date to the first monthly anniversary or from one Rider monthly anniversary to the next. A Rider Month does not include the Rider monthly anniversary day at the end of the Rider Month.

**SEVERE COGNITIVE IMPAIRMENT** means a deficiency in: the Insured's short-term or long-term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Severe Cognitive Impairment is established by clinical evidence and standardized tests that reliably measure the Insured's loss. An example of Severe Cognitive Impairment covered under this Rider is that resulting from Alzheimer's disease and similar forms of senility, senile dementia and irreversible dementia.

SUBSTANTIAL HUMAN ASSISTANCE means actual hands-on assistance by another individual.

**SUBSTANTIAL SUPERVISION** means continuous, arms-length supervision including, but not limited to, verbal cueing by another individual to protect the Insured from harming himself/herself or others, or from threats to the Insured's health and safety.

**UNABLE TO PERFORM** an Activity of Daily Living means that the Insured cannot perform such activity without Substantial Human Assistance, even if the Insured uses some equipment.

# CONDITIONS ON ELIGIBILITY FOR PAYMENT OF LONG TERM CARE BENEFITS

We will pay the Certificateholder the applicable Rider benefit as stated below, subject to all of the following conditions:

- 1. The Insured:
  - a. is alive; and
  - b. is Confined in a Nursing, Assisted Living Facility, or Alzheimer's Facility and Confinement begins while this Rider is in force: or
  - c. receives Home Health Care services provided by a Home Health Care Agency, or receives Adult Day Care provided in an Adult Day Care Center, or a combination thereof, on a minimum of 8 separate days during each Rider Month and while this Rider is in force.
- 2. Confinement and Home Health Care or Adult Day Care services are included in the Insured's Plan of Care; and
- 3. the Insured is Chronically III; and
- 4. the Insured satisfies the Elimination Period; and
- 5. the Coverage provided to the Insured by the Certificate to which this Rider is attached is in force; and
- 6. All applicable premiums for the Insured's Coverage has been paid when due.

#### **BENEFITS**

MONTHLY ACCELERATED DEATH BENEFIT FOR CONFINEMENT, HOME HEALTH CARE, OR ADULT DAY CARE: The benefit amount for Confinement, Home Health Care, or Adult Day Care, will be 4% of the Face Amount of the Certificate as of the first of the month following the date the Insured became eligible for this benefit less any lien effective at that time. We will pay this benefit after We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care Benefits. The benefit will be payable for each Certificate month while the Insured continues to meet the eligibility requirements. Benefit payments will be subject to the Remaining Accelerated Death Benefit Amount.

**REMAINING ACCELERATED DEATH BENEFIT AMOUNT:** The Monthly Accelerated Benefit may not be larger than the Remaining Accelerated Death Benefit Amount. The Remaining Accelerated Death Benefit Amount equals:

- 1. the current death benefit on the life of the Insured provided by the Certificate; less
- 2. any Lien resulting from a Terminal Illness benefit paid to You under a Terminal Illness Rider; less
- 3. the total of all previous Monthly Accelerated Death Benefit Amounts paid to You for Long Term Care benefits under this Rider.

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The current death benefit as used here does not include accidental death benefits or life insurance provided by any other Riders.

**WAIVER OF PREMIUM:** While the Insured is eligible for Monthly Accelerated Death Benefits, We will waive the premiums due for the Coverage provided by the Certificate and the premiums for Riders attached to the Certificate.

## EFFECT ON THE CERTIFICATE IF LONG TERM CARE BENEFITS ARE PAID

**ADJUSTED DEATH BENEFIT DUE TO ACCELERATION:** The death benefit that is payable at the death of the Insured will be reduced by the total of all previous Long Term Care Benefit payments to You. The Death Benefit will further be reduced by any Lien resulting from a Terminal Illness benefit paid to You. If the Insured dies while the Certificate is in force, the remaining Death Benefit proceeds will be paid to the Beneficiary. No further payments under this Rider will be made to You.

**ADJUSTED PREMIUMS DUE TO ACCELERATION:** While the Insured is eligible for a Monthly Accelerated Death Benefit, We will waive the premiums due for the benefits provided to You by the Certificate. If the Insured later becomes ineligible for a Monthly Accelerated Death Benefit and a Maximum Remaining Accelerated Death Benefit Amount is still available, We will reduce the premium due for the Coverage and this Rider. That reduced premium equals (1) multiplied by (2), plus (3):

- 1. The premium due on the Coverage provided by the Certificate and the benefits for this Rider;
- 2. The ratio of the Adjusted Death Benefit plus any Terminal Illness lien to the current death benefit for the certificate:
- 3. The current premium for any other Riders attached to the Coverage.

**TERMINATION OF COVERAGE DUE TO ACCELERATION:** If the Maximum Remaining Accelerated Death Benefit Amount is reduced to zero or less, either due to payment of a Monthly Accelerated Death Benefit or due to a reduction in the death benefit provided under the Certificate, the Coverage provided by the Certificate and any Riders will terminate with no further benefits payable.

**RESTRICTION ON CHANGES TO CERTIFICATE AND RIDERS**: While the Insured is eligible for a Monthly Accelerated Death Benefit no changes may be made to the Coverage provided by the Certificate or to any Rider attached to the Coverage.

**EFFECT ON ACCIDENTAL DEATH BENEFIT RIDER**: While the Coverage is in force, any Accidental Death benefit under the Certificate will not be affected by the acceleration of benefits under this Rider.

**MONTHLY REPORT SHOWING EFFECT OF RIDER BENEFITS:** While Rider benefits payments are being paid, We will provide You with a monthly report that shows the effect each Rider benefit payment has on Coverage values.

## **EXCLUSIONS**

We will not pay Rider benefits for care that is received or loss incurred as a result of:

- 1. an intentionally self-inflicted injury, or attempted suicide; or
- 2. war or any act of war, declared or undeclared, or service in the armed forces of any country; or
- 3. the Insured's participation in a felony, riot or insurrection;

We will not pay Rider benefits if the Confinement, Home Health Care service, or Adult Day Care service:

- 1. is for alcoholism or drug addiction; or
- 2. is received outside the United States and its territories; or
- 3. is provided by ineligible providers; or
- 4. is rendered by members of the Certificateholder's or the Insured's Immediate Family.

## **LIMITATIONS**

The following limits apply to payment of an Accelerated Death Benefit under this Rider:

1. We will not pay any Accelerated Death Benefit before the end of the Elimination Period.

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2. We will not pay any Accelerated Death Benefit such that the total lifetime Accelerated Death Benefits payable plus any Terminal Illness benefit paid exceed the current life insurance death benefit Coverage provided by the Certificate.

#### **GENERAL PROVISIONS**

**NOTICE OF CLAIM:** You must notify Us in writing within 30 days of any eligible Confinement, Home Health Care service, or Adult Day Care service, for which You are claiming benefits. You must send written notice to Our agent or Us and include the insured's name and Certificate Number. If notice cannot reasonably be given within 30 days of a loss, You must send the notice as soon as reasonably possible.

**CLAIM FORMS:** After We receive Notice of Claim, We will send claim forms to You or Your authorized representative within 15 days. If the claim forms are not received within 15 days, We will accept Written Proof of Loss describing the nature and extent of the claim. Such initial and ongoing Written Proof of Loss must be received by Us within the time limit stated in the following paragraph.

**WRITTEN PROOF OF LOSS:** We will pay benefits under this Rider after We receive Written Proof of Loss satisfactory to Us. We must receive initial Written Proof of Loss within 90 days after expiration of the Elimination Period. If it is not reasonably possible to provide this information within such time, initial Written Proof of Loss must be submitted as soon as reasonably possible, but not later than one year from the time specified. We will require subsequent Written Proof of Loss satisfactory to Us to be submitted periodically while the Insured continues to be eligible to receive benefits under this Rider. Any such periodic Written Proof of Loss will not be required more frequently than once every 31 days. Any such periodic Written Proof of Loss due to a chronic illness will not be required more frequently than once every 90 days.

Written Proof of Loss means billing statements, invoices, or payment receipts to prove that the Insured was Confined or received Home Health Care or Adult Day Care services in accordance with a Plan of Care. Written Proof of Loss also means certification by a Physician that the Insured is Chronically III. Examples of Written Proof of Loss include Physician certification, Plan of Care records, attending Physician reports, medical records; and similar written documentation.

**PHYSICAL EXAMINATION:** At Our expense, We reserve the right to have a Licensed Health Care Practitioner of Our choosing examine the Insured while a claim is pending to determine the Insured's eligibility for benefits. In the event that the Licensed Health Care Practitioner We choose provides a different diagnosis of the Insured's condition, We reserve the right to rely on the certification from the Physician of Our choosing for claim purposes.

**APPEALS PROCESS:** If you wish to file an appeal regarding the benefit determination, You must send a written request to us within 60 day of receiving Our notification of denial. We will complete Our review of Your appeal within 60 days after receiving Your appeal. The review period may be extended up to 120 days. You will receive advance written notice if the period is extended. Only one appeal regarding a benefit determination may be made.

**TIME OF PAYMENT OF CLAIMS:** All benefits described in this Rider will be paid monthly provided We have received Written Proof of Loss satisfactory to Us.

**PAYMENT OF CLAIMS:** All Rider benefits will be paid to You, unless You designate a different payee.

**ADJUSTMENT OF THE DEATH BENEFIT:** If Rider benefit payments are paid after the Insured has died, but before notification of death has been received by the Company, We will reduce the Death Benefit by the amount of these Rider benefit payments.

**LEGAL ACTIONS:** No legal action may be brought to recover under this Rider within 60 days after Written Proof of Loss has been provided to Us as required. Also, no legal action may be brought to recover under this Rider more than 3 years from the time Written Proof of Loss is required to be furnished.

**CONSENT FOR BENEFIT PAYMENT:** We must obtain the consent of any irrevocable beneficiary or assignee of record before any Rider benefit is paid.

**REINSTATEMENT:** This Rider will be reinstated, upon lapse, if proof is provided that the Certificateholder was cognitively impaired or had a loss of functional capacity before the grace period contained in the certificate expired. This request, and submission of all past due premiums, must be made within 5 months after termination. Proof of

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cognitive impairment or loss of functional capacity shall be on the same basis as the benefit eligibility for cognitive impairment or loss of functional capacity as defined in this Rider.

**CONTESTABILITY:** If this rider has been in force for a period of less than 6 months during the lifetime of the insured, we may rescind this rider or deny an otherwise valid claim upon a showing of misrepresentation that is material to the acceptance of coverage. If this rider has been in force for a period of at least 6 months, but less than 2 years, during the lifetime of the insured, we may rescind this rider or deny an otherwise valid claim upon a showing of misrepresentation that is both material to the acceptance of coverage and which pertains to the condition for which benefits are sought. After this rider has been in force for a period of 2 years during the lifetime of the insured, it becomes incontestable upon the grounds of material misrepresentation alone. This rider may be contested only upon a showing that the insured knowingly and intentionally misrepresented material facts relating to the insured's health. The Contestability period will be measured from the Date of Issue of this Rider, or the effective date of reinstatement with respect to statements made in the application for reinstatement, if applicable.

# **TERMINATION OF COVERAGE PROVIDED BY THIS RIDER:** Coverage provided by this Rider terminates at the earliest of:

- 1. When the Coverage provided by the Certificate terminates for any reason including Termination of Coverage due to Acceleration; or
- 2. On the Termination Date of this Rider, as shown on the Certificate Schedule; or
- 3. On the date You elect to terminate this Rider; or
- 4. On the date of the Insured's death; or
- 5. At the end of the 31 day grace period for an unpaid premium.

**CANCELLATION OF THIS RIDER:** This Rider may be cancelled by a written request from You. Cancellation will take effect on the date We receive the written request at Our Administrative Office. We will refund a pro rata part of any premium paid for this Rider beyond that date.

# **COMBINED INSURANCE COMPANY OF AMERICA**

Jose Vasquez, President

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Combined Insurance Company of America
111 East Wacker Drive, Suite 700

Chicago, IL 60601

Rebecca L. Collins, Secretary

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Administrative Office

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