



**LIFETIME BENEFIT TERM INSURANCE CERTIFICATE OF COVERAGE**

We, Combined Insurance Company of America, certify that We have issued the Group Lifetime Benefit Term Insurance Policy ("The Policy") numbered below to the named Policyholder. The Policy is a contract between Us and the Policyholder. We issue this Certificate to You as evidence of Your insurance under The Policy. This Certificate summarizes and explains the parts of The Policy that apply to You. You may view The Policy at the Policyholder's office during normal business hours.

We will pay the Death Benefit if the Insured dies while The Policy and the Coverage evidenced by this Certificate are in force. To file a claim or ask a question, You may contact Our Administrative Office. The Death Benefit will be paid to the Beneficiary when due proof of the Insured's death is received at Our Administrative Office. We will also require completion of Our claim forms. All benefits are subject to the terms and conditions of The Policy.

The Lifetime Benefit Term Coverage provides:

- An Initial Guaranteed Death Benefit until the later of 25 years after the Coverage Date or age 70, but not beyond age 100. After this initial period, a Reduced Guaranteed Death Benefit of 50% of the Initial Guaranteed Death Benefit is provided until age 121.
- Guaranteed Paid-Up Term Benefits upon termination of premium payments after premiums have been paid for 10 full Coverage Years.
- Non-guaranteed Paid-Up Term Benefits that may increase the Guaranteed Paid-Up Term Benefit upon termination of premium payments after premiums have been paid for 10 full Certificate Years
- After the Initial Guaranteed Death Benefit Period, non-guaranteed One Year Term Insurance which may increase the Reduced Guaranteed Death Benefit up to the Initial Guaranteed Death Benefit.
- Level Guaranteed Premiums payable to Age 100.
- The Policy is non-participating and provides no cash surrender values or loan values.

**READ THIS CERTIFICATE CAREFULLY.**

**Right to Examine Certificate:** We want the Certificateholder to be satisfied with his/her Coverage under The Policy. The Certificateholder may, within 30 days after the Certificate is delivered, return the Certificate to our Administrative Office and will receive a full refund of any premiums that have been paid. Once returned, the Coverage will be void from its beginning.

**Policyholder:** County of Henrico

**Policy Number:** DRE

**Policy Effective Date:** March 1, 2019

Issued and signed by Combined Insurance Company of America at its Home Office.

Kevin Goulding, President

Rebecca L. Collins, Secretary

**COMBINED INSURANCE COMPANY OF AMERICA**

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SAMPLE

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Any Riders, Endorsements, and enrollment data including a copy of the Enrollment Form for Coverage, follow Page 13

SAMPLE

CERTIFICATE SCHEDULE  
LIFETIME BENEFIT TERM INSURANCE

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INSURED: WILLIAM DOE EXPIRY DATE: MAR 01, 2087  
CERTIFICATEHOLDER: MARY DOE FACE AMOUNT: 50,000  
ISSUE AGE: 35 MALE GUARANTEED DEATH BENEFIT  
TO AGE 70: 50,000  
RATE CLASS: NON-TOBACCO  
DATE OF ISSUE: MAR 01, 2001 REDUCED GUARANTEED DEATH  
BENEFIT AFTER AGE 70: 25,000  
COVERAGE DATE: MAR 01, 2001 VESTING PERIOD: 10 YEARS  
CERTIFICATE NUMBER: VC000001

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BENEFICIARY: AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED

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CURRENT: ANNUAL PREMIUM \$621.80 PLANNED PERIODIC PREMIUM \$51.81 (MONTHLY)

GUARANTEED: ANNUAL PREMIUM \$646.30 PLANNED PERIODIC PREMIUM \$53.86 (MONTHLY)

THE CURRENT AND GUARANTEED PREMIUMS SHOWN ABOVE INCLUDE THE PREMIUM FOR ANY  
OPTIONAL BENEFITS, WHICH MAY BE ATTACHED TO THIS COVERAGE. THE CURRENT PREMIUMS ARE  
GUARANTEED NOT TO EXCEED THE GUARANTEED PREMIUMS. PREMIUMS ARE PAYABLE TO AGE 100.

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CERTIFICATE SCHEDULE CONTINUED  
 CERTIFICATE NUMBER: VC000001  
 RIDERS

BENEFIT	AMOUNT	ANNUAL PREMIUM	COVERAGE DATE	EXPIRY DATE
DEPENDENT CHILD RIDER	\$ 5,000	\$ 8.00	MAR 01, 2001	MAR 01, 2031
ACCIDENTAL DEATH BENEFIT RIDER	\$ 50,000	\$ 60.00	MAR 01, 2001	MAR 01, 2036
PAYOR WAIVER OF PREMIUM RIDER PAYOR: MARY DOE	\$ 24.30		MAR 01, 2001	MAR 01, 2026
LEVEL TERM RIDER PRIMARY INSURED: MARY DOE	\$50,000	\$ 197.00	MAR 01, 2001	MAR 01, 2038 ISSUE AGE: 33; FEMALE NON-TOBACCO
LEVEL TERM RIDER OTHER INSURED: ROBERT DOE	\$10,000	\$ 27.00	MAR 01, 2001	MAR 01, 2050 ISSUE AGE: 21; MALE NON-TOBACCO
GUARANTEED INSURABILITY RIDER AUTOMATIC INCREASE: LIFETIME BENEFIT TERM INSURANCE			MAR 01, 2001	MAR 02, 2006
GUARANTEED (*)				CURRENT (**)
OPTION DATE	DEATH BENEFIT INCREASE	DEATH BENEFIT INCREASE	ANNUAL PREMIUM	
MAR 01, 2002	\$5,704	\$6,044	\$52.00	
MAR 01, 2003	\$5,406	\$5,729	\$52.00	
MAR 01, 2004	\$5,132	\$5,440	\$52.00	
MAR 01, 2005	\$4,867	\$5,158	\$52.00	
MAR 01, 2006	\$4,615	\$4,890	\$52.00	

The above Death Benefit Increases are based on the Riders attached to the Certificate and the Rate Class of the Insured at issue. Addition or requested termination of Riders may change Death Benefit amounts on future Option Dates.

CERTIFICATE SCHEDULE CONTINUED  
SCHEDULE OF GUARANTEED VALUES

CERTIFICATE NUMBER: VC000001

CERTIFICATE YEAR	ATTAINED AGE	ANNUAL PREMIUM (INCLUDES RIDERS)	DECREASING TERM DEATH BENEFIT**	PAID-UP TERM DEATH BENEFIT**	GUARANTEED DEATH BENEFIT**
1	35	\$646.30	\$50,000	-	\$50,000
2	36	\$646.30	\$50,000	-	\$50,000
3	37	\$646.30	\$49,834	-	\$50,000
4	38	\$646.30	\$49,672	-	\$50,000
5	39	\$646.30	\$49,513	-	\$50,000
6	40	\$646.30	\$49,357	\$643	\$50,000
7	41	\$646.30	\$48,743	\$1,257	\$50,000
8	42	\$646.30	\$48,141	\$1,859	\$50,000
9	43	\$646.30	\$47,549	\$2,451	\$50,000
10	44	\$646.30	\$46,968	\$3,032	\$50,000
15	49	\$646.30	\$44,214	\$5,786	\$50,000
20	54	\$646.30	\$41,691	\$8,309	\$50,000
25	59	\$646.30	\$39,370	\$10,630	\$50,000
30	64	\$622.00	\$37,226	\$12,774	\$50,000
35	69	\$622.00	\$35,233	\$14,767	\$50,000
40	74	\$398.00	\$8,371	\$16,629	\$25,000
45	79	\$398.00	\$6,618	\$18,382	\$25,000
50	84	\$398.00	\$4,955	\$20,045	\$25,000
55	89	\$398.00	\$3,359	\$21,641	\$25,000
60	94	\$398.00	\$1,812	\$23,188	\$25,000
65	99	\$398.00	\$299	\$24,701	\$25,000
66-86	100-120		\$0	\$25,000	\$25,000

\*\*BEGINNING OF YEAR COVERAGE VALUES ARE SHOWN. THE ABOVE CALCULATIONS ASSUME THAT PREMIUMS ARE PAID ANNUALLY AND THAT DEATH BENEFITS ARE PAYABLE UNIFORMLY THROUGHOUT THE COVERAGE YEAR.

THE PORTION OF THE ANNUAL PREMIUM USED TO PURCHASE PAID-UP INSURANCE IS \$282.56. THE PREMIUM LOADS USED FOR CALCULATING THE PAID UP TERM DEATH BENEFIT IS 100% FOR COVERAGE YEAR 1, 75% FOR COVERAGE YEARS 2 -5 AND 0% FOR SUBSEQUENT COVERAGE YEARS.

THE ABOVE VALUES ARE DETERMINED ACCORDING TO THE POLICY COVERAGE VALUES SECTION. VALUES ARE BASED ON THE 2001 CSO ULTIMATE, COMMISSIONERS STANDARD ORDINARY MORTALITY TABLE, UNISEX 50% MALE/50%FEMALE, SMOKER/NONSMOKER AT 2% INTEREST. WE WILL FURNISH ANY VALUES NOT SHOWN ABOVE UPON REQUEST. THE METHOD OF COMPUTATION OF COVERAGE VALUES HAS BEEN FILED WITH THE INSURANCE SUPERVISORY OFFICIAL IN THE STATE WHERE THE POLICY IS DELIVERED.

**DEFINITIONS**

**Active Employee** means an employee who is actively at work for twenty (20) hours or more per week for payroll deduction; and between 16 and 20 hours for Part-Time and Temporary Workers for ACH, performing the regular duties of their job in the usual manner and at the usual place of employment at the time of enrollment, and has is eligible on the day of hire.

**Age** is equal to the Issue Age, of the Insured, on the Date of Issue. The Age increases by one year on each Date of Issue anniversary date.

**Beneficiary** means the person, persons or entity designated by the Certificateholder to receive the Death Benefit provided under The Policy.

**Certificate or Certificate of Coverage** means a document that describes the terms of the insurance made available under The Policy to Eligible Classes.

**Certificateholder** refers to the person who is allowed to exercise the rights given by The Policy and allowed by Us. The Certificateholder may be someone other than the Insured. The Certificateholder is shown in the Certificate Schedule.

**Certificate Year** is the period from the Date of Issue to the first Date of Issue anniversary or from one Date of Issue anniversary to the next. A Certificate Year does not include the Date of Issue anniversary at the end of the Certificate Year.

**Coverage** means the insurance provided under The Policy.

**Coverage Date** is the date on which an Insured's Coverage under The Policy begins. The Coverage Date is shown in the Certificate Schedule.

**Date of Issue** of a Certificate of Coverage is used to determine the suicide and Contestability periods. The Date of Issue is also the date from which anniversaries, years, months, and premium due dates are determined. The Date of Issue is shown in the Certificate Schedule.

**Death Benefit** is the amount payable to the Beneficiary upon death of the Insured. The Death Benefit calculations are explained in the Death Benefit provision.

**Deferred Paid-Up Term Death Benefit** is paid-up term insurance purchased with Non-Guaranteed Credits that are payable upon termination of premium payments after premium payments have been paid through the Vesting Period.

**Eligible Classes** means the class(es) of people eligible to apply for Coverage under The Policy. Eligible Classes are shown on Page 1 of The Policy.

**Eligible Employee** means a person who is an Active Employee of The Policyholder.

**Eligible Dependent** means a person who is:

1. The Insured's Spouse;
2. The Insured's newborn child;
3. The Insured's unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by the Insured, or stepchild under age 26; or
4. The Insured's unmarried grandchild under age 26.

Attainment of the limiting age will not terminate coverage of any child who is incapable of self-sustaining employment because of intellectual disability or physical handicap and who is chiefly dependent upon the Insured for care and support. Upon request by Us, proof of incapacity and dependency shall be furnished to Us within 31 days of the Dependent Child's attainment of the specified age. Subsequent proof may be required by Us but not more frequently than annually after the two-year period following the Dependent Child's attainment of the specified age. If such coverage is continued in accordance with this paragraph, the Dependent Child shall be entitled upon termination of such incapacity to a converted policy in accordance with and subject to the terms and conditions of the Conversion provision.

**Evidence Of Insurability** is statement of history that, when applicable, We may use to determine if the person is approved for Coverage.

**Expiry Date** is the date when Coverage and benefits expire without value. This Date is shown in the Certificate Schedule.

**Face Amount** is the amount of insurance on which premium calculations are made. The Face Amount is shown in the Certificate Schedule.

**Initial Guaranteed Death Benefit** means the Guaranteed Death Benefit that will be provided during the Initial Guaranteed Death Benefit Period. It is shown in the Certificate Schedule.

**Initial Guaranteed Death Benefit Period** is the initial period where a level guaranteed death benefit equal to the Face Amount is provided so long as premiums are paid when due. The Initial Guaranteed Death Benefit Period for the Insured is shown in the Certificate Schedule.

**Insured** is the person whose life is insured under The Policy. The Insured is shown in the Certificate Schedule.

**Irrevocable Beneficiary** is a Beneficiary whose consent is needed to change that Beneficiary. Also, an Irrevocable Beneficiary must consent to the exercise of certain rights under The Policy. See Certificateholder's Rights for exceptions. Any Beneficiary may be named an Irrevocable Beneficiary.

**Issue Age** means the Insured's age last birthday on the Date of Issue. The Insured's Issue Age is shown on the Certificate Schedule.

**Lapse** means the Coverage has terminated, or been placed on paid-up term insurance because a premium was not paid when due.

**Non-guaranteed Credits** may be credited on each Certificate Anniversary based upon current interest and mortality rates, declared in advance by Us that are more favorable than the guaranteed rates. Credits are used to purchase additional Deferred Paid-Up Term Insurance.

**The Policy** means the group contract whose provisions govern the insurance provided to the Eligible Classes.

**Policyholder** is the entity through which We make this insurance available to Eligible Classes. The Policyholder is shown on page 1.

**Reduced Guaranteed Death Benefit** means the Guaranteed Death Benefit provided after the Initial Guaranteed Death Benefit Period. It is shown on the Certificate Schedule.

**Rider** means additional Coverage made available under The Policy. All Riders elected by The Policyholder are attached to The Policy. No Coverage is available under a Rider unless also attached as a Rider to the Certificate.

**Spouse** means the person to whom you are legally married as defined in the individual Certificates. He/she does not qualify as a Spouse, if he/she is individually eligible as an Eligible Employee/Eligible Member under The Policy.

**Vesting Period** is the number of years that premiums must be paid by You, before paid-up term insurance becomes available in the event of discontinuation of premium payments. The Vesting Period is shown in the Certificate Schedule.

**We, Our, or Us** refers to Combined Insurance Company of America.

**You or Your** refer to the Certificateholder.

## CERTIFICATE PROVISIONS

## **The Policy**

The Policy is the group contract between Us and the Policyholder whose provisions govern the insurance provided to the Insured. This Certificate is not an insurance policy. It is evidence of the Coverage provided to the Insured. In case of differences or errors, the provisions of The Policy control. The Policy may be changed at any time by a written agreement between Us and the Policyholder.

## **Entire Certificate**

The Entire Certificate between the parties consists of:

1. The Certificates of the Insured;
2. Any Riders or endorsements;
3. Any Certificate Schedules;
4. Enrollment data and enrollment form for the Insured.

No written statement made by any person insured can be used in any contest unless a copy of the statement has been furnished to the person, his beneficiary, or his personal representative.

## **Statements Are Not Warranties**

All statements made by or for the Policyholder or the Insured in the enrollment shall be deemed representations and not warranties. No statement will be used in any contest unless a copy of the enrollment data has been furnished to You or the Insured or to the Insured's Beneficiary.

## **Contestability**

Except for failure to pay premiums, We will not contest the validity of Coverage under the Certificate after two years:

- a. from the Date of Issue; or
- b. from the effective date of the last reinstatement, if any.

Insurability for an Insured shall not be used in contesting the validity of the insurance unless the statement is contained in a written instrument signed by him.

## **Termination of Coverage on an Insured**

Coverage on an Insured will terminate:

1. If any premium payable by You is not paid within the grace period. The Coverage will terminate the day after the 31 day grace period.
2. On the date We receive Your written request to terminate the Coverage.
3. On the date the Insured dies.
4. When the Insured reaches age 121.
5. On the date The Policy terminates subject to the Portability Privilege.

## **Portability Privilege**

If the Insured loses eligibility for the Coverage provided under The Policy for any reason other than non-payment of premiums, You may continue coverage under the Portability Privilege.

Portability will not be available for an Insured unless:

- 1) The Insured's Lifetime Benefit Term Insurance under the Policy terminated because the Policy was cancelled or the Insured is no longer eligible for payroll deduction; and
- 2) We receive a written request and payment of the first premium for the portability Coverage no later than 60 days after such termination; and
- 3) The request is made on a form we furnish or approve for that purpose.

## **Conversion**

As an alternative to the Portability Provision, You have the right to continue the amount of insurance lost due to termination of Coverage under The Policy to an individual life insurance policy. The amount of the coverage to convert shall not exceed the amount of coverage terminated under The Policy less the amount of any group life insurance that the person is or becomes eligible for within 31 days after the termination. The individual policy will be available without presenting evidence of insurability in an amount up to and including the amount of coverage that ceased. You may select from an individual life policy that is then available for sale by the Us. The premiums charged will be those applicable to the risk class, then-current age on an age-last basis, and gender of the

Insured for the selected policy. This right to convert to an individual policy may only be exercised within 31 days of the termination of coverage under The Policy. Notice of conversion will be provided at least 15 days prior to the end of this period. If notice is not provided within 15 days, the Certificateholder will have an additional 15 days to exercise this right. Any paid-up additions or other fully-paid coverage under The Policy will continue in force and may not be converted to the individual policy.

Should the Insured die within the 31 day conversion period and before the individual policy would become effective, the amount of insurance which the person would have been entitled to have been issued under the individual policy shall be payable as a claim under the group policy, whether or not application for the individual policy or payment of the first premium has been made.

The Portability Privilege and Conversion options are mutually exclusive. You may not elect both Portability and Conversion.

#### **Misstatement of Age or Tobacco Usage**

If the Insured's age or tobacco usage has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and/or tobacco usage.

#### **Suicide Exclusion**

If the Insured commits suicide, while sane or insane, within two years from the Date of Issue, and while this Coverage is in force, We will pay in one sum to the Beneficiary, the amount of premiums paid for this Coverage.

#### **Certificateholder's Rights**

The Policy provides that while the Insured is living, You may exercise all rights given to You by The Policy or allowed by Us. These rights include assigning this Coverage, changing the Beneficiary, changing the Certificateholder, enjoying all The Policy benefits and exercising all The Policy options.

The consent of any Irrevocable Beneficiary is needed to exercise any right except the right to:

- a. Change the frequency of premium payments, or;
- b. Reinstate this Coverage after Lapse.

#### **Assignment**

The Policy provides that the You may assign Your rights to the Coverage under the Certificate. For any assignment to be binding on Us, We must receive the original Assignment, or a signed certified copy at Our Administrative Office and it must be recorded by Us. Once We receive the original Assignment, or a signed certified copy, Your rights and the interest of any Beneficiary or any other person will be subject to the assignment. We will not be responsible for the validity of any assignment. We are not liable for any payment made by Us before We record the assignment.

#### **Change of Certificateholder or Beneficiary**

The Policy provides that the Certificateholder or any Beneficiary may be changed during the Insured's lifetime. We do not limit the number of changes that may be made. To make a change, a written request, satisfactory to Us, must be received at Our Administrative Office. The change will take effect as of the date the request is signed by all required parties, even if the Insured dies before We receive it. Each change will be subject to any payment We made or other action We took before receiving the request. If the Certificateholder dies prior to the Insured, the Insured will become the Certificateholder.

#### **Death of Beneficiary in Common Disaster**

If any Beneficiary dies with the Insured in a common disaster, death benefits will be paid as if the Beneficiary predeceased the Insured.

#### **Legal Actions**

You cannot bring a legal action to recover benefits under Your Certificate for at least 60 days after You have given Us written Proof of Loss. You cannot start such an action after the expiration of the applicable statute of limitations from the date Proof of Loss is required.

## **PREMIUMS**

### **Payment of Premiums**

Premiums are payable in advance to Us. The first premium is due on the Date of Issue. Each subsequent premium is due when the period covered by the preceding premium ends. The amount and frequency of premium payments are shown in the Certificate Schedule.

### **Grace Period**

After the first premium has been paid, We allow a 31 day Grace Period to pay each subsequent premium. During this Grace Period the Coverage remains in full force. If the Insured dies during the Grace Period, We will deduct the unpaid premium from the benefits of this Coverage.

### **Non-Payment of Premium Options**

If You do not pay the premium due by the end of the Grace Period, the Coverage will Lapse. If the Coverage Lapses and premiums have not been paid through the Vesting Period, Coverage will terminate without value. If the Coverage Lapses and premiums have been paid through the Vesting Period it will Lapse with paid-up term insurance Coverage equal to the sum of the Guaranteed and Deferred Paid-Up Term insurance as described in the Death Benefit provision.

### **Reinstatement**

Coverage may be reinstated, while the Insured is alive, at any time within five years after the date of Lapse subject to Our acceptance of Your application for reinstatement. However, the Coverage cannot be reinstated on or after the Expiry Date.

If You pay the premium due within 60 days of the due date (within 29 days after the end of the Grace Period) and during the Insured's lifetime, the Coverage will be reinstated without Evidence of Insurability.

If You do not pay the premium due within 60 days of the due date (within 29 days after the end of the Grace Period) Reinstatement will be subject to Evidence of Insurability satisfactory to Us. All overdue premiums must be paid with interest compounded annually at 6% from their due dates to the date of reinstatement.

## **THE DEATH BENEFIT**

Subject to a written claim form as furnished by Us, We will pay the Death Benefit within 30 days of when We receive due proof at Our Administrative Office that the Insured died while the Coverage was in force. If payment is delayed for 30 days or more, We will pay interest at a rate of 2.5% on the amount We owe.

Death Benefits available to an Insured are determined in accordance with the Death Benefit provision of this Certificate. The Guaranteed Death Benefit, Deferred Paid-Up Term Death Benefits and One Year Term Insurance for a given Insured will vary according to Issue Age, Mortality Table, Rate Class, Premium and Non-Guaranteed Credits described in the Certificate. Given the variability of these factors, the Guaranteed Death Benefit, Deferred Paid-Up Term Death Benefits and One Year Term Insurance for a given Insured are only illustrated in the Certificate Schedule and Illustration issued to You. The following provisions govern the calculation of the Death Benefit:

### **Guaranteed Death Benefit**

While premiums are being paid, the Policy provides for an initial level Guaranteed Death Benefit. After the Initial Guaranteed Death Benefit Period, the Guaranteed Death Benefit is reduced. The Guaranteed Death Benefits and Periods are shown in the Certificate Schedule.

The Guaranteed Death Benefit is equal to the sum of the Guaranteed Paid-Up Term Death Benefit and the Decreasing Term Death Benefit. The Guaranteed Death Benefit Coverage terminates without value at the Expiry Date shown in the Certificate Schedule.

### **Guaranteed Paid-Up Term Death Benefit**

The Guaranteed Paid-Up Term Death Benefit is equal to the accumulated amount of paid-up term insurance purchased by a level portion of the Coverage annual premium. This premium is shown on the Certificate Schedule. During the Vesting Period, the premium loads shown in the Certificate Schedule reduce this level portion of the premium. The table of Guaranteed Paid-Up Term Death Benefits is shown in the Certificate Schedule.

If the Coverage lapses during the Vesting Period, the Coverage will terminate with no value. If the Coverage lapses after the Vesting Period accumulated paid-up term insurance Coverage will remain in force until the Expiry Date.

### **Decreasing Term Death Benefit**

The Decreasing Term Death Benefit is equal to the Guaranteed Death Benefit minus the Guaranteed Paid-Up Term Death Benefit. The Decreasing Term Death Benefit terminates when premiums are no longer being paid.

### **Deferred Paid-Up Term Death Benefit**

We may purchase a non-guaranteed Deferred Paid-Up Term Death Benefit on each Coverage Anniversary while the Coverage is premium paying. A Deferred Paid-Up Term Death Benefit will not provide an increase in the death benefit while the Coverage is premium paying except as noted in the One Year Term Death Benefit provision. It will increase the paid-up death benefit available upon termination of premium payments, provided that premium payments are paid through the Vesting Period. We will declare Non-guaranteed Credits in advance of each Certificate Year that will be used to purchase the Deferred Paid-Up Term Death Benefit.

### **Non-guaranteed Credits**

Credits are based upon interest and mortality more favorable than that guaranteed by The Policy. The total credit on each anniversary is equal to the sum of the Mortality, Survivor and the Excess Interest Credits. These Credits may not be less than zero.

The Mortality Credit is equal to i times ii times iii divided by iv:

- i. The Guaranteed Death Benefit.
- ii. The guaranteed mortality rate minus the current mortality rate.
- iii. One plus the current interest rate raised to the one half power.
- iv. One minus the current mortality rate.

The Survivor Credit is equal to i times ii times iii divided by iv:

- i. The Deferred Paid-Up Term Death Benefit on the prior anniversary.
- ii. The current mortality rate.
- iii. One plus the current interest rate raised to the one half power.
- iv. One minus the current mortality rate.

The Excess Interest Credit is equal to i times ii times iii:

- i. The sum of the Guaranteed and non-guaranteed Deferred Paid-Up Term Death Benefit on the prior anniversary.
- ii. The current interest rate minus the guaranteed interest rate.
- iii. The net single premium rate for paid-up term insurance.

The Guaranteed Death Benefit, current mortality rate, net single premium rate and interest rate for calculating the above Credits are determined as of the prior anniversary and are based upon rates declared in advance of the Certificate Year. Current rates are based upon Our future expectations of mortality and interest and are not calculated to recover past losses or distribute past profits. If We change current rates on in force Coverage under The Policy, the changes will be made uniformly for all insureds for a given age, Duration, Mortality Table and Rate Class as shown in the Certificate Schedule.

The additional Deferred Paid-Up Term Death Benefit as of the current anniversary is equal to the amount of Deferred Paid-Up Term Death Benefit on the prior anniversary plus the sum of the total Credits divided by the net single premium rate for paid-up term insurance on the current anniversary. If at any anniversary the sum of the Guaranteed Paid-Up Term Death Benefit and the Deferred Paid-Up Term Death Benefit would exceed the Initial Guaranteed Death Benefit, then premiums will be refunded to the point that the sum is equal to the Initial Guaranteed Death Benefit.

Once earned, the Deferred Paid-Up Term Death Benefit is guaranteed and will not decrease except in years where it is used to purchase One Year Term insurance.

### **One Year Term Insurance**

After the Initial Guaranteed Death Benefit Period, a portion of the value of the non-guaranteed Deferred Paid-Up Term Death Benefit will be used on each anniversary to purchase One Year Term Insurance equal to the

reduction in the Guaranteed Death Benefit. If there is not enough value to purchase One Year Term Insurance equal to the reduction in the Guaranteed Death Benefit then as much One Year Term Insurance as the value will allow will be purchased.

The One Year Term Insurance premium is equal to i divided by ii:

- i. Current mortality rate
- ii. One plus the current interest rate raised to the one half power,

Where the current mortality rate and interest rate is determined as of the current anniversary.

The amount of Deferred Paid-Up Term Death Benefit will be reduced by the amount needed to pay the One Year Term Insurance Premium based upon the net single premium rate for paid-up term insurance.

### **Early Fully Paid-Up Coverage**

If the sum of the Guaranteed and Deferred Paid-Up Term Death Benefit is greater than or equal to the Initial Guaranteed Death Benefit prior to age 100, the Coverage will become paid-up for an amount equal to the Initial Guaranteed Death Benefit. Premiums will be refunded to the point in time that the sum of the Guaranteed and Deferred Paid-Up Term Death Benefit was equal to the Initial Guaranteed Death Benefit. No further premium payments will be due.

### **Death Benefit Calculations**

In any Certificate Year, while premiums continue to be paid, the amount payable upon death of the Insured will be:

- a. Guaranteed Death Benefit in effect, in that year; plus
- b. After the Initial Guaranteed Death Benefit Period, One Year Term Insurance, if any; plus
- c. the premium paid beyond the date of death; plus
- d. interest, not less than required by law, from the date proof of death is received by Us to the date the claim is paid; minus
- e. any unpaid premium due and unpaid at the date of death.

In any Certificate Year after premiums have been paid thru the Vesting Period and the Coverage has Lapsed due to nonpayment of premiums, the amount payable upon death of the Insured will be:

- a. the Guaranteed Paid Up Term Death Benefit; plus
- b. the Deferred Paid Up Term Benefit, if any; plus
- c. interest, not less than required by law, from the date proof of death is received by Us to the date the claim is paid.

No Death Benefit is payable in the event that death occurs after Coverage has Lapsed, and the Lapse occurred prior to the end of the Vesting Period.

### **Payment of Proceeds – Settlement of the death benefit shall be made by payment in one sum.**

Subject to a written claim form as furnished by Us, We will pay the death benefit within 30 days of when We receive due proof at Our Administrative Office that the Insured died while the Coverage was in force. If payment is delayed for 30 days or more, We will pay interest at a rate of at least 2.5% a year on the amount We owe. The Proceeds are subject to any adjustments provided in the Misstatement of Age or Tobacco Usage, Contestability and Suicide provisions.

### **Death of Beneficiary**

If any Beneficiary dies prior to the Insured, the portion of the proceeds that would have gone to that Beneficiary shall be paid to the Insured's Estate.

### **Multiple Beneficiaries**

If there is more than one Beneficiary, proceeds shall be divided equally among the Beneficiaries, unless the Beneficiary designation specifies the amount to be paid to each Beneficiary.

### **Facility of Payment**

We may pay all or part of the Death Benefit to any person who paid any expense in connection with the Insured's last illness or death. That person must give Us a copy of the receipt describing the expense and the amount paid for such expense. The amount paid will not exceed \$1,000. The Death Benefit will be reduced by any payment made under this provision.

## COVERAGE VALUES

### **Basis of Values**

All paid-up term insurance amounts, present values and net single premiums for The Policy are based on the Mortality Table and interest rate shown on the Certificate Schedule. Calculations take into account that premiums are paid annually and that Death Benefits are payable uniformly throughout the Certificate Year. Any additional benefits provided by Riders shall be excluded from these calculations.

### **Certificate Schedule of Guaranteed Values**

The Certificate Schedule of Guaranteed Values shows the guaranteed values at the beginning of the Certificate Year on the assumption that premiums have been fully paid in cash for the completed years stated.

If premiums for this Coverage are paid other than annually, adjustments will be made in calculating guaranteed Paid-Up term insurance values for that portion of the Certificate Year for which premiums were actually paid.

Guaranteed paid-up term insurance values for the end of any Coverage Year not shown in the table will be furnished upon written request to the Administrative Office.

SAMPLE

**LIFETIME BENEFIT TERM CERTIFICATE OF COVERAGE**

**COMBINED INSURANCE COMPANY OF AMERICA**

**Home Office**

111 East Wacker Drive, Suite 700  
Chicago, IL 60601  
1-800-544-9382

**Administrative Office**

17 Church Street  
Keene, NH 03431  
1-855-241-9891

SAMPLE

## COMBINED INSURANCE COMPANY OF AMERICA DEPENDENT CHILD RIDER

**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.

**COVERAGE AND EXPIRY DATES:** The Coverage and Expiry Dates of this Rider are shown on the Certificate Schedule or Endorsement. This Rider will not be in effect unless the Coverage to which it is attached becomes effective.

**DEPENDENT CHILD** means a person who is:

1. The Insured's newborn child; or
2. The Insured's natural child, legally adopted child, child in the waiting period prior to finalization of adoption by the Insured, or stepchild under age 26; or
3. The Insured's unmarried grandchild under age 26 who is a dependent for federal income tax purposes.

Attainment of the limiting age will not terminate coverage of any child who is incapable of self-sustaining employment because of intellectual disability or physical handicap and who is chiefly dependent upon the Insured for care and support. Upon request by Us, proof of incapacity and dependency shall be furnished to Us within 31 days of the Dependent Child's attainment of the specified age. Subsequent proof may be required by Us but not more frequently than annually after the two-year period following the Dependent Child's attainment of the specified age. If such coverage is continued in accordance with this paragraph, the Dependent Child shall be entitled upon termination of such incapacity to a converted policy in accordance with and subject to the terms and conditions of the Conversion provision.

**BENEFIT:** If we receive proof at Our Administrative Office that a Dependent Child has died after the age of [15] days and before his or her [26<sup>th</sup>] birthday, and while this Rider is in force, then we will pay the Beneficiary the Death Benefit Amount shown on the Certificate Schedule or Endorsement. The Death Benefit Amount applies to each Dependent Child.

**REINSTATEMENT:** This Rider may be reinstated upon reinstatement of the Coverage if satisfactory Evidence Of Insurability is furnished to Us with respect to each Dependent Child and for each Insured within 15 days of the reinstatement of the Coverage. The death of a Dependent Child before the date of the reinstatement or Evidence Of Insurability unsatisfactory to Us with respect to a Dependent child shall not preclude the reinstatement of the Coverage and this Benefit on the lives of those for whom the Evidence Of Insurability is satisfactory to us.

**BENEFICIARY:** The Certificateholder is the Beneficiary, if living. If the Certificateholder is not living, the Certificateholder's spouse shall be the Beneficiary. If the Certificateholder's spouse is not living (or if the Certificateholder does not have a spouse), the child's legal guardian or the adult(s) who We determine have assumed custody of the child shall be the Beneficiary.

**CONTESTABILITY:** The Contestability provision applies to each Dependent Child under this Rider. We will not contest this Rider two years from the Date of Issue of this Rider. This Contestability provision also applies to any reinstatement of the Rider as regards to statements made in the application for reinstatement.

**SUICIDE:** If an Insured dies under this Rider by suicide within two years from the Date of Issue, we will return the premiums paid for this Rider.

**CONVERSION:** You may convert the Coverage of a Dependent child within 30 days of the earlier of the Dependent Child's 26<sup>th</sup> birthday or the Anniversary of the Date of Issue which is on or next following the Insured's 75<sup>th</sup> birthday. We must receive written application and the first premium for the new Coverage while the Dependent Child is alive and still Insured under this Rider.

The Conversion may be to the same plan as the original Certificate to which this Rider is attached, or to another plan.

## DEPENDENT CHILD RIDER

*Continued from previous page.*

The face amount of the new coverage will be no more than five times the Benefit Amount payable under this Rider less the amount of any group life insurance that the Dependent child is or becomes eligible for within 31 days after the termination, but no less than \$5,000.

Premium for the new coverage will be based on the age, gender and rate class of the Dependent Child on the Date of Issue of the new coverage.

There will be no Evidence Of Insurability required for the conversion. However, if additional Riders are requested on the new policy, the Dependent Child must provide Evidence Of Insurability satisfactory to us. Coverage for any Dependent Child under this Rider terminates upon Conversion of that Dependent Child.

**PAID-UP INSURANCE:** We will convert each Dependent Child's Coverage then in force to paid-up term insurance at the death of the Insured if:

- the Insured dies before the Expiry Date of this Rider; and
- this Certificate and Rider are in force.

The paid-up insurance will have no surrender Value or Loan Value and will automatically terminate on the earlier of:

- the Dependent Child's 26<sup>th</sup> birthday; or
- the Expiry Date of this Rider.

Paid-up insurance on any Dependent Child will not be contested after insurance has been in force, during the lifetime of that Dependent Child, for two years. The two years includes the period that such Dependent Child's Coverage was in force under this Rider prior to the date the paid-up insurance becomes effective. The Dependent Child will be the Owner of the paid-up insurance if he or she has reached the age of majority at the death of the Insured. Otherwise, the legal guardian of the Dependent Child will be the Owner.

**RIDER TERMINATION:** This Rider ends automatically

- a. On the Expiry Date of this Rider, as shown on the Certificate Schedule or Endorsement; or
- b. When the Coverage matures; or
- c. When the Coverage terminates for any reason; or
- d. The Certificate anniversary on which the Insured is age 75; or
- e. At the end of the 31 day Grace Period for an unpaid premium; or
- f. When there are no longer any Dependent Children covered under this Rider.

### COMBINED INSURANCE COMPANY OF AMERICA



Kevin Goulding, President



Rebecca L. Collins, Secretary

#### Home Office

Combined Insurance Company of America  
[111 East Wacker Drive, Suite 700  
Chicago, IL 60601]

#### Administrative Office

Combined Insurance Company of America  
[17 Church Street  
Keene, NH 03431]



## **SUMMARY and DISCLOSURE STATEMENT for ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER**

### **Benefit**

According to the terms of the Accelerated Death Benefit For Terminal Illness Rider, We will pay a portion of the Death Benefit to the Certificateholder upon receiving acceptable proof that the Insured is terminally ill. The benefits of this Rider are available to the Certificateholder through a Rider attached to his or her Certificate. An Accelerated Death Benefit for Terminal Illness can only be paid one time under this Rider.

### **Consequences of Receiving an Accelerated Death Benefit for Terminal Illness**

Payment of benefits under this Rider may be taxable to the Certificateholder under the Internal Revenue Code. The receipt of an Accelerated Death Benefit may also affect the Certificateholder's eligibility to receive, or continue to receive Medicaid benefits, or other state or federal government benefits and entitlements. Before the Certificateholder elects to receive any benefits under this Rider, he or she should consult with his or her tax advisor.

### **Amount You May Elect**

Thirty (30) days following the issue of the Rider, the Certificateholder may elect to have a portion of the Death Benefit accelerated for an illness. There is no waiting period for accidents. The limits are outlined in the Rider, but are generally limited to the lesser of 50% of the Death Benefit provided to the Insured by the Certificate after subtraction of any previous Accelerated Death Benefit paid to the Certificateholder, to a maximum of \$100,000. We have a right under the Rider to charge an administrative fee for processing an Accelerated Death Benefit. The maximum amount of the fee we will charge the Certificateholder is \$150. It will be deducted from any payment made.

### **When Eligible for Payment of Benefit**

The Certificateholder is entitled to receive the Accelerated Death Benefit for Terminal Illness when we have determined that the insured is terminally ill and has a life expectancy of 12 months or less.

### **Notice and Proof of Qualifying Event**

We will require proof, certified by a Physician, that the Insured is Terminally Ill. The diagnosis must be made by a Physician as defined in the Rider. Any diagnosis must be the result of clinical, radiological, histological, or laboratory evidence of the terminal illness. We may require a second medical opinion by a Physician of our choice 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.

### **Effect of an Accelerated Death Benefit for Terminal Illness**

When payment of an Accelerated Death Benefit for Terminal Illness is made, it will be treated as a Lien against the Certificate Coverage. We will charge the Certificate Holder interest on the Accelerated Death Benefit paid to him or her. The maximum interest rate we may charge the Certificate Holder is the greater of:

1. 7%; or
2. the current 90 day U.S. Treasury Bill rate in effect on the date that the Accelerated Death Benefit is paid.

Premiums, without reduction, will still be payable, including any premiums for Riders. In the event that Coverage under a Certificate Lapses for nonpayment of premium, Coverage terminates and no repayment of the lien (including accrued interest) is required. A written consent must be sent to Us from any Irrevocable Beneficiaries or assignees before we will release an Accelerated Death Benefit. The written request must be in a form satisfactory to Us.



## COMBINED INSURANCE COMPANY OF AMERICA

### 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 Ill. We will pay this Accelerated Death Benefit for Terminal Illness less the amount of the current administrative fee.
- Terminally Ill: 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, certified by a Physician, that the Insured is Terminally Ill.
- 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:**

Thirty (30) days following the date of issue for this Rider, You may elect to have a portion of the Death Benefit accelerated for an illness. There is no waiting period for accidents. The Insured must be found to be Terminally Ill 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 lesser 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. All benefits will be paid in one lump sum.

## ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER

*Continued from previous page.*

### **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 Ill 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 Ill. 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**



Kevin Goulding, President



Rebecca L. Collins, Secretary

### **Home Office**

Combined Insurance Company of America  
[111 East Wacker Drive, Suite 700  
Chicago, IL 60601]

### **Administrative Office**

Combined Insurance Company of America  
[17 Church Street  
Keene, NH 03431]

**ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER  
WITH EXTENSION OF BENEFITS RIDER  
OUTLINE OF COVERAGE  
Rider Form No. 34553VA and Form No. 34554VA**

**CAUTION:** The issuance of this Accelerated Death Benefit For Long Term Care Rider and Extension of Benefits Rider is based upon Your responses to the questions on Your enrollment form. A copy of Your enrollment form is enclosed. If Your answers are incorrect or untrue, Combined Insurance Company of America has the right to deny benefits or rescind Your 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, please contact the company at this address: 17 Church St., Keene, N. H. 03431.

**NOTICE TO BUYER:** These Riders 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.

1. This Coverage is a Group Rider that is issued in Virginia.
2. **PURPOSE OF OUTLINE OF COVERAGE:** This Outline of Coverage is designed to provide You with a summary of the Rider for which You are applying. The Accelerated Death Benefit For Long Term Care Rider form and the Certificate set forth in detail the terms, conditions, limitations and exclusions of the Coverage and Accelerated Death Benefit for Long Term Care Rider provided by the Certificate. Therefore, if You purchase this coverage, it is important that You **READ YOUR CERTIFICATE OF COVERAGE AND ALL RIDERS CAREFULLY.**
3. **FEDERAL TAX CONSEQUENCES:** This Rider is a federally tax-qualified long term care insurance coverage under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.
4. **TERMS UNDER WHICH THIS RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED:**
  - a. **RENEWABILITY: THIS POLICY (CERTIFICATE) IS GUARANTEED RENEWABLE.** This means you have the right, subject to the terms of your policy (certificate), to continue this policy as long as you pay your premiums on time. Combined Insurance Company of America cannot change any of the terms of your policy on its own, except that, in the future, IT MAY INCREASE THE PREMIUM YOU PAY.
  - b. **CONTINUATION:** Regardless of the continuation or conversion options available under the base Certificate, a continuation option is available for these Riders. Only You can request termination of these Riders. Unless You do, it will remain in force as long as the Certificate remains in force. If the base Certificate is converted to an individual life policy, these Riders will then be attached to the converted individual life policy.
  - c. **WAIVER OF PREMIUM:** For each month You receive benefits under the Rider, Your premium for the Certificate and all Riders will be waived.
5. **TERMS UNDER WHICH PREMIUMS MAY BE CHANGED BY THE COMPANY:** 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.
6. **TERMS UNDER WHICH THESE RIDERS MAY BE RETURNED AND PREMIUM REFUNDED:** 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.
7. **THIS IS NOT A MEDICARE SUPPLEMENT RIDER.** If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from Combined Insurance Company of America.
8. **LONG TERM CARE COVERAGE:** Riders of this type are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance or personal care services that are provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community or in the home. These Riders provides coverage in the form of a fixed dollar indemnity benefit, by accelerating the death benefits available under Your certificate for covered long term care expenses, subject to Rider limitations and requirements

**9. BENEFITS UNDER ACCELERATED DEATH BENEFIT RIDER FOR LONG TERM CARE:**

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.

**CONDITIONS FOR DETERMINATION OF PAYMENT OF BENEFITS:**

The Certificateholder may exercise the Accelerated Death Benefit Option and receive the applicable Rider, upon all the following conditions being met:

1. The Insured:
  - a. is alive; and
  - b. is Confined in a Nursing, Assisted Living Facility or Alzheimer's Facility and Confinement begins while the Accelerated Death Benefit for Long Term Care 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 a Chronically Ill Individual; 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 premium for the Insured's Coverage has been paid when due.

**10. BENEFITS UNDER EXTENSION OF BENEFITS RIDER.** If the rider is in force, after we have paid out the entire certificate death benefit amount, as of the beginning of the period of claim, we will increase the death benefit amount of the certificate by the death benefit amount increase subject to our determination that all the following terms and conditions have been satisfied:

- a. the rider remains in force;
- b. the insured is alive and continues to meet all conditions of the Accelerated Death Benefit for Long Term Care Rider under the Conditions on Eligibility for Payment of Long Term Care Benefits provision;
- c. the death benefit amount of the Certificate as of the monthly date immediately following the date the Insured first became eligible for payment of Long Term Care Benefits minus any death benefit advance has been paid;
- d. the Certificate will not be eligible for any additional death benefit amount increase until the previous death benefit amount increase has been paid;
- e. the cumulative Monthly Increase in Death Benefit Amounts under this Rider will not exceed the Multiple of the Current Death Benefit of the Certificate determined as of the monthly Certificate date that the final monthly payment under the terms of the Accelerated Death Benefit for Long Term Care Rider was made. The Multiple is shown on the Certificate Schedule or Endorsement.

The effective date of each death benefit amount increase will be the monthly date preceding the monthly date that the entire death benefit amount of the certificate was paid.

The death benefit amount increase equals the death benefit amount of the Certificate on the monthly date immediately following the date the insured first becomes eligible for Long Term Care Benefits, minus any lien, times the confinement percentage shown on the Certificate Schedule or Endorsement.

If the Insured ceases to meet the Conditions on Eligibility for Payment of Benefits under the Accelerated Death Benefit for Long Term Care Rider while death benefit amount increases are being made under the Extension of Benefits Rider, the Certificate and all its Riders will terminate.

If 100% of the amount payable under the Extension of Benefits Rider has been paid, the Certificate and all its Riders will terminate.

11. **DEFINITIONS:** These are some of the important definitions that will help the Certificateholder understand the limitations or conditions on eligibility for benefits. Please review the rider for further information:

- a) **ACTIVITIES OF DAILY LIVING** used to measure the insured's need for long term care. Activities of daily living are any of the following:
- i) **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.
  - ii) **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).
  - iii) **Dressing:** The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
  - iv) **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.
  - v) **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.
  - vi) **Transferring:** The Insured's ability to move into or out of a bed, chair or wheelchair.
- b) **CHRONICALLY ILL INDIVIDUAL** means an Insured who has been certified by a Licensed Health Care Practitioner as:
- i. being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living (Bathing, Continence, Dressing, Eating, Toileting, and Transferring) for a period of 90 days; **or**
  - ii. 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 Ill Insured must occur at least once every 12 months.

12. **LIMITATIONS AND EXCLUSIONS:** Rider benefits will not be paid for loss that results from:

- an intentionally self-inflicted injury, or attempted suicide; or
- war or any act of war, declared or undeclared, or service in the armed forces of any country; or
- treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency was sustained or acquired at the hands of a Physician or while under the treatment for an injury or sickness; or
- the Insured's participation in a felony, riot or insurrection.

or for the following types of care:

- received outside the United States and its territories; or
- provided by ineligible providers (ineligible providers are those providers not defined in the Rider); or
- rendered by members of the Certificateholder or the Insured's immediate family.

13. **RELATIONSHIP OF COST OF CARE AND BENEFITS:** These Riders 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

14. **ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS:** These Riders provide coverage for Insureds clinically diagnosed as having Alzheimer's disease or related degenerative and dementing illnesses. These illnesses are covered to the same extent as long as they meet the requirements of the Rider.

15. **PREMIUM:**

- a. The total annual premium for this Rider is: \_\_\_\_\_.

16. **ADDITIONAL FEATURES:**

- a. **IMPACT ON CERTIFICATE VALUES:** The death benefit that is payable at the death of the Insured will be reduced by the total of all Long Term Care Benefit payments. The Death Benefit will further be reduced by any Lien resulting from a Terminal Illness benefit paid. 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.
- b. **ILLUSTRATIVE EXAMPLE:** of the effect of exercising the Accelerated Death Benefit option based on the Monthly Accelerated Death Benefit of \$1,000:

	Before Accelerated Benefit	After One Month Accelerated Benefit
Accelerated Death Benefit	\$ 0	\$ 1,000
Death Benefit	\$ 25,000	\$ 24,000
Maximum Remaining Accelerated Death Benefit	\$ 25,000	\$ 24,000
Outstanding Terminal Illness Lien Balance	\$ 10,000	\$ 10,000
Planned Periodic Premium (Monthly)	52.22	50.50**

\*\*While Acceleration Benefits are paid, Premium for Coverage provided by the Certificate will be waived.

17. CONTACT THE VIRGINIA INSURANCE COUNSELING AND ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE POLICY OR CERTIFICATE.

SAMPLE

## ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

**TAX QUALIFICATION NOTICE:** The Accelerated Benefits offered under this Rider are a qualified Accelerated Death Benefit that is excluded from gross income for federal income tax purposes under Section 7702B (b) of the Internal Revenue Code of 1986. 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. 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.

The benefit you receive under this rider may be taxable. Consult with your tax advisor.

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.

**CAUTION:** This Rider may not apply when you have a claim! Please read! This Rider is issued to You based on answers to the questions in the enrollment form for this Rider. A copy of your enrollment form is attached to Your Certificate. 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 17 Church Street, PO Box 506, Keene, NH 03431.

**TERMS UNDER WHICH THIS RIDER MAY BE RETURNED AND PREMIUM REFUNDED:** You may return this Rider within 30 days after you receive it, and we will refund any premium that you paid for the Rider. The Rider returned pursuant to the notice shall be void from its inception upon the mailing or delivery of the Rider to the Insurer or its Agent.

**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.

**DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.** 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.

**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 Ill and be confined to a Nursing or 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

**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 increase the premium. The current premiums are shown on the Form No. 34553VA

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 60 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

## DEFINITIONS

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

**ACTIVITIES OF DAILY LIVING** used to measure the insured's need for long term care. Activities of daily living are any of the following:

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;
  - (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 a 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 Ill 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.

**HANDS-ON ASSISTANCE** means physical assistance (minimal, moderate or maximal) without which the individual would not be able to perform the activity of daily living.

**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 medical and nonmedical services provided to ill, disabled or infirm persons in their residences. Such services may include homemaker services, assistance with activities of daily living and respite care services.

**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
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; and
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.

**MEDICAID** means the program administered in accordance with Title 32.1 of the Code of Virginia

**MEDICARE** means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 (42 USC § 1395 et. Seq.).

**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.

**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 is part of the Certificateholder or the Insured's Immediate Family.

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

**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.

**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.

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. treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency was sustained or acquired at the hands of a Physician, or except while under treatment for an injury or sickness; or
4. 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 received outside the United States and its territories; or
2. is provided by ineligible providers; or
3. 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.
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 furnished 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. In no event, except in the absence of legal capacity of the claimant, shall such proof be furnished later than one year from the time proof is otherwise required. 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 Ill. 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 days 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.

**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 Form No. 34553VA

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.

**REINSTATEMENT FOR UNINTENTIONAL LAPSE:** If this Rider is canceled due to nonpayment of premium, the Certificateholder is entitled to have this rider reinstated if, within a period of not less than 5 months after the date of cancellation, the Certificateholder or any secondary addressee designated demonstrates that the failure to pay the premium when due was unintentional and due to the Certificateholder's cognitive impairment, loss of functional capacity, or continuous confinement in a hospital, skilled nursing facility, or assisted living facility for a period in excess of 60 days. Rider reinstatement shall be subject to payment of overdue premiums. The standard of proof of cognitive impairment or loss of functional capacity shall not be more stringent than the benefit eligibility criteria for cognitive impairment or the loss of functional capacity contained in this rider. If the rider becomes a claim during the 180-day period before the overdue premium is paid, the amount of the premium may be deducted in any settlement under this rider.

**EXTENSION OF BENEFITS:** Termination of this Rider shall be without prejudice to any benefits payable for any claim if such claim began while the accelerated death benefits under this Rider were in force and continues without interruption after termination. Such extension of benefits beyond the period this Rider was in force is limited to payment of the maximum benefits subject to all other applicable provisions in the Certificate.

**CONTINUATION:** Regardless of the continuation or conversion options available under the base Certificate, a continuation option is available for this Rider. Only You can request termination of this Rider. Unless You do, it will remain in force as long as the Certificate remains in force. If the base Certificate is converted to an individual life policy, this Rider will then be attached to the converted individual life policy.

**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. Notification of termination will be provided by first class United States mail, postage prepaid, to the Certificateholder and any other person designated by the Certificateholder at least 30 days after the premium is due and unpaid, prior to termination for non-payment of premium. Notice shall be deemed to have been given as of five days after the date of mailing.

**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**



Kevin Goulding, President



Rebecca L. Collins, Secretary

**Home Office**

Combined Insurance Company of America  
111 East Wacker Drive, Suite 700  
Chicago, IL 60601

**Administrative Office**

Combined Insurance Company of America  
17 Church Street  
Keene, NH 03431

## EXTENSION OF BENEFITS RIDER

**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 and the Accelerated Death Benefit for Long Term Care Rider apply to this Rider, except as modified herein

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

**EXTENSION OF BENEFIT:** This Rider extends the benefits provided by the Certificate and the Accelerated Death Benefit for Long Term Care Rider by increasing the Certificate's Death Benefit, subject to the terms and conditions defined herein.

**MONTHLY INCREASE IN DEATH BENEFIT:** We will increase the Death Benefit of the Certificate by the Monthly Accelerated Death Benefit Amount as defined in the Acceleration for Long Term Care Rider subject to our determination that all the following terms and conditions have been satisfied:

1. Benefits under this Rider remain in force; and,
2. We have received proof that the Insured is alive and continues to meet all the conditions on eligibility for payment of Long Term Care Benefits under the Accelerated Death Benefit for Long Term Care Rider; and,
3. There is no Remaining Accelerated Death Benefit available; and,
4. The Certificate shall not be eligible for any additional Monthly Increase in Death Benefit until the previous Monthly Increase in Death Benefit has been paid under the terms of the Accelerated Death Benefit for Long Term Care Rider; and,
5. The cumulative Monthly Increase in Death Benefit Amounts under this Rider will not exceed the Multiple of the Current Death Benefit of the Certificate determined as of the monthly Certificate date that the final monthly payment under the terms of the Accelerated Death Benefit for Long Term Care Rider was made. The Multiple is shown on the Certificate Schedule or Endorsement.

Subject to the terms and conditions above, the initial Monthly Increase in Death Benefit will be made on the monthly Certificate date that the final monthly Long Term Care payment is made under the terms of the Accelerated Death Benefit for Long Term Care Rider. Additional increases will be made on each monthly anniversary that the Remaining Accelerated Death Benefit Amount has been exhausted due to a payment of a Long Term Accelerated Death Benefit.

**INSURED:** Insured means the person who is the Insured under the Certificate.

**GUARANTEED RENEWABLE:** As long as You pay the premium on time and Benefits under this Rider are in force, it is renewable, subject to the Rider's terms. We can't change the terms of this Rider, but We can increase the premium. The current premiums are shown on the Certificate Schedule. Any change in premium will be made on the anniversary date of the Certificate. 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 60 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

**REINSTATEMENT FOR UNINTENTIONAL LAPSE:** If this Rider is canceled due to nonpayment of premium, the Certificateholder is entitled to have this rider reinstated if, within a period of not less than 5 months after the date of cancellation, the Certificateholder or any secondary addressee designated demonstrates that the failure to pay the premium when due was unintentional and due to the Certificateholder's cognitive impairment, loss of functional capacity, or continuous confinement in a hospital, skilled nursing facility, or assisted living facility for a period in excess of 60 days. Rider reinstatement shall be subject to payment of overdue premiums. The standard of proof of cognitive impairment or loss of functional capacity shall not be more stringent than the benefit eligibility criteria for cognitive impairment or the loss of functional capacity contained in this rider. If the rider becomes a claim during the 180-day period before the overdue premium is paid, the amount of the premium may be deducted in any settlement under this rider.

**EXTENSION OF BENEFITS RIDER**

*Continued from previous page.*

**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.

**RIDER TERMINATION:** This Rider terminates and is no longer in force on the earliest of the following events:

1. the date the certificate terminates; or
2. the date the entire death benefit amount of the certificate minus any death benefit advance and certificate debt has been paid under the Accelerated Death Benefit for Long Term Care Rider and the Insured no longer continues to meet all conditions of the Accelerated Death Benefit for Long Term Care Rider under the Limitations or Conditions on Eligibility for Benefits provision; or
3. the date the cumulative death benefit amount increases have been increased up to the total amount allowed under this rider; or
4. We receive Your request to terminate the Rider; or
5. the date premium for this rider ceases due to the Certificate becoming Paid Up; or
6. the date the Accelerated Death Benefit for Long Term Care Rider terminates.

**COMBINED INSURANCE COMPANY OF AMERICA**



Kevin Goulding, President



Rebecca L. Collins, Secretary

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