



Combined Insurance Company of America
111 East Wacker Drive, Suite 700
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1-800-544-9382

ACCELERATED DEATH BENEFIT
FOR LONG TERM CARE RIDER

The acceleration-of-life-insurance benefits offered under this Rider is intended to be a qualified long-term care rider as defined by the Internal Revenue Code of 1986, section 7702B(b). If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excluded from Your income and not subject to federal taxation. Tax laws relating to acceleration-of-life-insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive acceleration-of-life-insurance benefits excludable from income under federal law.

Receipt of accelerated death benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplemental 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 payment will affect You, Your spouse and Your family's eligibility for public assistance.

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.

NOTICE: 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 Us.

LIFE INSURANCE BENEFIT AMOUNTS WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID. The Accelerated Death Benefit or lien, if applicable, and the balance of the Insured's Life insurance benefit amount provided by the Certificate shall constitute full settlement on death of the Insured as provided under the Certificate.

CAUTION: The issuance of this long-term care insurance rider is issued to You based up on Your responses to the questions on Your enrollment form. A copy of Your enrollment form is attached to Your Certificate. If Your answers are incorrect or untrue, the Company may have the right to deny benefits or rescind Your coverage. 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 this address: please contact us at 111 East Wacker Drive, Suite 700, Chicago, IL 60601 or call 1-800-544-9382.

RIDER SCHEDULE

Rider Issue Date: September 1, 2023
Monthly Percentage of Life Insurance Benefit Amount: 4%
Elimination Period: 90 days

RIDER PROVISIONS

This Certificate Rider ("Rider") is attached to and forms part of the Group Voluntary Term Life and Accidental Death and Dismemberment Insurance Certificate ("Certificate").

This Rider is in force as of the Rider Effective Date. The Rider Effective Date is the latter of the Rider Issue Date or the day the Insured's coverage under the Policy begins.

This Rider was issued on the basis that the information provided by the Policyholder and any information provided by You is correct and complete.

This Rider is subject to all the terms, conditions, exclusions and limitations of the Certificate except as otherwise stated herein. No other Policy or Certificate provision or condition is changed in any way by this Rider. If the terms and provisions of this Rider are different from the Certificate, this Rider will govern.

DEFINITIONS

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

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

1. **Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower.
2. **Continence:** The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
3. **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
5. **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. **Transferring:** Sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair or by other means.

ADULT DAY CARE means a social and health-related services program provided during the day in a community group setting, for the purpose of supporting frail elderly, impaired elderly, or other disabled adults who can benefit from care in a group setting outside the Home.

ADULT DAY CARE FACILITY means a provider of Adult Day Care services, operated pursuant to the provisions of the Human Resources Code, Chapter 103 (concerning licensing and quality of care requirements in the provision of adult day care).

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;
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;
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;
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) tuberculosis;
 - (c) alcoholism;
 - (d) drug addiction;
 - (e) rehabilitation; or
 - (f) 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 means 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 means being certified by a Licensed Health Care Practitioner as:

1. Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living for a period of 90 days; or
2. having 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 Facility, 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; or
2. having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety.

The Elimination Period for this Rider is shown in the Certificate Schedule. The Elimination Period needs to be satisfied only once during the Insured's lifetime.

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

HOME HEALTH CARE AGENCY means a business which provides home health service and is licensed by the Texas Health and Human Services Commission.

HOME HEALTH CARE SERVICES means medical or nonmedical services provided to ill, disabled or infirm persons in their residences. Such services may include homemaker services, assistance with activities of daily living, respite care services, case management services, and maintenance or personal care services.

HOSPITAL means an institution which:

1. is licensed as a Hospital and is operating within the scope of its license;
2. is accredited as a Hospital by the Joint Commission on Accreditation of Health Care Organizations, or by the American Osteopathic Association;
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;
4. is under the supervision of a duly licensed Physician;
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:

1. Your Spouse; or
2. any of Your or Your Spouse's children, parents, grandparents, grandchildren, brothers, sisters, or their respective spouses.

INSURED means You or Your Spouse.

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 Insured's Immediate Family, or anyone who normally resides in the Insured's Home or residence.

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

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

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;
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;
3. It provides on a formal prearranged basis, a Registered Professional Nurse on duty or on call at all times;
4. It provides, on a formal prearranged basis, that a duly licensed Physician will be available in case of emergency;
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; tuberculosis; drug addiction; rehabilitation, or occupational therapy.

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

QUALIFIED LONG-TERM CARE INSURANCE CONTRACT means a long-term care insurance contract meeting the requirements as contained in Internal Revenue Code of 1986, section 7702B(b).

QUALIFIED LONG-TERM CARE SERVICES means as the term is defined in Internal Revenue Code of 1986, section 7702B(c).

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 Insured's Immediate Family, or anyone who normally resides in the Insured's Home or residence.

RIDER ISSUE DATE means the date the Rider is issued to the Policy and shown in the Rider Schedule.

RIDER MONTH is the period from the Rider Effective 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:

1. the Insured's short-term or long-term memory;
2. orientation as to person, place and time;
3. deductive or abstract reasoning; or
4. 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 means that the Insured cannot perform Activities of Daily Living without Substantial Human Assistance, even if the Insured uses some equipment.

CONDITIONS ON ELIGIBILITY FOR BENEFITS

We will pay You 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 Facility, 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 Ill;
4. the Insured satisfies the Elimination Period;
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 have been paid when due.

BENEFITS

LONG TERM CARE BENEFIT

You may elect to receive a portion of Your Life insurance benefit amount. 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 Facility or Assisted Living Facility, or be receiving Home Health Care 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.

MONTHLY ACCELERATED DEATH BENEFIT

You may request a Monthly Accelerated Death Benefit equal to 4% of the Insured's Life insurance benefit amount as of the first of the month following the date the Insured became eligible for this benefit. The payment will be based on 50% of the Insured's Life insurance benefit amount, up to \$175,000, less any benefits paid under the Accelerated Death Benefit for Terminal Illness. We will pay this benefit after We receive the required proof that the Insured has met the Conditions on Eligibility for Payment of Long Term Care Benefits. The benefit will be payable for each Rider Month while the Insured continues to meet the eligibility requirements, up to 25 months of payments. Benefit payments will be subject to the Remaining Accelerated Death Benefit Amount.

MAXIMUM REMAINING ACCELERATED DEATH BENEFIT AMOUNT

The Monthly Accelerated Death Benefit may not be larger than the Maximum Remaining Accelerated Death Benefit Amount. The Remaining Accelerated Death Benefit Amount equals:

1. the Insured's Life insurance benefit amount; less
2. any benefits paid under the Accelerated Death Benefit for Terminal Illness; less
3. the total of all previous Monthly Accelerated Death Benefit amounts paid to You for long term care benefits under this Rider.

The Insured's Life insurance benefit amount as used here does not include accidental death benefits.

WAIVER OF PREMIUM

While the Insured is eligible for and receiving the Monthly Accelerated Death Benefit, 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 Life insurance benefit amount 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 Life insurance benefit amount will further be reduced by any benefits paid under the Accelerated Death Benefit for Terminal Illness. If the Insured dies while the Certificate is in force, the remaining Life insurance benefit amount will be paid to You or the Beneficiary. No further payments under this Rider will be made to You.

ADJUSTED PREMIUMS DUE TO ACCELERATION

If the Insured later becomes ineligible for an Accelerated Death Benefit under this Rider and a Maximum Remaining Accelerated Death Benefit Amount is still available, We will reduce the premium due for the coverage and this Rider. The reduced premium equals (1) multiplied by (2):

1. the premium due on the coverage provided by the Certificate and the benefits for this Rider; and
2. the ratio of the Adjusted Death Benefit plus any benefits paid under the Accelerated Death Benefit for Terminal Illness to the current death benefit for the certificate.

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.

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.

LIMITATIONS AND EXCLUSIONS

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 benefit amount provided by the Certificate.

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

1. mental or nervous disorders; however, this shall not permit exclusion or limitation of benefits on the basis of Alzheimer's Disease;
2. alcoholism and drug addiction;
3. illness, treatment or medical conditions arising out of:
 - (a) war or act of war (whether declared or undeclared);
 - (b) participation in a felony, riot or insurrection;
 - (c) service in the armed forces or units auxiliary thereto;
 - (d) suicide (sane or insane), attempted suicide, or intentionally self-inflicted injury; or
 - (e) aviation activity as a non-fare paying passenger;
4. treatment provided in a government facility (unless otherwise required by law), services for which benefits are available under Medicare or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law, services provided by a member of the covered person's immediate family, and services for which no charge is normally made in the absence of insurance;
5. expenses for services or items available or paid under another long term care insurance or health insurance policy;
6. in the case of a qualified long term care contract, expenses for services or items to the extent that the expenses are reimbursable under Title XVIII of the Social Security Act or would be so reimbursable but for the application of a deductible or coinsurance amount; or
7. care or services received outside the United States or its territories.

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 Policy Number. If notice cannot reasonably be given within 30 days of a loss, You must send the notice as soon as reasonably possible.

CLAIM FORMS

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

WRITTEN PROOF OF LOSS

We will pay benefits under this Rider after We receive Written Proof of Loss satisfactory to Us. We must receive initial Written Proof of Loss within 90 days after expiration of the Elimination Period. If it is not reasonably possible to provide this information within such time, initial Written Proof of Loss must be submitted as soon as reasonably possible, but not later than one year from the time specified. We will require subsequent Written Proof of Loss satisfactory to Us to be submitted periodically while the Insured continues to be eligible to receive benefits under this Rider. Any such periodic Written Proof of Loss will not be required more frequently than once every 3 months.

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.

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. Upon payment of the Accelerated Death Benefit, You will be sent a statement (no less frequently than every 12 months) demonstrating the effect of the Rider benefit payment(s) on the Insured's Life insurance benefit amount.

DENIAL OF CLAIMS

If We deny a claim, We shall make available all information directly relating to such denial within 60 days of the date of Your written request, unless such disclosure is prohibited under state or federal law.

ADJUSTMENT OF THE DEATH BENEFIT

If Rider benefit payments are paid after the Insured has died, but before We receive notification of death, We will reduce the Insured's Life insurance benefit amount by the amount of these Rider benefit payments.

LEGAL ACTIONS

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

CONSENT FOR BENEFIT PAYMENT

We must obtain the consent of any irrevocable beneficiary or assignee of record before any Rider benefit is paid.

REINSTATEMENT FOR UNINTENTIONAL LAPSE

If this Rider is canceled due to nonpayment of premium, You are entitled to have this Rider reinstated if, within a period of not less than 5 months after the date of cancellation, You 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 or premiums may be deducted in any settlement under this Rider.

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.

DISCONTINUANCE AND REPLACEMENT

If coverage under the Policy and this Rider are being offered as a replacement of a previous group long-term care coverage, then all persons covered by the previous long-term care coverage will be offered coverage under this Rider.

The new coverage under this Rider:

1. shall not result in any exclusion for preexisting conditions that would have been covered under the Group Policy or Rider being replaced; and
2. shall not vary or otherwise depend on the individual's health or disability status, claim experience, or use of long-term care services.

CONTESTABILITY

Except for non-payment of premium, We will not contest this Rider after two years from the Rider Effective Date, or the effective date of reinstatement with respect to statements made in the application for reinstatement, if applicable.


TERMINATION OF COVERAGE PROVIDED BY THIS RIDER

Coverage provided by this Rider terminates at the earliest of:

1. when coverage provided by the Certificate terminates for any reason including Termination of Coverage Due to Acceleration;
2. the date You elect to terminate this Rider;
3. the date of the Insured's death; or
4. at the end of the 60 day grace period for an unpaid premium.

Notification of termination will be provided by first class United States mail, postage prepaid, to You and any other person designated by You at least 30 days 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.

For Combined Insurance Company of America



Richard L. Williams, Jr., President



Brandon Peene, Secretary