

Combined Insurance Company of America  
Administrative Office: 8750 W Bryn Mawr Ave, 9th Floor  
Chicago, IL 60631  
1-866-445-8874

## **ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER**

### **OUTLINE OF COVERAGE RIDER FORM NO. 37236TX**

Caution: The issuance of this Accelerated Death Benefit For Long Term Care 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, the Company 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: 8750 W Bryn Mawr Ave, 9th Floor, Chicago, IL 60631.

1. **RIDER DESIGNATION:** This Rider is a group Rider which has been issued in the state of Texas.
2. **PURPOSE OF OUTLINE OF COVERAGE:** This Outline of Coverage is designed to provide a very brief description of some of the important features of your Rider. This is not the insurance contract and only the actual policy provision will control the rights and obligations of the parties to it. The policy itself sets forth in detail those rights and obligations applicable to both you and your insurance company. It is very important, therefore, that you **READ YOUR POLICY OR CERTIFICATE CAREFULLY.**
3. **TERMS UNDER WHICH THE POLICY OR CERTIFICATE MAY BE RETURNED AND PREMIUM REFUNDED:**
  - a. You have the right to return this Rider within 30 days after You receive it, and We will refund any premium that You paid for the Rider, if after examination of the Rider You are not satisfied for any reason.
  - b. A pro-rata refund of any premium paid for this Rider beyond the death of the Insured, or termination of the Rider will be returned.
4. **MEDICARE SUPPLEMENT INSURANCE DISCLAIMER. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the insurance company.
  - a. Neither Combined Insurance Company of America nor its agents represent Medicare, the federal government, or any state government.
5. **LONG-TERM CARE COVERAGE.** Long-term care insurance is designed to provide coverage for necessary or medically necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home. Coverage is provided for the benefits outlined in paragraph (6) of this subsection. The benefits described in paragraph (6) of this subsection may be limited by the limitations and exclusions in paragraph (7) of this subsection.

6. BENEFITS PROVIDED BY THIS RIDER:

- a. Elimination Period: The number of days at the beginning of a period of care for which benefits are not payable under the Rider. The number of days in the Elimination Period for the Rider is 90. In order for a day to count as a day in the Elimination Period, the following requirements must be met:
  - i. the Insured is Chronically Ill; and
  - ii. charges have been incurred for the care and services of the Insured.
  
- b. FOR QUALIFIED CONFINED CARE OR QUALIFIED NON-CONFINED CARE: The Insured 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 75% of the Insured's Life insurance benefit amount, up to the lesser of the Insured's maximum Life insurance benefit amount available under the Policy or \$200,000, 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.
  
- c. CONDITIONS FOR DETERMINATION OF PAYMENT OF BENEFITS: Payment of benefits will be determined based on the Insured being Chronically Ill, having a level of disability similar to the Insured's ability to perform Activities of Daily Living; or being Cognitively Impaired, as defined in the Rider. Eligibility for the payment of benefits requires a deficiency in the ability to perform 2 Activities of Daily Living.

A Licensed Health Care Practitioner must certify that an Insured is unable to perform Activities of Daily Living for an expected period of at least 90 days due to a loss of functional capacity and the Insured is in claim status.

- d. DEFINITIONS: These are some of the important definitions that will help You understand the Conditions for Determination of Payment of Benefits. Please review the Rider for further information.

**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:

- 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.

**CHRONICALLY ILL** means being certified by a Licensed Health Care Practitioner as:

- i. Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living for a period of 90 days; or
- ii. 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.

7. LIMITATIONS AND EXCLUSIONS: This Rider may not limit coverage for care that is received or loss incurred as a result of:
- a. mental or nervous disorders; however, this shall not permit exclusion or limitation of benefits on the basis of Alzheimer's Disease;
  - b. alcoholism and drug addiction;
  - c. illness, treatment or medical conditions arising out of:
    - i. war or act of war (whether declared or undeclared);
    - ii. participation in a felony, riot or insurrection;
    - iii. service in the armed forces or units auxiliary thereto;
    - iv. suicide (sane or insane), attempted suicide, or intentionally self-inflicted injury; or
    - v. aviation activity as a non-fare paying passenger;
  - d. 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;
  - e. expenses for services or items available or paid under another long term care insurance or health insurance policy;
  - f. 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
  - g. care or services received outside the United States or its territories.

THIS RIDER MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM NEEDS.

8. RELATIONSHIP OF COST OF CARE AND BENEFITS: Because the costs of long term care services will likely increase over time, You should consider whether and how the benefits of this plan may be adjusted.
- a. This Rider is level and will not increase over time.
9. TERMS UNDER WHICH THIS RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED:
- a. RENEWABILITY: THIS POLICY (CERTIFICATE) IS CONDITIONALLY RENEWABLE.
  - b. WAIVER OF PREMIUM: For each month You receive benefits under the Rider, Your premium for the Certificate and all Riders will be waived.
10. ALZHEIMER'S DISEASE, OTHER ORGANIC BRAIN DISORDERS, AND BIOLOGICALLY BASED BRAIN DISEASES/SERIOUS MENTAL ILLNESS. This Rider provides coverage for insureds who meet the eligibility requirements explained above in paragraph 6 of this document because of a clinical diagnosis of Alzheimer's disease or related degenerative illnesses and illnesses involving dementia, or due to biologically based brain diseases/serious mental illnesses, including schizophrenia, paranoid and other psychotic disorders, bipolar disorders (mixed, manic, and depressive); major

depressive disorders (single episode or recurrent); and schizo-affective disorders (bipolar or depressive).

11. PREMIUM:

a. The total annual premium for this Rider is: \$0 of the calculated premium for life coverage.

12. TEXAS DEPARTMENT OF INSURANCE'S CONSUMER HELP LINE. An insurer shall include notification that the prospective insured may call the Texas Department of Insurance's Consumer Help Line at 1-800-252-3439 for agent, company, and any other insurance information, and 1-800-599-SHOP to order publications related to long-term care coverage, and the Texas Department of Aging at (1-800-252-9240 or current number if different) to receive counseling regarding the purchase of long-term care or other health care coverage.

13. DENIAL OF APPLICATION. If the application for this long term care insurance rider is denied, all premium paid for the Rider shall be returned within 30 days of the decision.

14. DISCLOSURE REGARDING FEDERAL TAX TREATMENT OF LONG-TERM CARE INSURANCE RIDER: This Rider is intended to be a qualified long-term care contract as defined by the Internal Revenue Code of 1986, §7702B(b). There may be tax consequences associated with the purchase of a qualified long-term care insurance contract, such as the tax deductibility of premiums and the exclusion from taxable income of benefits. The prospective insured is urged to consult with a qualified tax advisor.

15. ADDITIONAL FEATURES:

a. This Rider is issued or denied based on Your answers to questions on the enrollment form. Issuance of the Rider is contingent upon medical underwriting of the life insurance Certificate to which the Rider is attached.

b. 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.

c. IMPACT ON CERTIFICATE: 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. 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.