# ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER

There is no additional premium charge for this Rider.

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

#### IMPORTANT DISCLOSURES:

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

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

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

### **DEFINITIONS:**

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

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

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

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

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

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

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#### LIEN:

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

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

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

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

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

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

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

#### CONDITIONS:

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

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

## **CERTIFICATEHOLDER'S RIGHTS:**

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

#### TERMINATION:

This Rider will terminate on the earliest of:

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

COMBINED INSURANCE COMPANY OF AMERICA

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