

Congratulations on your purchase of life insurance through Chubb Workplace Benefits. Your coverage is brought to you by Combined Insurance Company of America, a Chubb company, providing valuable benefits to individuals for over 90 years. To help you understand your LifeTime Benefit Term Coverage, we have provided additional information below.

LifeTime Benefit Term Product Information

Based on the assumption that the current crediting interest rate (3.00 %) and mortality premium charges continue to age 100, the policy death benefit will remain unchanged through age 99 with no premiums due after age 100. However, credited interest rates could very well increase <u>above</u> the current rate (3.00 %), which will provide paid-up benefits of the death benefit earlier than projected at current interest rates.

The Death Benefit has guarantees to protect the coverage. If the interest rate decreases to the guaranteed rate (2%) and <u>never</u> recovers to the current credited interest rate (3.00 %), the death benefit will remain at 100% of the face amount to the later of age 70 or 25 years from issue. Therefore, and as a worse-case scenario, the death benefit can be no less than 50% of the original death benefit amount through age 121 with no premiums due after age 100.



Administrative Office: Po Box 506 Keene NH 03431-0506

# **BENEFICIARY CHANGE FORM**

Certificate Number:	1	Name of Insured:		
Name of Certificateholder(s)	Social Security o dashes)	r TIN No. (include	Daytime Tele	phone No.
Address	·			
City		State	Zip Code	
B. Beneficiary Changes. known	Please include the address	s and Social Securit	y Number of b	eneficiary(s), if
Change Beneficiary(i	ies).		<b>*</b>	
	e any and all prior beneficiary d (ies) under the above numbered		g settlément agr	eements, if any, ar
Primary Beneficiary(ies): below. Full Name (as it should appear on Company records)	For multiple beneficiaries, pay  M. Address (including City/St.)		_	ess otherwise state <u>Social Security #</u>
Contingent Beneficiary(ies below.  Full Name (as it should appear on Company records)	s): For multiple beneficiaries, p		_	
It is understood and agreed provisions.  C. Signatures.	that, unless otherwise directed	l, proceeds will be pai	id in accordance	e with the certific
Certificateholder's Signat	rure Date	Spouse (req. in community prop	perty states)	Date
BEN-01	Combined Insurance Company of	of America, a Chubb compa	any	CICA CS 5/18



# 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**

After the Contestability Period is completed, the Certificateholder may elect the amount of the Accelerated Death Benefit to be paid. 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 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 opinion, We reserve the right to make the final determination.

#### 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.

# **Benefit Premiums**

There are no separate premiums for benefits under this Rider.

Form No. 344304 Page 1 of 2

Below is a **sample illustration** of the effect of an Accelerated Death Benefit for Terminal Illness on a Certificateholder's Coverage. This illustration shows the effect on the face amount of a Certificateholder's Coverage before the Accelerated Death Benefit for Terminal Illness is elected, immediately after the election is made, and twelve months after the election is made. This illustration also assumes:

- 1. the Face Amount is \$10,000;
- 2. annual premiums are \$500.00;
- 3. a 25% Accelerated Death Benefit is elected; and
- 4. We are charging 7% simple interest on the lien.

#### Before Election is Made

Face Amount	\$10,000
Death Benefit Payable	\$10,000
Annual Premium	\$500.00

#### Accelerated Death Benefit Election

Face Amount	\$10,000
25% Election	\$2,500
less administrative fee	\$150
Benefit Payable	\$2,350

#### Immediately After Election is Made

Face Amount	\$10,000
Lien*	\$2,500
Death Benefit Payable	\$7,500
Annual Premium	\$500.00

<sup>\*</sup> Equal to the Accelerated Death Benefit

# 12 Months After Election is Made

Face Amount	\$10,000
Lien**	\$2,675
Death Benefit Payable	\$7,325
Annual Premium	\$500.00

<sup>\*\*</sup> Equal to the Accelerated Death Benefit plus 12 months of interest

#### **Acknowledgement**

I acknowledge that I have received and read the Accelerated Death Benefit Rider Summary and Disclosure Statement which was furnished to me prior to signing the enrollment form.

Signature of Certificateholder	Date	
Signature of Agent	Date	

Form No. 344304 Page 2 of 2

# Combined Insurance Company of America Administrative Office: P.O. Box 506, Keene, NH 03431

# DISCLOSURE UPON THE PURCHASE OF THE ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER WITH EXTENSION OF BENEFITS RIDER

This Disclosure 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.** 

If You have any questions or concerns about any benefits or provision of Your Accelerated Death Benefit for Long Term Care Rider, please contact Your agent or our Administrative Office at 1-855-241-9891.

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

Receipt of an Accelerated Benefit may affect the Certificateholder and the Certificateholder's 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. Certificateholders are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect his or her spouse and his or her family's eligibility for public assistance.

- 1. **Description of Benefit:** After our receipt of written proof acceptable to us that the Insured has met the Conditions on Eligibility for Payment of Long Term Care Benefits, the Certificateholder may choose to receive a portion of the Death Benefit while the Insured is still alive and while the Certificate and Rider are in force, until the entire Current Death Benefit provided by the Certificate has been paid out.
- 2. Conditions On Eligibility For Payment Of Long Term Care 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 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 a Chronically III 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.
- 3. **Definitions:** These are some of the important definitions that will help the Certificateholder understand the Conditions on Eligibility for Payment of Long Term Care Benefits. Please review the Rider for further information.

**Activities of Daily Living** means everyday activities. For the purposes of this Rider, each of the following six (6) activities is considered an Activity of Daily Living:

<u>Bathing</u>: 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.

<u>Continence:</u> 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).

<u>Dressing:</u> The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.

<u>Eating</u>: 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.

<u>Toileting</u>: The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.

<u>Transferring</u>: The Insured's ability to move into or out of a bed, chair or wheelchair.

Chronically III Individual means an Insured who has been certified by a Licensed Health Care Practitioner as:

- (a) 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 at least 90 days; or
- (b) the Insured has a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety.

**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:

(a) the Insured is Chronically III; and charges have been incurred for the care and services of the Insured.

**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. **Example**: Severe Cognitive Impairment resulting from Alzheimer's disease and similar forms of senility, senile dementia and irreversible dementia is covered under this Rider.

#### 4. 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.

**Limitations:** Rider benefits will not be paid for Confinement and Home Health Care /Adult Day Care simultaneously even if the Insured otherwise qualifies for both benefits. If the Insured qualifies for both benefits, will pay only one benefit, whichever is higher.

- 5. **Benefits Under Extension of Benefits Rider.** If the rider is inforce, 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;
  - 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.

6. **Benefits Under Restoration Rider:** If the Rider is inforce, when the Lifetime Benefit Term death benefit is reduced below the Restoration Face Amount by the Accelerated Death Benefit for Long Term Care Rider, this Rider restores the Lifetime Benefit Term death benefit up to the Restoration Face Amount while this Rider is in force.

Restoration Face Amount is defined as the Restoration Percentage multiplied by the Lifetime Benefit Term Face Amount. This amount will be reduced by the amount of any benefit payment under the Accelerated Death Benefit For Terminal Illness Rider. This amount will also be subject to the Maximum Restoration Face Amount.

The Restoration Percentage is shown on the Certificate Schedule Page.

- 7. **Premiums:** Premiums for this benefit vary by the Insured's Issue Age and Premium Class. Current premiums may be changed. Current Premiums are shown on the Certificate Schedule page. We will notify the Certificateholder at least 45 days before changing the Premium.
- 8. **Waiver Premiums:** While Acceleration Benefits are paid, premiums for the Coverage provided by the Certificate will be waived.
- 9. **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.

**Illustrative Example** of the effect of exercising the Accelerated Death Benefit option based on the Monthly Accelerated Death Benefit of \$1,000 that is shown on the Certificate Schedule:

	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**

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

- 10. **Exclusions:** Riders will not be paid for loss that results from:
  - an intentionally self-inflicted injury, or attempted suicide; or

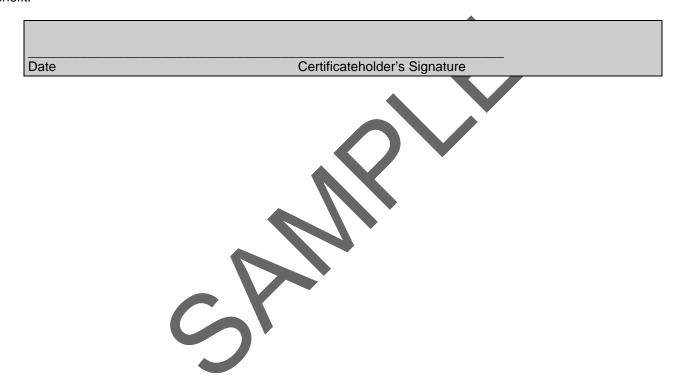
- war or any act of war, declared or undeclared, or service in the armed forces of any country; or
- treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency
  was sustained or acquired at the hands of a Physician or while under the treatment for an injury or
  sickness; or
- the Insured's commission of, or attempt to commit, a felony; or an injury that occurs because of the Insured's involvement in an illegal activity.

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.

#### Acknowledgment:

I acknowledge that I have read this Disclosure and understand that if I exercise the Accelerated Death Benefit, any Beneficiary I designate may receive either a reduced Death Benefit or no Death Benefit at all. If the entire Death Benefit is paid out as an Accelerated Death Benefit prior to the Insured's death, the Beneficiary I designate may receive no Death Benefit.



# Combined Insurance Company of America Administrative Office: 17 Church St., Keene, NH 03431 (855) 241-9891

# Things You Should Know Before You Buy Long Term Care Insurance

- A long term care insurance Rider may pay most of the costs for your care in a nursing home. Many Riders also pay for care at home or other community settings. Since Riders can vary in coverage, you should read this Rider and make sure you understand what it covers before you buy it.
- You should not buy this insurance Rider unless you can afford to pay the premiums every year.
   Remember that the company can increase premiums in the future.
- The personal worksheet includes questions designed to help you and the company determine whether this Rider is suitable for your needs.

#### Medicare

Medicare does not pay for most long term care.

#### Medicaid

- Medicaid will generally pay for long term care if you have very little income and few assets. You
  probably should not buy this Rider if you are now eligible for Medicaid.
- Many people become eligible for Medicaid after they have used up their own financial resources by paying for long term care services.
- When Medicaid pays your spouse's nursing home bills, you are allowed to keep your house and furniture, a living allowance, and some of your joint assets.
- Your choice of long term care services may be limited if you are receiving Medicaid. To learn more about Medicaid, contact your local or state Medicaid agency.

#### Shopper's Guide

 Make sure the insurance company or agent gives you a copy of a book called the National Association of Insurance Commissioners' "Shopper's Guide to Long Term Care Insurance". Read it carefully. If you have decided to apply for long term care insurance, you have the right to return the Rider within thirty (30) days and get back any premium you have paid if you are dissatisfied for any reason or choose not to purchase the Rider.

#### Counseling

 Free counseling and additional information about long term care insurance are available through your state's insurance counseling program. Contact your state insurance department or department on aging for more information about the senior health insurance counseling program in your state.

Form No. 345021 Page 1 of 1



#### 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: World Wildlife Fund, Inc.

Policy Number: YJL-LBT Policy Effective Date: July 1, 2023

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

Richard L. Williams, Jr., President

idan L. Willia

Brandon Peene, Secretary

**Home Office** 

Combined Insurance Company of America 111 East Wacker Drive, Suite 700 Chicago, IL 60601 Combined Insurance Company of America 17 Church Street Keene, NH 03431

**Administrative Office** 

Form No. C34544DC Page 1 of 13

Table of Contents	Page No.
Certificate Schedule	. 4
Definitions	6
Active Employee	. 6
Age	. 6
Beneficiary	. 6
Certificate, Certificate of Coverage	. 6
Certificateholder	. 6
Certificate Year	. 6
Coverage	. 6
Coverage Date	. 6
Date of Issue	. 6
Death Benefit	. 6
Deferred Paid-Up Term Death Benefit	. 6
Eligible Classes	. 6
Eligible Employee	. 6
Eligible Dependent	. 6
Evidence of Insurability	. 6
Expiry Date	. 6
Face Amount	
Initial Guaranteed Death Benefit	. 7
Initial Guaranteed Death Benefit Period	. 7
Insured	<b>7</b>
Irrevocable Beneficiary	7
Issue Age	. 7
Lapse	. 7
Issue Age Lapse Non-guaranteed Credits The Policy Policyholder	. 7
The Policy	. 7
Policyholder	. 7
Reduced Guaranteed Death Benefit	. /
Rider	. 7
Spouse	. 7
Vesting Period	. 7
We, Our, or Us	. 7
You or Your	. 7
Certificate of Coverage Provisions	. 7
The Policy Statements Are Not Warranties	. 7
Contestability	
Termination of Coverage on an Insured	. 8
Portability Privilege	. 8
Misstatement of Age	
Suicide Exclusion	
Certificateholder's Rights	
Assignment	. 8
Change of Certificateholder or Beneficiary	
Death of Beneficiary in Common Disaster	. 9
Legal Actions	. 9
Premiums	
Payment of Premiums	. 9
Grace Period	. 9
Non-Payment of Premium Options	. 9
Reinstatement	
Death Benefit	
Guaranteed Death Benefit	
Guaranteed Paid-Up Term Death Benefit	
Decreasing Term Death Benefit	. 10
Deferred Paid-Up Term Death Benefit	. 10

Form No. C34544DC Page 2 of 13

Table of Contents cont.	Page No.
One Year Term Insurance	. 11
Early Fully Paid-Up Coverage	. 11
Death Benefit Calculations	. 11
Payment of Proceeds	. 11
Death of Beneficiary, Multiple Beneficiaries	. 11
Facility of Payment	. 12
Coverage Values	. 12
Basis of Values	. 12
Certificate Schedule of Guaranteed Values	. 12

Any Riders, Endorsements, and enrollment data including a copy of the Enrollment Form for Coverage, follow Page 12



Form No. C34544DC Page 3 of 13

# CERTIFICATE SCHEDULE LIFETIME BENEFIT TERM INSURANCE

INSURED: FIRST NAME LAST NAME EXPIRY DATE: JUL 1, 2101

CERTIFICATEHOLDER: FIRST NAME LAST FACE AMOUNT: \$10,000

ISSUE AGE: NAME 43 GUARANTEED DEATH BENEFIT

TO AGE 70: \$10,000

RATE CLASS: FEMALE NON-TOBACCO

REDUCED GUARANTEED DEATH

DATE OF ISSUE: JUL 1, 2023 BENEFIT AFTER AGE 70: \$5,000

COVERAGE DATE: JUL 1, 2023 VESTING PERIOD: 10 YEARS

CERTIFICATE NUMBER: VC00######

BENEFICIARY: AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED

CURRENT: ANNUAL PREMIUM: \$138.56 PLANNED PERIODIC PREMIUM: \$11.55

PREMIUMS ARE PAYABLE TO AGE 100.

Form No. C34544DC Page 4 of 13

# CERTIFICATE SCHEDULE CONTINUED CERTIFICATE NUMBER: VC00###### RIDERS

BENEFIT	AMOUNT	ANNUAL PREMIUM	COVERAGE DATE	EXPIRY DATE
ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER CONFINEMENT PERCENTAGE HOME HEALTH OR ADULT DAY CARE PE ELIMINATION PERIOD: 90 DAYS	4% ERCENTAGE 4%	\$8.50	JUL 1, 2023	JUL 1, 2101
EXTENSION OF BENEFITS RIDER		\$17.36	JUL 1, 2023	JUL 01, 2101
Multiple of Current Death Benefit: 2				
RESTORATION RIDER RESTORATION PERCENTAGE MAXIMUM RESTORATION FACE AMO	DUNT	\$4.80 50% \$50,000	JUL 1, 2023	JUL 1, 2101
	N			

Form No. C34544DC Page 4a of 13

# CERTIFICATE SCHEDULE CONTINUED SCHEDULE OF GUARANTEED VALUES CERTIFICATE NUMBER: VC00#######

CERTIFICATE YEAR	ATTAINED AGE	ANNUAL PREMIUM (INCLUDES RIDERS)	DECREASING TERM DEATH BENEFIT**	PAID UP TERM DEATH BENEFIT**	GUARANTEED DEATH BENEFIT**
1	43	\$138.56	\$10,000	\$0	\$10,000
2	44	\$138.56	\$10,000	\$0	\$10,000
3	45	\$138.56	\$9,965	\$0	\$10,000
4	46	\$138.56	\$9,930	\$0	\$10,000
5	47	\$138.56	\$9,896	\$0	\$10,000
6	48	\$138.56	\$9,863	\$0	\$10,000
7	49	\$138.56	\$9,732	\$0	\$10,000
8	50	\$138.56	\$9,604	\$0	\$10,000
9	51	\$138.56	\$9,477	\$0	\$10,000
10	52	\$138.56	\$9,353	\$0	\$10,000
15	57	\$138.56	\$8,762	\$1,238	\$10,000
20	62	\$138.56	\$8,218	\$1,782	\$10,000
25	67	\$138.56	\$7,713	\$2,287	\$10,000
30	72	\$138.56	\$2,242	\$2,758	\$5,000
35	77	\$138.56	\$1,800	\$3,200	\$5,000
40	82	\$138.56	\$1,382	\$3,618	\$5,000
45	87	\$138.56	\$983	\$4,017	\$5,000
50	92	\$138.56	\$598	\$4,402	\$5,000
55	97	\$138.56	\$222	\$4,778	\$5,000
58-78	100-120	\$0.00	\$0	\$5,000	\$5,000

<sup>\*\*</sup>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 \$69.40. THE PREMIUM LOADS USED FOR CALCULATING THE PAID UP TERM DEATH BENEFIT IS 100 % FOR COVERAGE YEARS 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, 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.

Form No. C34544DC Page 5 of 13

#### **DEFINITIONS**

**Active Employee** means an employee who is actively at work for twenty (20) hours or more per week, 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 completed (0) days of employment as of the enrollment date.

**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.

**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.

Form No. C34544DC Page 6 of 13

**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 or the Eligible Employee's Domestic Partner or Civil Union Partner, as defined in the individual Certificates. He/she does not qualify as a Spouse, if he/she is individually eligible as an Eligible Employee 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.

# **Statements Are Not Warranties**

All statements made by or for the Insured in the enrollment are considered to be 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.

Form No. C34544DC Page 7 of 13

#### Contestability

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

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

# **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**

We will provide portability Coverage subject to these provisions.

Such Coverage will not be available for a Covered Person 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,

No portability Coverage will be provided if Your Coverage terminated due to failure to pay premium.

#### **Misstatement of Age**

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

#### **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 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.

Form No. C34544DC Page 8 of 13

#### **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.

Form No. C34544DC Page 9 of 13

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. The company 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

Form No. C34544DC Page 10 of 13

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, 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.

Form No. C34544DC Page 11 of 13

#### **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.

Form No. C34544DC Page 12 of 13

#### 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 the Contestability Period is completed, You may elect to have a portion of the Death Benefit accelerated. 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.

Form No. 34550 Page 1 of 2

# 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 the limit set by law, for processing an Accelerated Death Benefit for Terminal Illness. This fee will be deducted from any payment made.

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

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

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

#### **CONDITIONS:**

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

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

#### **CERTIFICATEHOLDER'S RIGHTS:**

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

# **TERMINATION:**

This Rider will terminate on the earliest of:

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

# **COMBINED INSURANCE COMPANY OF AMERICA**

Richard L. Williams, Jr., President

idan L. Willia

Brandon Peene, 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

Form No. 34550 Page 2 of 2

# ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

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

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

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

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

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

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

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

**LONG TERM CARE BENEFIT:** This Rider provides that You may elect to receive a portion of the Death Benefit provided by the Certificate and shown on the Certificate Schedule. You can make this election when the Insured becomes eligible for benefits. The Insured must be certified as Chronically III and be confined to a Nursing or 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 amend this Rider as indicated in the Tax Qualification Notice, or increase the premium. The current premiums are shown on the Certificate Schedule. Any change in premium will be made on a Coverage anniversary date. New premiums will be based on the Insured's age and Premium Class on the Rider's Coverage Date. We must notify You at least 45 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

Form No. 34553 Page 1 of 8

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

Form No. 34553 Page 2 of 8

**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 III Insured must occur at least once every 12 months.

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

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

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

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

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

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

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

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

Form No. 34553 Page 3 of 8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form No. 34553 Page 4 of 8

**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.

Form No. 34553 Page 5 of 8

**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 commission of, or attempt to commit, a felony; or an injury that occurs because of the Insured's involvement in an illegal activity.

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.

Form No. 34553 Page 6 of 8

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

#### **GENERAL PROVISIONS**

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

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

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

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

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

**RESOLUTION OF DISPUTES:** In the event that the Licensed Health Care Practitioner We choose provides an assessment of the Insured's condition that conflicts with the Insured's Licensed Health Care practitioner's assessment, the company Licensed Health Care Practitioner's opinion will not be binding on You. In case of disagreement between You and Us on whether an Insured qualifies for accelerated benefits under this Rider, You have a right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either You or Us. As part of the final decision, the arbitrator shall award the costs of arbitration to one party or the other or may divide the costs equally or otherwise.

**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.

Form No. 34553 Page 7 of 8

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

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

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

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

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

# COMBINED INSURANCE COMPANY OF AMERICA

Richard L. Williams, Jr., President

Brandon Peene, 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

Form No. 34553 Page 8 of 8

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

**REINSTATEMENT:** If satisfactory evidence of insurability is furnished to us with respect to the Insured, Benefits under this Rider may be reinstated upon reinstatement of the Certificate and the Accelerated Death Benefit for Long Term Care Rider. The reinstated Rider will only provide benefits for care or confinement that begins after the date of reinstatement.

Form No. 34554 Page 1 of 2

#### **EXTENSION OF BENEFITS RIDER**

Continued from previous page.

**CONTESTABILITY:** We will not contest this Rider after 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.

RIDER TERMINATION: This Rider terminates and is no longer inforce 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

Richard L. Williams, Jr., President

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Form No. 34554 Page 2 of 2

#### **RESTORATION 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.

**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.

#### **DEFINITIONS:**

**LIFETIME BENEFIT TERM FACE AMOUNT** is the death benefit, reduced by any lien, on which a benefit is first paid under the Accelerated Death Benefit for Long Term Care Rider.

MAXIMUM RESTORATION FACE AMOUNT is shown on the Certificate Schedule page.

**RESTORATION FACE AMOUNT** is the Restoration Percentage multiplied by the Lifetime Benefit Term Face Amount. This amount will be reduced by the amount of any benefit payment under the Accelerated Death Benefit for Terminal Illness Rider. This amount will also be subject to the Maximum Restoration Face Amount. **RESTORATION PERCENTAGE** is shown on the Certificate Schedule Page.

**BENEFIT**: When the Lifetime Benefit Term death benefit is reduced below the Restoration Face Amount by the Accelerated Death Benefit for Long Term Care Rider, this Rider restores the Lifetime Benefit Term death benefit up to the Restoration Face Amount while this Rider is in force.

Benefits paid or payable under the Extension of Benefits Rider will not be restored.

**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. The current premiums are shown on the Certificate Schedule Page. 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.

**PREMIUM**: The premium for this Rider will be payable when premium for the Lifetime Benefit Term Certificate are payable. The premium for this Rider will be waived while benefits are being paid under the Accelerated Death Benefit for Long Term Care Rider. If the Lifetime Benefit Term Certificate becomes paid up, this Rider will also become paid up.

**REINSTATEMENT**: If this Rider lapses, it may be reinstated if the Certificate and Accelerated Death Benefit for Long Term Care Rider is reinstated, subject to our approval.

**CONTESTABILITY:** Except for non-payment of premium, We will not contest this Rider after two years from the Date of Issue of this Rider, except for fraudulent misrepresentation in the application.

We will not contest this rider after two years from 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:

Form No. 34559 Page 1 of 2

- 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. The date that the Accelerated Death Benefit for Long Term Care Rider terminates, except that the Benefit under this Rider continues following the termination of this Rider if it terminates due to exhaustion of benefits.

**CANCELLATION OF THIS RIDER:** This Rider may be cancelled by a written request. 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**

Richard L. Williams, Jr., President

Ridal L. Willia

Home Office

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

BI MR

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

Form No. 34559 Page 2 of 2

#### LIFETIME BENEFIT TERM CERTIFICATE OF COVERAGE

#### **COMBINED INSURANCE COMPANY OF AMERICA**

#### **Home Office**

111 East Wacker Drive, Suite 700 Chicago, IL 60601

#### **Administrative Office**

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



Form No. C34544DC Page 13 of 13

#### COMBINED INSURANCE COMPANY OF AMERICA

111 East Wacker Drive • Suite 700 Chicago, Illinois 60601

## SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND CONSUMER PROTECTION

#### **General Purposes**

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

#### Coverage

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code § 31-5401 et seq.), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

#### **Coverage Limitations**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- With respect to any one life, regardless of the number of policies, contracts, or certificates:
  - \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;

- \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
- \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
- \$300,000 for long-term care insurance benefits;
- \$300,000 for disability insurance benefits;
- \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
- \$100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical and surgical insurance or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

#### **Exclusions Examples**

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a
  mandatory state pooling plan, a mutual assessment company, an insurance exchange, a
  non-profit hospital or medical service organization, a health maintenance organization,
  or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contacts.

#### **Consumer Protection**

To learn more about the above referenced protections, please visit the Guaranty Association's website at <a href="www.dclifcga.org">www.dclifcga.org</a>. Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

District of Columbia
Department of Insurance, Securities
and Banking
1050 First Street, N.E., Suite 801
Washington, DC 20002
(202) 727-8000

District of Columbia
Life and Health Guaranty
Association
6210 Guardian Gateway, Suite 195
Aberdeen Proving Ground
Maryland 21005
(410) 248-0470

Pursuant to the Act (D.C. Official Code § 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on the insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any rights established in any policy or contract or under the Act.



## Combined Insurance Company of America U.S. Privacy Notice

### FACT<u>S</u>

## WHAT DOES COMBINED INSURANCE COMPANY OF AMERICA DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and payment history
- insurance claim history and medical information
- account transactions and credit scores

When you are no longer our customer, we continue to share information about you as described in this notice.

#### How?

All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons Combined chooses to share; and whether you can limit this sharing.

Reasons we can share your personal inforamtion	Does Combined Share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies —	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

## To limit our sharing

å Call 1-800-225-4500 — our menu will prompt you through your choices

#### Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

#### **Questions?**

Call 1-800-225-4500 or go to www.combinedinsurance.com

801026-15 Rev. 6/15

What we do	
How does Combined protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.
How does Combined collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>apply for insurance or pay insurance premiums</li> <li>file an insurance claim or provide account information</li> <li>give us your contact information</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</li> </ul>
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates include the Combined Life Insurance Company of New York, and other financial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • Nonaffiliates we share with can include insurance companies and direct marketing companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.      Our joint marketing partners include categories of companies such as insurance companies.

801026-15 Rev. 6/15

#### Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA only: Under state law, you have the right to see the personal information about you that we have on file. To see your information, write Combined Insurance, Attention: Privacy Officer, PO Box 6705, Scranton, PA 18505-0705. Combined may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is wrong, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

**For California Residents Only:** Your state law requires financial institutions to obtain your consent prior to sharing information about you with non-affiliated third parties while you are resident of California.

For Nevada Residents Only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-225-4500, emailing us at combinedinsurance.com, or writing to Combined Insurance, Attention: Privacy Officer, PO Box 6705, Scranton, PA 18505-0705. You are being provided this notice under Nevada state law. In addition to contacting Combined, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont Residents Only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

801026-15 Rev. 6/15



#### **Combined Insurance Company of America**

#### **Notice of Privacy Practices**

# THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION PLEASE REVIEW IT CAREFULLY

Effective Date of Notice 12/31/2018

Required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### A. Your Privacy is Important

As a valued Combined customer, we are committed to maintaining the privacy of your health information. In conducting our business, we create and receive records regarding you and any services we provide to you. By federal law\* we are required to maintain the confidentiality of any health information that identifies you. This law and this notice only apply to Medicare Supplement insurance, Long-Term Care insurance, vision, and certain other accident and health coverages pursuant to HIPAA. You are receiving this notice because you have at least one of these insurance policies with Combined.

We are committed to retaining your trust and keeping your personal information private.

For the types of insurance coverages mentioned in the first paragraph, we are required by HIPAA to provide you with this notice to explain our legal duties and privacy practices regarding your health information. You also have the right to request a copy of this notice at any time. Should any applicable law provide protections that are more favorable to protecting your privacy than the requirements of this federal law, we will use the more favorable law's requirements to protect your health information. We are required to abide by the terms of this notice. However, we reserve the right to change our privacy practices at any time. If we do, we will send you a revised notice with the changes. Any changes to this notice would naturally be effective for all your health information.

\*The federal law mentioned above is the Healt Musurance Portability and Accountability Act (HIPAA).

- B. How We May Use and Disclose Your Health Information Your Authorization Except as outlined below, we will not use or disclose your health information unless you have signed a form authorizing such use or disclosure. At any time, you have the right to revoke in writing that authorization. However, under law, we may have the right to contest a claim under a policy or even the policy itself. As such, your revocation will not be allowed when either the issuance of the policy or a claim for benefits is involved. In addition, if Combined has taken action relying on your authorization, your ability to later revoke your authorization will be limited.
- 1. For Your Treatment Combined may use or disclose your health information to others so that you may be treated or cared for by a medical provider. Your physicians, therapists, spouse, children and parents are examples of individuals to whom we may disclose your health information.
- 2. For Payment Purposes For example, Combined may use or disclose your health information in order to pay you for health or medical services and items you may receive. Or, we may contact a doctor or hospital to certify the specifics of a treatment that was performed. We may also use or disclose your health information to a third party, such as a family member, who may be responsible for making or receiving payments on your behalf
- 3. For Our Operations Combined may use and disclose your health information in order to operate our business, including

- the underwriting of an application. Examples: Our customer service representative may use or disclose your information in order to respond to your service request. Or, an auditor may review your health information as part of a routine quality check.
- 4. To Assist You Or Others Responsible For Your Care At our option, Combined may use or disclose your health information in order to contact and remind you about health care appointments, doctor visits or perhaps deliveries. We may also choose to inform you about health related products or services that might be of interest to you. If you are available and do not object, we may disclose information to a member of your family, a friend, or other person who is involved in your health care or the payment of a claim. If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure is in your best interest, we may share limited information with such persons. For example, we may use our professional judgment to disclose your health information to your spouse concerning the processing of a claim. We may also disclose information to a disaster relief organization in order for the organization to communicate with a family member or other person involved in your care.

**5. Other Uses and Disclosures** – Unless otherwise prohibited by law, we may make certain other uses and disclosures of your health information without your authorization.

#### We may use or disclose your health information:

- to the extent required to comply with the law. For example, we may be required to disclose your health information to
- respond to a court order;
- to public health activities, such as reporting of disease, injury, birth, death, and for public health investigations;
- to the proper authorities as provided by law if we suspect child abuse or neglect or domestic violence, or if we believe you to be a victim of abuse, neglect, or domestic violence;
- if authorized by law to a government oversight agency (for example, a state insurance department) conducting audits, investigations, civil or criminal proceedings;
- in the course of a judicial or administrative proceeding (for example, in response to a subpoena or discovery request);
- to the proper authorities for law enforcement purposes;
- to coroners, medical examiners, or funeral directors, consistent with applicable law:
- for purposes associated with organ, eye or tissue donation or transplantation;
- for research purposes, but only as permitted by law;
- to avert a serious threat to health or safety;
- if you are a member of the military as required by armed forces
- services, and we may disclose your health information for other specialized governmental functions such as national security or intelligence activities;
- to workers' compensation agencies for your workers' compensation benefit determination;
- if required by law, disclose your health information to the Secretary of the Department of Health and Human Services
- · for enforcement of federal law; and
- for any other purpose required by law.

#### C. Your Rights To Your Health Information.

You certainly have rights regarding the health information we maintain about you. *Please read the following carefully so that you are fully aware of those rights.* 

#### 1. You Can Request Confidential Communications From Us -

You can ask us to communicate with you in a particular manner or at a certain location. For example, you may ask that we communicate with you at work rather than at home. Or that we contact you only by phone and not by mail. We are required to accommodate reasonable requests if you inform us that the disclosure of all or part of your health information could place you in danger. Requests for confidential communications must be in writing, signed by you or your representative, and sent to our offices at the address provided at the end of this notice.

2. You Can Request Use and Disclose Restrictions – You can request that we restrict our use and disclosure of your health information relating to payment of benefits or our business operations. You also have the right to request limited disclosure of health information to individuals involved in your health care or payment for your care such as family members, friends, and limited uses and disclosures for disaster relief purposes.

Your written request for this restriction must describe in detail the restriction(s) you are requesting. We are not *required* to agree to your request but will attempt to accommodate when appropriate. We retain the right to terminate any agreed restriction. In the event of a

termination by us, we will notify you of such termination. You also have the right to terminate any agreed upon restriction by writing to us at the address provided at the end of this notice.

**3.** You Have The Right To Inspect and Have Copies Of Your Health Information – You can review or get copies of certain health information that we maintain about you. Request Forms are available by writing to the address at the end of this notice. We may charge you a fee for the costs of copying, mailing and the labor and supplies associated with your written request.

#### 4. You May Request an Amendment to Your Health Information

- If you believe that the health information we have is incorrect or incomplete, you have the right to request that we amend the information. We are not obligated to make all requested amendments but will give each request careful consideration. All amendment requests must be in writing, signed by you or your representative, and must state the reasons for the requested amendment.

#### 5. You Can Request To Have An Accounting of Any Disclosures

- If Combined makes your health information available to others; you may request a list or an "accounting of disclosures" from us. Examples of disclosures that we are required to account for include those to state insurance departments, disclosure required by a court of law (such as a court order or a subpoena), or for law enforcement purposes. We are not required to keep an accounting of disclosures made to underwrite an insurance application from you, for resolution of a claim for benefits, or those disclosures made as a result of a written authorization from you. Requests must be in writing and must holude the stated period you wish disclosed. The time period requested cannot be for longer than six years and may not include dates before April 14, 2003 (date when this law takes effect). The first st you request within a twelve-month period is free of charge but we are permitted to charge for any additional list requests during that same period. Should you submit an additional list request, Combined will advise you of any costs and permit you to withdraw your request before incurring any charges.

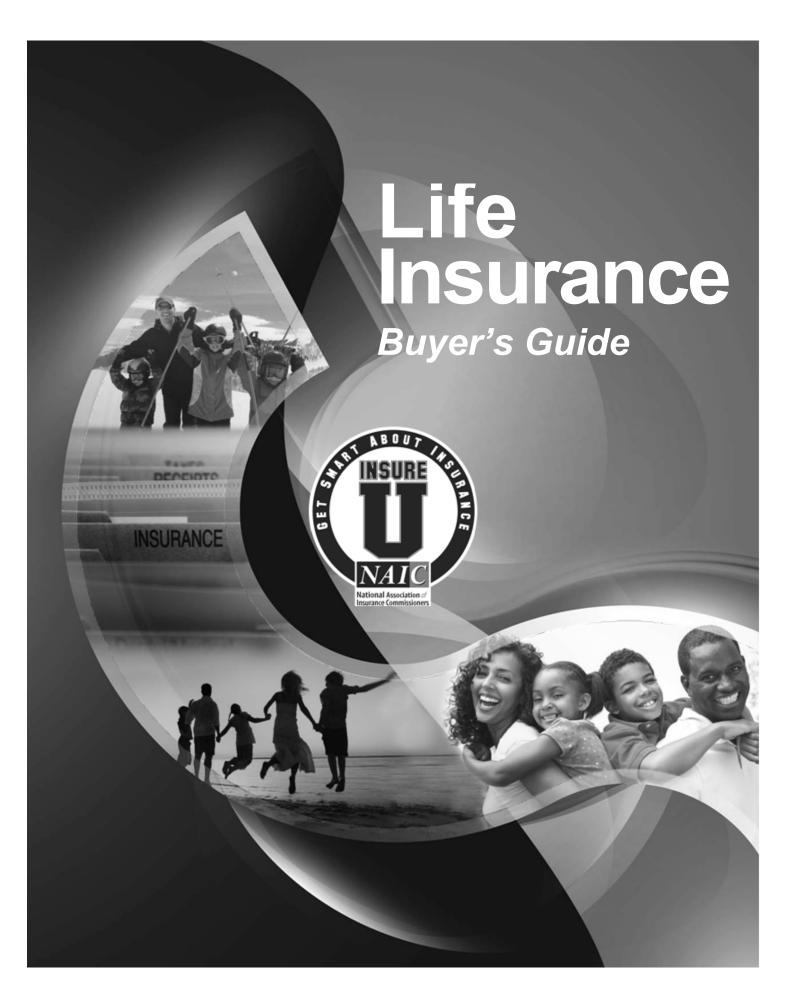
- **6. You Have A Right To A Paper Copy Of This Notice** At any time by contacting us at the address or telephone number below.
- **7. You Have The Right To File A Complaint** If you believe your privacy rights have been violated, you may file a complaint with us at the address below. You may also file a complaint with the U.S. Secretary of Health and Human Services in Washington, DC. All complaints must be submitted in writing. There can be no retaliation for filing a complaint.

#### To Contact Us In Writing

Send your letter to: Combined Insurance Company of America Attention: HIPAA Privacy Office P.O. Box 6705 Scranton, PA 18505-0705

#### To Contact Us If You Want More Information

Call our Toll Free Customer Service number and select the **HIPAA** option when prompted. 1-800-225-4500





## Buyer's Guide

### Prepared by the National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy

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## Life Insurance Buyer's Guide

### Before You Buy LifeInsurance

#### **Understand What Life Insurance Is Life**

insurance pays a death benefit if you die while the policy is in effect, in exchange for premiums you pay before your death. You can use the death benefit to protect against financial hardships such as loss of your income, funeral expenses, medical or nursing care expenses, debt repayments, and child care costs after your death. You can get information from the NAIC InsureU Life Insurance website -- www.insureuonline.org/insureu type life.htm

## If YouNeed Life Insurance, Decide How Much Coverage to Buy

How much life insurance to buy depends on the financial needs that will continue after your death. Examples include supporting your family, paying for child(ren)'s education, and paying off a mortgage Some questions you may want to ask about your own needs include:

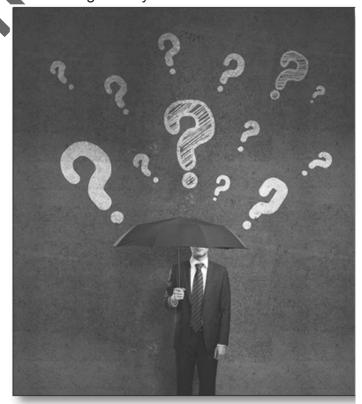
- Does anyone depend on me financially
- How much of the family income do I provide?
- How will my family pay my final expenses and repay debts after my death?
- Do I want to leave money to charity or family?
- If I have life insurance through my employer, is it enough to meet my financial obligations?

The answers to these questions can help you decide how much coverage you need. An insurance agent, financial advisor, or insurance company representative can help you evaluate your insurance needs and give you information about available policies.

### If You Already Have Life Insurance, Assess Your Current Life Insurance Policy

It's important to compare your current policy with any new policy you might buy. Keep in mind that you may be able to change your current policy to get benefits you want. Also, know that any changes in your health may impact your ability to get a new policy or the premium you'll pay. Don't cancel your current policy until you get the new one.

Also, while you may have free or low-cost life insurance through your employer, the death benefit usually is less than you need. And if you leave the employer, you may not be able to take this coverage with you.





#### Compare the Different Types of Insurance **Policies**

There are many types of life insurance policies. You should choose a policy with features that fit your individual needs. Some things to consider are:

 Term Insurance vs. Cash Value Insurance. Term insurance is intended to provide lower-cost coverage for a specific period of time ("a term"). If you want coverage for a longer period of time, such as for your lifetime, cash value insurance may be more cos effective. Most term policies don't build up cash values that you can use in the future



- Renewable Term vs. Non-renewable **Term.** Most term life insurance coverage can be continued ("renewed") at the end of the term, even if your health has changed. If you renew a term policy, the new premiums are higher. Ask what the premiums will be before you renew the policy. Also ask if you'll lose the right to renew the policy at a certain age. Non-renewable term policy can't be continued. You'll have to apply for a new policy if you still want coverage.
- Whole Life vs. Universal Life. Whole life and universal life insurance are two types of cash value insurance. A key difference between the two is how you pay for the coverage. You typically pay premiums for whole life insurance according to a set schedule. In a universal life policy, you can choose a flexible premium payment pattern as long as you pay enough to keep your policy in force.
- Variable Life vs. Non-variable Life. The investments you will choose (such as stock and bond funds) in a variable life policy directly impact your cash value. These policies have the greatest potential to build cash value but also the greatest risk of losing cash value. Non-variable life policies often have guaranteed minimums for some features (interest or cash value, for example) but not all. Non-variable life policies also have less potential to build cash value than variable life policies.

## Life Insurance Buyer's Guide

## Be Sure You Can Afford the Premium

Before you buy a life insurance policy, be sure you can pay the premiums. Can you afford the initial premium? If the premium increases later, will you still be able to afford it? The premiums for many life insurance policies are sensitive to changes in the company's investment earnings, claims costs, and other expenses. If those are worse than expected, you may have to pay a much higher premium. Ask what might be the highest premium you'd have to pay to keep your coverage.

### **Understand the Application Process**

You can apply for life insurance through life insurance agents, the mail, and online. In addition to basic information, such as your name, address, employer, job title, and date of birth, you'll be asked for more personal information. Depending on the type of policy, the insurer may require you to see a doctor, answer health-related questions, or have a medical professional come to your home or office to assess your health. Usually a policy that doesn't require detailed health information will cost more and provide less coverage than one that does.

It's important to tell the truth on the application. The insurance company will check your answers so review the application before you sign. If the insurance company discovers false statements on your application after it issues your policy, it could reduce or cancel your coverage.

### Choose a Beneficiary

A beneficiary is the person(s) or organization(s) you name to receive your life insurance policy's death benefit. You'll need to know the Social Security or tax identification number for all beneficiaries. Experts advise you not to name a minor child as a beneficiary. Insurance companies won't pay a minor. Instead, consider leaving the money to your estate or trust

### Evaluate the Future of Your Policy

Does your policy have a cash value? In some cash value policies, the values are low in the early years but build later on. In other policies the values build up gradually over the years. Most term policies have no cash value. Ask your insurance agent, financial advisor, or an insurance company representative for an illustration showing future values and benefits





### After You Buy Life Insurance

### Read Your Policy Carefully

After you carefully read your policy, you should be able to answer the following important questions:

- Is your personal information correct?
- Do premiums or policy values vary from year to
- What part of the premium or policy value isn't guaranteed?
- How will the timing of money paid and received affect any interest the policy might earn?

Your insurance agent, financial advisor, or an insurance company representative can help you understand anything that isn't clear.

If you're not satisfied with your new policy, you can return it for a full refund within a certain period, usually 10 days after you receive it. The review period usually is stated on the first page of the policy.

### Review Your Life Insurance **Program Every Few Years**

Review your policy with your insurance agent, financial advisor, or an insurance company representative every few years to keep up with changes in your policy and your needs.

- Have the premiums or benefits changed since your policy was issued?
- Do the death benefits still meet your needs?
- Do you need more or less coverage after life events, such as birth, adoption, marriage, job change, death, or divorce?

The insurance company can provide policy statements and illustrations to help with this review. As the policy owner, you can change beneficiaries at no cost. Be sure to review your beneficiaries every few years, especially after major life events that affect your life insurance needs.



# Life Insurance Buyer's Guide

Notes		
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