

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

## ACCELERATED DEATH BENEFIT FOR LONG TERM CARE WITH RESTORATION OF BENEFITS AND EXTENSION OF BENEFITS RIDER

**TAX QUALIFICATION NOTICE:** This contract for long term care rider is not intended to be a federally qualified long term care insurance contract. This rider is 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. If you refuse such an amendment, it must be by giving us written notice, and your refusal may result in adverse tax consequences. Whether any tax liability may be incurred when benefits are paid under this rider could depend on whether you are also the insured and how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. As with any tax matter, you and any other recipient of this benefit should each consult a tax advisor to evaluate any tax impact of this benefit.

Receipt of an accelerated death benefit **MAY AFFECT MEDICAID** and **SUPPLEMENTAL SECURITY INCOME ("SSI")** eligibility. Without exercising this option, the mere fact that this Accelerated Death Benefit for Long Term Care with Restoration of Benefits and Extension of Benefits Rider is part of the certificate will not in and of itself affect the eligibility for these government programs. However, exercising this option before you apply for these programs, or when you are receiving government benefits, may affect your continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office for more information.

**THIS RIDER IS AN APPROVED LONG TERM CARE INSURANCE RIDER UNDER CALIFORNIA LAW AND REGULATIONS. HOWEVER, THE BENEFITS PAYABLE BY THIS RIDER WILL NOT QUALIFY FOR MEDI-CAL ASSET PROTECTION UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE.**

**FOR INFORMATION ABOUT POLICIES AND CERTIFICATES QUALIFYING UNDER THE CALIFORNIA PARTNERSHIP FOR LONG-TERM CARE, CALL THE HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM AT THE TOLL-FREE NUMBER, 1 (800) 434-0222.**

**NOTICE TO BUYER:** This rider may not cover all of the costs associated with long term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all rider limitations.

This rider is issued in consideration of the rider premium and the written request for this rider. This rider is attached to and made a part of the certificate as of the rider effective date. All definitions, exclusions, limitations, terms, conditions, and provisions of the policy and certificate apply to this rider. The policy determines governing contractual provisions. If there is a conflict between this rider and the policy or certificate, the policy and any attached policy riders will control.

This rider does not have a cash value or loan value.

### RENEWABILITY

This rider is renewable for the life of the certificate to which it is attached, provided that the certificate remains in force. The premiums quoted at issue of this rider will not be changed.

### TERMS UNDER WHICH THE RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED

Coverage under the rider will continue in force as long as premiums are paid on time, subject to the Termination provision.

If coverage ends pursuant to the Termination provision, you have the right to continue coverage, including any riders attached, under a group whole life trust policy, called the Portability Policy. Review the Portability Privilege provision in the certificate.

## DEFINITIONS

**Activities of daily living (ADLs)** mean activities used to measure the insured's impairment due to being chronically ill. ADLs are any of the following:

- **Ambulating** means walking or moving around inside or outside the home regardless of the use of a cane, crutches, or braces.
- **Bathing** means washing oneself by sponge bath; or in either a tub or shower, including the act of getting into and out of the tub or shower.
- **Continence** means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- **Dressing** means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- **Eating** means feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
- **Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Transferring** means the ability to move into or out of a bed, chair, or wheelchair.

**Adult day care** means a medical or nonmedical care on a less than 24-hour basis, provided in a licensed facility outside the residence, for persons in need of personal services, supervision, protection, or assistance in sustaining daily needs, including eating, bathing, dressing, ambulating, transferring, toileting, and taking medications.

**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).

**Chronically ill** means the insured has been certified by a licensed health care practitioner within the preceding 12 month period as:

- being unable to perform, without substantial assistance from another individual, at least 2 ADLs for a period of at least 90 days due to a loss of functional capacity; or
- requiring substantial supervision to protect oneself from threats to health and safety due to severe cognitive impairment.

**Confined or confinement** means admitted as an inpatient in a residential care facility or nursing care facility for which a room and board charge is made by the facility. It does not include confinement for an observation room or a fractional part of a day.

**Day** means a 24-hour period which begins and ends at 12:01 a.m.

**Death benefit amount** means the death benefit amount of the certificate. This does not include the death benefit for any riders that may be attached to the certificate.

**Elimination period** means the number of days at the beginning of a period of care for which benefits are not payable under this rider. The number of days in the elimination period for this rider is 90. In order for a day to count as a day in the elimination period, the following requirements must be met:

- the insured must be chronically ill; and
- charges must be incurred for the qualified long term care services of the insured.

**Hands-on assistance** means the physical assistance of another person without which the insured would be unable to perform an ADL.

**Home** means:

- the insured's private residence;
- a residential care facility;
- a rest home;
- a boarding home;
- a home for the aged;
- a community living center; or
- a place that provides domiciliary or retirement care.

A home does not include a nursing care facility, a hospital, or a hospice care facility.

## DEFINITIONS (continued)

**Home health care** means skilled nursing or other professional services in the residence, including, but not limited to, part-time and intermittent skilled nursing services, home health aide services, physical therapy, occupational therapy, or speech therapy and audiology services, and medical social services by a social worker.

**Homemaker services** mean assistance with activities necessary to or consistent with the insured's ability to remain in the insured's residence that is provided by a skilled or unskilled person under a plan of care developed by a physician or a multidisciplinary team under medical direction.

**Hospice services** mean outpatient services not paid by Medicare, that are designed to provide palliative care, alleviate the physical, emotional, social, and spiritual discomforts of an individual who is experiencing the last phases of life due to the existence of a terminal disease, and to provide supportive care to the primary care giver and the family. Care may be provided by a skilled or unskilled person under a plan of care developed by a physician or a multidisciplinary team under medical direction.

**Inpatient** means an insured who is a resident patient using the room and board facilities of a residential care facility or nursing care facility.

**Licensed health care practitioner** means a physician or any registered professional nurse, licensed social worker, or other individual who meets such requirements as described by the Secretary of the Treasury. A licensed health care practitioner must not be an immediate family member by blood, marriage, or adoption.

**Monthly benefit period** means the time period upon which benefit payments are based.

The first monthly benefit period during a period of care begins the day after the elimination period is satisfied and ends on the day before the next monthly date. Each subsequent monthly benefit period begins on the monthly date after the last monthly benefit period ended and ends on the day before the next monthly date. Each day in a period of care after the elimination period is satisfied applies to one monthly benefit period only.

**Nursing care facility** means a facility that meets all of the following standards:

- it is licensed by the state in which it is located;
- it is a separate facility, or a distinct part of another facility physically separated from the rest of such facility;
- it provides confined nursing care to individuals who are not able to care for themselves and who require recurring or continuous skilled nursing care and supportive care;
- its primary function is to provide nursing care and room and board. The facility charges for these services. The care must be performed under the direction of a licensed physician, RN, or LPN; and
- it is not, other than incidentally, a hospital, or a place mainly for the treatment of alcoholism, mental illness, or drug abuse.

**Period of care** means the period that begins on the first day the insured incurs a charge for qualified long term care services covered under this rider. It ends when, for a period of 180 consecutive days, the insured has not:

- received qualified long term care services covered under this rider; or
- been chronically ill.

**Personal care** means assistance with ADLs, including the instrumental ADLs, provided by a skilled or unskilled person under a plan of care developed by a physician or a multidisciplinary team under medical direction. Instrumental ADLs include using the telephone, managing medications, moving about outside, shopping for essentials, preparing meals, laundry, and light housekeeping.

**Plan of care** means a written individualized plan of care or services prepared by a licensed health care practitioner that specifies:

- the type and frequency of all care or services required;
- the care or service provider; and
- the cost of care or services.

## DEFINITIONS *(continued)*

**Pre-existing condition** means a condition, including a condition not diagnosed or identified, for which:

- symptoms existed within 6 months before the rider effective date; or
- medical advice or treatment was recommended by or received from a physician or other member of the medical profession within 6 months before the rider effective date.

**Qualified confined care services** mean necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which are required by a chronically ill individual and are provided in a residential care facility or nursing care facility pursuant to a plan of care prescribed by a licensed health care practitioner. Qualified confined care services include per diem expenses and the costs of ancillary supplies and services.

**Qualified long term care services** mean qualified confined care services and qualified non-confined care services.

**Qualified non-confined care services** mean necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which are required by a chronically ill individual and are provided by means of home health care, adult day care, personal care, homemaker services, hospice services, or respite care pursuant to a plan of care prescribed by a licensed health care practitioner.

**Residential care facility** means a facility licensed as a residential care facility for the elderly or a residential care facility as defined in the California Health and Safety Code. Outside California, eligible providers are facilities that meet applicable licensure standards, if any, and are engaged primarily in providing ongoing care and related services sufficient to support needs resulting from impairment in ADLs or impairment in cognitive ability and which also provide care and services on a 24-hour basis, have a trained and ready-to-respond employee on duty in the facility at all times to provide care and services, provide three meals a day and accommodate special dietary needs, have agreements to ensure that residents receive the medical care services of a physician or nurse in case of emergency, and, have appropriate methods and procedures to provide necessary assistance to residents in the management of prescribed medications.

**Respite care** means short-term care provided in an institution, in the home, or in a community-based program, that is designed to relieve a primary care giver in the home.

**Severe cognitive impairment** means a loss or deterioration in intellectual capacity that is:

- comparable to, and includes, Alzheimer's Disease and similar forms of irreversible dementia; and
- measured by clinical evidence and standardized tests that are reliably measure impairment in the individual's short term or long term memory; orientation as to people, place, or time; and deductive or abstract reasoning.

The loss or deterioration in intellectual capacity must be to such a degree that the insured is unable to perform (without substantial assistance from another individual) at least 2 ADLs or requires substantial supervision to maintain the safety of the insured or others.

**Standby assistance** means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing an ADL.

**Substantial assistance** means hands-on assistance and standby assistance.

**Substantial supervision** means the continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the severely cognitively impaired individual from threats to the individual's health or safety.

## CONDITIONS ON ELIGIBILITY FOR BENEFITS

Eligibility for benefits under this rider is satisfied when all of the following conditions are met:

- the insured is chronically ill;
- the certificate and rider are in force;
- the insured has satisfied the elimination period;
- the insured has used qualified long term care services and been chronically ill for at least one day during the last 180 consecutive days;
- the insured is receiving qualified long term care services while this rider is in force;
- the insured incurred charges for qualified long term care services which are included in the insured's plan of care; and
- all irrevocable beneficiaries and assignees have signed the written request for this benefit, if applicable.

We may periodically require certification that the insured is chronically ill, but not more than once every 90 days.

The benefits payable under this rider are voluntary and are not intended to cause an involuntary reduction of the death benefit ultimately payable to the beneficiary. Therefore, the accelerated death benefit is not available if the insured is:

- required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
- required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

## CERTIFICATION OF CHRONICALLY ILL

A licensed health care practitioner (LHCP) must certify that the insured is chronically ill. You may submit the certification that the insured is chronically ill or request that we arrange for an assessment to be performed by an independent LHCP. The independent LHCP will not be employed by us and will not be compensated in any manner linked to the outcome of the certification. The certificate holder has the right to a second assessment if an independent LHCP determines that the insured is not chronically ill and the LHCP did not personally examine the insured. The costs to certify that the insured meets, or continues to meet, the definition of chronically ill does not count against the benefit payable. Assessments of chronic illness shall be performed promptly, and certifications of chronic illness shall be completed as quickly as possible to ensure that benefits are not delayed.

## PRE-EXISTING CONDITION LIMITATION

We do not pay benefits under this rider for costs that are incurred for qualified long term care services during the first 6 months after the rider effective date if a pre-existing condition causes the insured to be chronically ill. This limitation does not apply to costs that are incurred for qualified long term care services that begin more than 6 months after the rider effective date that is caused by a pre-existing condition.

## MONTHLY ACCELERATED DEATH BENEFIT

We will accelerate a portion of the death benefit for each monthly benefit period or fraction thereof during which the insured is eligible for benefits.

- If there is more than one month of benefit remaining, the maximum monthly accelerated death benefit amount is equal to the greater of  $(A - B) \times C$  or \$1,500, where "A", "B", and "C" are defined below:
  - "A" is the death benefit amount on the day the elimination period is first satisfied;
  - "B" is the total death benefit accelerated under any other rider(s) since the day the elimination period for this rider is first satisfied; and
  - "C" is the acceleration percentage shown in the certificate for this rider.
- If there is only one month of benefit remaining, the maximum monthly accelerated death benefit amount is equal to  $A - S$ , where "A" and "S" are defined below:
  - "A" is the death benefit amount on the day the elimination period is first satisfied; and
  - "S" is the sum of all accelerated death benefit amounts for all prior monthly benefit periods under this rider (excluding benefits paid under the Monthly Extension of Accelerated Death Benefits provision) and any accelerated death benefit amounts from any other attached riders, if applicable.

## MONTHLY ACCELERATED DEATH BENEFIT *(continued)*

If a full month of qualified long term care services was received, we will accelerate the maximum monthly accelerated death benefit amount. If the insured is confined for only a fraction of a monthly benefit period, we will accelerate a pro rata amount for each day of confinement within that monthly benefit period. If the insured receives qualified non-confined care services less than 2 times during a monthly benefit period, we will accelerate a pro rata amount for each day of the monthly benefit period that qualified non-confined care services were received. In no instance will we accelerate:

- more than the maximum monthly accelerated death benefit amount, as calculated above; or
- less than \$1,500.

The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term Rider(s), nor does it include any restored death benefit amount.

If the insured satisfies the conditions stated in the Conditions on Eligibility for Benefits provision, we will pay a monthly benefit to you upon our receipt of:

- your written request for the accelerated death benefit;
- written certification from a licensed health care practitioner that the insured is chronically ill; and
- signed consent from any irrevocable beneficiary or assignee, if applicable.

The monthly benefit payable to you as a result of the monthly acceleration of death benefit is equal to:

1. the monthly accelerated death benefit amount; less
2. a pro rata portion (based on the monthly accelerated death benefit amount) of the certificate debt, if any; less
3. any due and unpaid premium.

## RESTORATION OF ACCELERATED DEATH BENEFITS

When the death benefit is accelerated under the Monthly Accelerated Death Benefit provision of this rider, the certificate death benefit amount and cash value will be restored as follows:

1. the monthly restored death benefit amount will equal the certificate death benefit amount accelerated under this rider; and
2. the restored cash value will be the restored death benefit amount divided by 1,000, then multiplied by the cash value per \$1,000 of death benefit as shown in the certificate.

Restoration of Accelerated Death Benefits will not restore an acceleration of death benefit made under any rider except this rider.

The aggregate amount of the restored death benefit amount at any time will not exceed 100% of the aggregate reduction in the death benefit amount for accelerated death benefits paid under the Monthly Accelerated Death Benefit provision of this rider. No restoration is provided for accelerated death benefits under the Monthly Extension of Accelerated Death Benefits provision.

The restored death benefit amount is not available for acceleration.

## MONTHLY EXTENSION OF ACCELERATED DEATH BENEFITS

After the Monthly Accelerated Death Benefit has been exhausted, we will increase the death benefit and simultaneously accelerate this incremental death benefit amount for monthly benefit periods, or fractions thereof, during which the insured continues to be eligible for benefits.

- If there is more than one month of benefit remaining before the monthly extension of accelerated death benefits is exhausted, the monthly increase for the death benefit amount and the amount for the monthly accelerated death benefit amount are equal to the greater of  $A \times C$  or \$1,500, where "A" and "C" are defined below:
  - "A" is the death benefit amount on the day the elimination period is first satisfied; and
  - "C" is the acceleration percentage shown in the certificate for this rider.

## MONTHLY EXTENSION OF ACCELERATED DEATH BENEFITS *(continued)*

- If there is only one month of benefit remaining before the monthly extension of accelerated death benefits is exhausted, the monthly increase for the death benefit amount and the amount for the monthly accelerated death benefit are equal to  $A - E$ , where "A" and "E" are defined below:
  - "A" is the death benefit amount on the day the elimination period is first satisfied; and
  - "E" is the sum of all monthly accelerated death benefit amounts under the Monthly Extension of Accelerated Death Benefits provision.

The aggregate amount of the increased and accelerated death benefit amounts under the Monthly Extension of Accelerated Death Benefits provision will not exceed the death benefit amount on the day the elimination period is first satisfied.

If a full month of qualified long term care services was received, we will increase the death benefit amount by and accelerate the maximum monthly accelerated death benefit amount. If the insured is confined for only a fraction of a monthly benefit period, we will increase and accelerate a pro rata amount for each day of confinement within that monthly benefit period. If the insured receives qualified non-confined care services less than 2 times during a monthly benefit period, we will increase and accelerate a pro rata amount for each day of the monthly benefit period that qualified non-confined care services were received.

In no instance will we increase and accelerate:

- more than the maximum monthly accelerated death benefit amount, as calculated above; or
- less than \$1,500.

The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term Rider(s), nor does it include any restored death benefit amount.

If the insured satisfies the conditions stated in this provision and in the Conditions on Eligibility for Benefits provision, we will pay a benefit to you upon our receipt of:

- your written request for the accelerated death benefit;
- written certification from a licensed health care practitioner that the insured is chronically ill; and
- signed consent from any irrevocable beneficiary or assignee, if applicable.

The monthly benefit payable to you as a result of the extension of accelerated death benefits is equal to:

1. the monthly accelerated death benefit amount; less
2. any due and unpaid premium.

The Monthly Accelerated Death Benefit is exhausted when the death benefit is reduced to zero, not including any restored death benefit amount.

## INFLATION PROTECTION BENEFIT

If the inflation protection benefit is elected, we will annually increase the maximum death benefit and the monthly benefit payable under this rider by 5% per year while this rider is in force. The annual increase will occur automatically on the certificate anniversary date unless you specifically reject the increase in writing within 30 days following the certificate anniversary date.

## ACCELERATION PERCENTAGE INCREASE OR DECREASE BENEFIT

Starting at the end of the first year following the rider effective date, you have the right to reduce or increase coverage by changing the acceleration percentage. You will have the option to change the acceleration percentage by an increment of 2% on each certificate anniversary date, subject to a maximum acceleration percentage of 6% and a minimum acceleration percentage of 2%. We must receive your written request to change the acceleration percentage at least 30 days before the certificate anniversary date. Upon our receipt of your written request, we will provide an endorsement to reflect the new acceleration percentage.

## **LIFETIME MAXIMUM BENEFITS**

The lifetime maximum benefit payable under the Monthly Accelerated Death Benefit provision is equal to the death benefit amount on the day the elimination period is first satisfied minus any accelerated death benefit amounts paid under any other attached riders.

The lifetime maximum death benefit amount restored by the Restoration of Accelerated Death Benefits provision is equal to 100% of the aggregate reduction in the death benefit amount for accelerated death benefits paid under the Monthly Accelerated Death Benefit provision.

The lifetime maximum benefit payable under the Monthly Extension of Accelerated Death Benefits provision is equal the death benefit amount on the day the elimination period is first satisfied.

The death benefit may be reduced by certificate debt.

## **EFFECT OF MONTHLY PAYMENT AND RESTORATION**

When a monthly accelerated death benefit is paid:

- and the Restoration of Accelerated Death Benefits is payable, the death benefit will be unaffected because the death benefit amount will be decreased and then restored by the same amount;
- and the Monthly Extension of Accelerated Death Benefits is payable, the death benefit will be unaffected because the death benefit amount will be increased and then accelerated by the same amount;
- the cash value will be unaffected because the death benefit amount will be unaffected;
- the certificate debt will be reduced by the portion of the certificate debt deducted from the monthly accelerated death benefit amount; and
- the life insurance premium will be unaffected because the death benefit will be unaffected.

While the insured is eligible for monthly benefits under this rider, no change to existing riders may be requested nor may new riders be added.

The payment of monthly benefits under this rider will not affect any Accidental Death Benefit or Term Rider(s).

## **DEATH BEFORE MONTHLY PAYMENT**

If the insured dies before we pay an accelerated death benefit, we will void your request for that accelerated death benefit and pay the death benefit pursuant to the certificate.

## **ORDER IN WHICH REQUESTS ARE APPLIED**

If you request payment of the accelerated death benefit under this rider and any other rider(s), we will pay the accelerated death benefit under each rider based on the order in which the requests are received.

## **EXCLUSIONS**

We will not pay benefits under this rider for that portion of any day of qualified long term care services that are:

- provided for the treatment of alcoholism or drug addiction;
- provided as a result of illness, treatment or medical conditions arising out of:
  - war or act of war (whether declared or undeclared);
  - participation in a felony, riot, or insurrection;
  - service in the armed forces or units auxiliary thereto; or
  - suicide, whether or not the person had mental capacity to control what the person was doing, attempted suicide, or intentionally self-inflicted injury;
- provided in a government facility (unless otherwise required by law); services for which benefits are available under Medicare (or benefits would be available under Medicare except for the applicable deductibles or co-insurance requirements) or other governmental program (except Medi-Cal or Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
- received outside the United States or its territories.

## **PREMIUM**

The premium for this rider is shown in the certificate.

## **WAIVER OF PREMIUM**

For each certificate month the insured receives monthly benefits under this rider, we will waive the premium for the certificate and any attached riders, if applicable. This waiver is in lieu of any other premium waiver benefit provided by the certificate or any other attached riders, if applicable.

## **ENTIRE CONTRACT; CHANGES**

The entire contract consists of:

- the policy;
- the certificate to which this rider is attached;
- the enrollment and/or evidence of insurability form;
- this rider; and
- any other rider(s), amendment(s), or endorsement(s) attached to the certificate.

No agent has the authority to change the contract or to waive any of its provisions.

Any statement made by the policyholder or you shall, in the absence of fraud, be deemed a representation and not a warranty.

## **REINSTATEMENT**

Reinstatement of this rider will be the same as reinstatement of the certificate to which this rider is attached. Following such reinstatement, you and we will have the same rights under reinstatement as you and we had under the rider immediately before the due date of the defaulted premium, subject to any provisions endorsed in the rider or attached to the rider in connection with the reinstatement. This rider may not be reinstated if the maximum accelerated death benefit amount has already been paid.

In addition, this rider will be reinstated, upon lapse, if proof is provided that the insured is cognitively impaired or has a loss of functional capacity. This request, and submission of all past due premiums, must be made within 5 months after termination. Proof of cognitive impairment or loss of functional capacity will be on the same basis as the benefit eligibility criteria for cognitive impairment or loss of functional capacity as described in this rider.

## **INCONTESTABILITY**

We cannot contest this rider or payment of the accelerated death benefit after it has been in force during the lifetime of the insured for 2 years from the rider effective date. This rider and any claim for payment of the accelerated death benefit may only be contested based on a statement made in the enrollment and/or evidence of insurability form for this rider, if the statement is attached to the certificate, and if such statement was material to the risk or hazard assumed by us.

## **NOTICE OF CLAIM**

We must receive written notice of claim within 20 days after the insured receives documentation that establishes that the insured is chronically ill, or as soon as reasonably possible. Notice given by or on behalf of the insured or the beneficiary, as applicable, to us at our Home Office, or to any authorized agent of ours, with information sufficient to identify the insured, shall be deemed notice to us.

## **CLAIM FORMS**

Upon receipt of a notice of claim, we shall send to the claimant the claim forms. If the forms are not sent within 15 days after giving us notice, the claimant shall be deemed to have provided proof of eligibility for benefit payment upon sending, within the time fixed in this rider for filing proof of loss, written documentation that establishes that the insured is chronically ill.

## **PROOF OF LOSS**

The claim forms and documentation that establishes that the insured is chronically ill must be filed no later than 90 days after the insured receives the documentation. Failure to send proof within the time required shall not invalidate or reduce the claim if it was not reasonably possible to give proof within that time, provided proof is sent as soon as reasonably possible and, except in the absence of legal capacity, no later than 1 year from the time proof is otherwise required.

## **PHYSICAL EXAMINATIONS**

At our own expense, we have the right and opportunity to examine the person of the insured when and as often as we may reasonably require during the pendency of a claim and to make an autopsy in case of death where it is not forbidden by law. The examination to assess whether the insured is chronically ill will be performed by an independent licensed health care practitioner who is not employed by us and who will not be compensated in any manner linked to the outcome of the certification.

## **APPEALS PROCESS**

You have the right to appeal decisions regarding a denial of claim or other decisions regarding benefit eligibility, care plans, services and providers, and reimbursement payments.

If you wish to file an appeal regarding a denial of claim or other decision regarding benefit eligibility, care plans, services and providers, and reimbursement payments, you must send a written request to us within 60 days of receiving our notification of denial. We will complete our review of your appeal within 60 days after receiving your appeal. The review period may be extended up to 120 days. You will receive advance written notice if the period is extended.

## **LEGAL ACTION**

No action at law or in equity shall be brought to recover on the rider prior to the expiration of 60 days after written proof of loss is furnished. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

## **NON-FORFEITURE CREDIT**

If the non-forfeiture credit is elected, starting at the end of the third year following the rider effective date, the non-forfeiture credit is available if this rider terminates due to the premium for the certificate remaining unpaid. This credit is provided on a paid-up basis and is equal to the sum of the premiums paid for this rider, up to the maximum remaining death benefit amount. This credit is payable according to the terms of this rider when the insured satisfies all the conditions stated in the Conditions on Eligibility for Benefits provision, except for the condition that the certificate and this rider are in force.

## **TERMINATION**

Coverage under this rider will end on the earliest of the following:

- the date the policy is terminated;
- the date this rider is terminated under the policy;
- the date we receive the policyholder's written request to terminate this rider;
- the date the certificate terminates;
- the date the certificate matures;
- the date of the insured's death;
- the date we receive your written request to terminate this rider;
- the date you elect the non-forfeiture option;
- the date the insured is no longer eligible for this rider;
- the date the Monthly Extension of Accelerated Death Benefits has been exhausted; or
- the date that both:
  - the monthly accelerated death benefit has been exhausted; and
  - the insured no longer satisfies the conditions stated in the Conditions on Eligibility for Benefits provision.

## TERMINATION *(Continuation)*

Coverage will not lapse or terminate due to nonpayment of premiums unless we, at least 30 days before the effective date of the lapse or termination, give notice to you and to those persons designated by you to receive the notice of lapse or termination. Notice must be given by first class United States mail, postage prepaid, and notice may not be given until 30 days after a premium is due and unpaid. Notice is considered to have been given as of 5 days after the date of mailing.

### CONTINUATION OF CONFINEMENT BENEFITS AFTER TERMINATION

Termination will not prejudice the payment of an accelerated death benefit if the insured's confinement began while coverage was in force and the confinement continues without interruption after termination, subject to the maximum benefits available and all other applicable provisions of this rider.

### CONTINUATION OR REPLACEMENT OF COVERAGE AFTER TERMINATION

If coverage ends pursuant to the Termination provision, you have the right to continue coverage, including any riders attached, under a group whole life trust policy, called the Portability Policy. Review the Portability Privilege provision in the certificate.

If the group policy is replaced by another policy issued to the same master policyholder, the replacement policy must:

- provide benefits that are substantially equivalent or the most advantageous choice for the beneficiaries;
- calculate the premium, except for any new or increased benefits, using the insured's issue age for the coverage being replaced;
- offer coverage to all persons covered under the replaced group policy on its date of termination;
- not exclude coverage for preexisting conditions if the terminating group coverage would provide benefits for those preexisting conditions;
- not require new waiting periods, elimination periods, probationary periods, or similar preconditions related to preexisting conditions, and waive any such time periods to the extent that similar preconditions have been satisfied under the terminating coverage; and
- not vary the benefits or the premium based on the insured's health, disability status, claims experience, or use of long term care services.

Signed for American Heritage Life Insurance Company at its home office in Jacksonville, Florida.



Secretary



President