

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

## ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

**TAX QUALIFICATION NOTICE:** 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 your own 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 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.

**CAUTION:** The issuance of this rider is based on your responses to the questions on your enrollment form and/or evidence of insurability form. A copy of your enrollment form and/or evidence of insurability form is attached. If your answers are incorrect or untrue, then we have the right to deny benefits or to rescind your coverage under this rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect or untrue, please contact us at the address shown above.

**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 limitations of this rider as well as those of the certificate to which it is attached.

This rider is issued in consideration of the rider premium and the written request for this rider. This rider is a part of the certificate and is effective as of the rider effective date. Every definition, term, condition, and provision of the certificate applies to this rider, unless otherwise defined or provided in this rider.

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

### 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:

1. Bathing – 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, with or without the aid of equipment.
2. Continence – the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag), with or without the aid of equipment.
3. Dressing – putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. Eating – feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
5. Toileting – getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. Transferring – the ability to move into or out of a bed, chair or wheelchair.

**Adult day care** means a program for 6 or more individuals, of social and health-related services provided during the day in a community group setting for the purpose of supporting persons who are chronically ill and can benefit from care in a group setting outside the home.

## DEFINITIONS (Continued)

**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 that is primarily engaged in providing ongoing care and related services to at least 7 inpatients in one location and meets all of the following criteria:

1. it is licensed by the appropriate licensing agency, if the state in which it operates licenses such facilities;
2. it provides 24 hour a day care and services sufficient to support needs resulting from being chronically ill;
3. it has a trained and ready to respond employee on duty at all times to provide care;
4. it provides 3 meals a day and accommodates special dietary needs;
5. it has formal arrangements for the services of a physician or nurse to furnish medical care in case of an emergency; and
6. it has appropriate methods and procedures for handling and administering drugs and biologicals.

Assisted living facility includes "boarding homes" licensed in Washington to care for 7 or more inpatients, but does not include "adult family homes" licensed in Washington to care for less than 6 inpatients.

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

1. 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
2. requiring substantial supervision to protect oneself from threats to health and safety due to cognitive impairment.

**Cognitive impairment** means a deficiency in the insured's:

1. short or long term memory;
2. orientation as to person, place and time;
3. deductive or abstract reasoning; or
4. judgment as it relates to safety awareness.

This deficiency must be to such a degree as to require supervision 24 hours a day to maintain the safety of the insured or others. A diagnosis of cognitive impairment must be confirmed by clinical evidence and testing that reliably measures impairment.

**Confined or confinement** means admitted as an inpatient in an assisted living 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:

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

**Home** means:

1. the insured's private residence;
2. a residential care facility;
3. a rest home;
4. a boarding home;
5. a home for the aged;
6. a community living center; or
7. 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 medical and non-medical services provided in the insured's home by a home health care practitioner in accordance with a plan of care.

Home health care does not include the following:

1. cooking, which means preparation of meals and nutrition;
2. shopping, which includes but is not limited to purchasing groceries, household supplies and medicine;
3. assistance with the use of the telephone, laundering clothes, correspondence, bill paying, and other housekeeping tasks;
4. any type of construction, renovation or maintenance (such as painting, etc.), lawn care, snow removal, maintenance of a vehicle and any other service performed outside of the home; or
5. any other services similar to those described above.

**Home health care agency** means an agency or organization which:

1. specializes in giving nursing care or therapeutic services in the home;
2. is licensed to provide such care or services by the appropriate state licensing agency or authority where the service is performed or is Medicare certified as a home health care agency;
3. maintains a complete medical record and plan of care for each patient; and
4. is operating within the scope of its license or certification.

**Home health care practitioner** means an individual who is qualified to provide home health care, including the following:

1. a home health aide;
2. certified nurse assistant;
3. medical social worker;
4. occupational therapist;
5. speech therapist;
6. physical therapist;
7. total parenteral nutrition specialist;
8. enterostomal specialist;
9. chemotherapy specialist;
10. licensed visiting nurse;
11. licensed vocational nurse (L.V.N.);
12. licensed practical nurse (L.P.N.); or
13. a licensed graduate nurse (R.N.).

A practitioner whose specialty is not listed above may be used if the practitioner meets the requirements below.

A home health care practitioner must:

1. be licensed in the state or recognized as such by the state in which the care is given;
2. be employed or contracted by a home health care agency; and
3. charge for the care given which the insured is legally responsible to pay.

A home health care practitioner must not:

1. be a family member by blood, marriage, or adoption; or
2. reside at the insured's address.

**Inpatient** means an insured who is a resident patient using the room and board facilities of an assisted living 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 a family member by blood, marriage, or adoption.

**Maintenance or personal care services** mean any care the primary purpose of which is to provide needed assistance with any of the ADLs as a result of the insured being chronically ill (including the protection from threats to health and safety due to severe cognitive impairment).

## DEFINITIONS (Continued)

**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:

1. it is licensed by the state in which it is located;
2. it is a separate facility or a distinct part of another facility physically separated from the rest of such facility;
3. it provides confined nursing care to individuals who are not able to care for themselves and who require nursing care;
4. its primary function is to provide nursing care, and room and board; and the facility charges for these services. The care must be performed under the direction of a licensed physician, or a licensed graduate nurse (R.N.), or licensed practical nurse (L.P.N.); and
5. it is not, other than incidentally, a hospital, a home for the aged, a retirement home, a rest home, a community living center, 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:

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

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

1. the type and frequency of all care or services required;
2. the care or service provider; and
3. the cost of care or services.

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

1. symptoms existed within 6 months before the rider effective date; or
2. 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 by, and pursuant to a plan of care prescribed by, a licensed health care practitioner in an assisted living facility or nursing care facility.

**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 a home health care practitioner, and pursuant to a plan of care prescribed by a licensed health care practitioner, by means of home health care or adult day care.

## CONDITIONS ON ELIGIBILITY FOR BENEFITS

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

1. the insured is chronically ill;
2. the certificate and rider are in force;
3. the insured has satisfied the elimination period;
4. the insured has used qualified long term care services and been chronically ill during the last 180 consecutive days;
5. the insured is receiving qualified long term care services while this rider is in force;
6. the insured is in a period of care that begins while this rider is in force;
7. the insured incurred charges for qualified long term care services which are included in the insured's plan of care; and
8. all irrevocable beneficiaries and assignees have signed the written request for this benefit.

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

The accelerated death benefit is voluntary and is 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:

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

## PRE-EXISTING CONDITION LIMITATION

We do not pay benefits under this rider for a period of care that begins in 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 a period of care that begins 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. The maximum monthly accelerated death benefit amount is equal to the lesser of:

1.  $(A - B) \times C$ , where:
  - "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;
  - "C" is the acceleration percentage shown in the certificate for this rider; and
2.  $A - S$ , where:
  - "A" is as defined above;
  - "S" is the sum of all accelerated death benefit amounts for all prior monthly benefit periods under this rider and any accelerated death benefit amounts from other riders attached to the certificate.

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 4 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.

The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term rider(s).

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:

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

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.

## **EFFECT OF MONTHLY PAYMENT**

When a monthly accelerated death benefit is paid:

1. the death benefit amount will be reduced by the monthly accelerated death benefit amount;
2. the cash value will be the reduced death benefit amount, divided by 1,000, multiplied by the cash value per \$1,000 of death benefit as shown in the certificate;
3. the certificate debt will be reduced by the portion of the certificate debt deducted from the monthly accelerated death benefit amount; and
4. the life insurance premium will be reduced in proportion to the reduction of the death benefit amount.

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).

## **EFFECT ON CERTIFICATE AND RIDER(S) WHEN DEATH BENEFIT AMOUNT IS TOTALLY ACCELERATED**

If the certificate's death benefit amount has been totally accelerated, then the certificate and any rider(s) will terminate with no further benefits payable.

## **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:

1. provided as a result of mental or emotional disorder (except for Alzheimer's Disease, or similar forms of senility or senile dementia that are of organic origin);
2. provided as a result of alcoholism or drug addiction;
3. provided as a result of illness, treatment or medical conditions arising out of:
  - a. war or act of war (whether declared or undeclared);
  - b. participation in a felony, riot or insurrection;
  - c. service in the armed forces or units auxiliary thereto; or
  - d. suicide (while sane or insane), attempted suicide or intentionally self-inflicted injury;
4. 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 Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
5. received outside the United States or its territories.

## **PREMIUMS**

The premium for this rider is shown in the certificate.

## **WAIVER OF PREMIUMS**

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

## REINSTATEMENT

This rider will be reinstated, upon lapse, if proof is provided that you were cognitively impaired or had a loss of functional capacity before the grace period contained in the certificate expired. 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

If this rider has been in force for a period of less than 6 months, we may rescind this rider or deny an otherwise valid claim upon a showing of misrepresentation that is material to the acceptance of coverage.

If this rider has been in force for a period of at least 6 months, but less than 2 years, we may rescind this rider or deny an otherwise valid claim upon a showing of misrepresentation that is both material to the acceptance of coverage and which pertains to the condition for which benefits are sought.

After this rider has been in force for a period of 2 years, it becomes incontestable upon the grounds of material misrepresentation alone. This rider may be contested only upon a showing that the insured knowingly and intentionally misrepresented material facts relating to the insured's health.

## APPEALS PROCESS

If you wish to file an appeal regarding a denial of claim, 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 30 days after receiving your appeal. If the insured's physician determines that an expedited review is required, we will complete our review within 72 hours after receiving your appeal.

## TERMINATION

Coverage under this rider terminates at the earliest of:

1. the date the policy is terminated;
2. the date this rider is terminated under the policy;
3. the date we receive the policyholder's written request to terminate this rider;
4. the date the certificate terminates;
5. the date the certificate matures;
6. the date of the insured's death;
7. the date we receive the certificate holder's written request to terminate this rider;
8. the date the certificate holder elects the non-forfeiture option;
9. the date the insured is no longer eligible for this rider; or
10. the date the monthly accelerated death benefit has been exhausted.

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.

Termination will not prejudice the payment of an accelerated death benefit if the insured was chronically ill and receiving qualified long term care services while this rider was still in force.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President