

## ACCELERATED BENEFITS RIDER - COMMUNITY CARE

BENEFITS PAID UNDER THIS RIDER MAY BE TAXABLE.  
YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.

This Rider provides an accelerated payment of Policy Proceeds under conditions specified in this Rider. It is not intended to provide health, nursing home or long term care insurance. Cash values, loan values, if any, and death benefits will be reduced if You receive an accelerated benefit. Benefit payments may affect qualifications for entitlement payments.

Assurity Life Insurance Company has attached this Rider to Your Policy. This Rider is a part of Your Policy. The terms, definitions and provisions of Your Policy apply to this Rider unless We otherwise inform You.

### DEFINITIONS

1. **Activities of Daily Living:** The basic human functional abilities required for you to remain independent. They are as follows:
  - **Bathing** - The ability to wash oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower.
  - **Continence** - The ability to maintain control of bowel and bladder function. When unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for the catheter or colostomy bag.
  - **Dressing** - The ability to put on and take off items of clothing and any necessary braces, fasteners, or artificial limbs.
  - **Feeding** - The ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously.
  - **Toileting** - The ability to get to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
  - **Transferring** - The ability to move into or out of a bed, chair, or wheelchair.
2. **Assisted Living Facility:** A facility that is primarily engaged in providing ongoing care and related services to at least ten inpatients in one location and meets all of the following criteria:
  - licensed by the appropriate licensing agency, if the state in which it operates licenses, or if not licensed, meets all remaining criteria below;
  - provides 24 hour a day care and services sufficient to support needs resulting from the inability to perform Activities of Daily Living, or due to Cognitive Impairment; and
  - has a trained and ready to respond employee on duty at all times to provide care; and
  - provides three meals a day and accommodates special dietary needs; and
  - has formal arrangements with a Physician or nurses to furnish medical care in case of an emergency; and
  - have appropriate methods and procedures for handling and administering drugs and biologicals.
3. **Cognitive Impairment:** A deficiency in a person's short term or long term memory, orientation as to person, place or time, deductive or abstract reasoning, or judgement as it relates to safety awareness. It may include exhibition of:
  - abusive or combative behavior; or
  - poor judgement; or
  - bizarre hygiene or habits which require continual supervision to protect the Insured and others.

Cognitive Impairment is measured by clinical evidence and standardized tests and is based on an impairment indicated in the following areas:

- short or long term memory; or
  - recognition of who or where one is; or time of day, month or year; or one's deductive or abstract reasoning.
4. **Community Care:** Care or services provided by a Home Health Care Practitioner in the Insured's Home or in an Assisted Living Facility. An expense for Home Health Care is incurred on the date the service is performed.
  5. **Home:** Your 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. It does not include a nursing home care facility, a hospital or a hospice care facility.
  6. **Home Health Care Agency:** An agency or organization which:
    - is specialized in giving nursing care or therapeutic services in the home; and
    - 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; and
    - maintains a complete medical record and plan of care for each patient; and
    - is operating within the scope of its license or certification.
  7. **Home Health Care Practitioner:** An individual who is qualified to provide Home Health Care. A Home Health Care Practitioner includes the following: a home health aide, certified nurse assistant, medical social worker, occupational therapist, speech therapist, physical therapist, total parenteral nutrition specialist, enterostomal specialist, chemotherapy specialist, licensed visiting nurse, licensed vocational nurse (LVN), licensed practical nurse (LPN), or a licensed graduate nurse (RN). A practitioner whose specialty is not listed here may be used if approved by us prior to the practitioner providing the service. A Home Health Care Practitioner
    - must be licensed in the state or recognized as such by the state in which the care is given; and
    - may not be a family member; and
    - may not reside at the Insured's address; and
    - must present a charge for the care given which the Insured is legally responsible to pay; and
    - must be employed or contracted by a Home Health Care Agency.
  8. **Monthly Accelerated Benefit Amount:** A fixed monthly payment equal to the lesser of 1% of the Policy Face Amount, reduced by any outstanding Policy loans, or \$3,000. The Monthly Accelerated Benefit Amount will be determined as of the date We receive Your written request to receive the Rider Benefit.
  9. **Physician:** A duly licensed physician practicing within the scope of his or her license. It does not include You or family members of either You or the Owner.
  10. **Physician's Statement:** A written statement signed by a Physician which
    - gives the Physician's diagnosis of Your medical condition; and
    - states that for a period of 90 days or more, You have received Community Care and are expected to continue to receive Community Care due to Your inability to perform two or more Activities of Daily Living or is suffering from a Cognitive Impairment.

## RIDER BENEFIT

Subject to Rider Conditions, You can receive the Monthly Accelerated Benefit Amount during the Insured's life if all the Rider Conditions are met. There are four types of Rider Conditions.

- A. **Conversion Conditions.** These Rider Conditions control from which Policy(s) the Rider Benefit can be requested. If You are not the Policy Owner, You must have the Owner's permission to request the Rider Benefit.
  1. You can combine all in force Assurity Single Premium Endowment at Age 110 policies issued on the life of the Insured when requesting the Rider Benefit.
  2. The Face Amount of the Policy(s) remaining after deducting the total of all Monthly Accelerated Benefit Amounts must be at least \$15,000.
  3. You can only elect to receive the Rider Benefit one time.

- B. **Election Conditions.** These Rider Conditions tell You how to elect to receive the Rider Benefit.
1. You must request the Rider Benefit in writing.
  2. You must send the request for the Rider Benefit to the Home Office.
  3. You must send Us the Policy(s) You are converting with Your request.
  4. You must provide Us with a Physician's Statement.
- C. **Voluntary Conditions.** This Rider Benefit is only available if You take it on Your own. YOU CANNOT REQUEST THE RIDER BENEFIT IF YOU ARE REQUIRED BY LAW TO
1. Use the Rider Benefit to pay creditors' claims; or
  2. Use the Rider Benefit to qualify for a government benefit.
- D. **General Conditions.** You cannot request the Rider Benefit
- during the first 90 days from the Policy(s) Date of Issue; or
  - if Your Policy(s) is assigned or has a Beneficiary You cannot change on Your own.

The Monthly Accelerated Benefit payments will continue until the sum of all Monthly Accelerated Benefits received subtracted from the unadjusted Policy Face Amount equals \$15,000, or for a maximum of 60 months, whichever occurs first. Upon written notification that You no longer require Community Care, Monthly Accelerated Benefit payments will cease.

#### ADJUSTMENTS TO THE POLICY

- The following adjustments will be made to the Policy after an Accelerated Benefit Payment is made:
1. The Policy's Face Amount will be reduced each month by the amount of Monthly Benefit payment. The Policy's guaranteed Cash Value will be reduced each month by the amount of the guaranteed Cash Value associated with the Face Amount accelerated.
  2. We will provide You with a Payment Contract that explains how We make payments of the Monthly Accelerated Benefits. Payment Contracts cannot be assigned.

#### TERMINATION

This Rider will automatically terminate on the earlier of:

- the date We approve Your written request; or
- the termination date of the Policy to which this Rider is attached.

Assurity Life Insurance Company has signed this Rider  
on Your Policy's Date of Issue.

  
President

  
Secretary

**Assurity Life Insurance Company**  
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