



## North American Company for Life and Health Insurance

Principal Office: 4350 Westown Parkway • West Des Moines • IA • 50266

Administrative Office: P.O. Box 5088 • Sioux Falls • SD • 57117-5088

*A Stock Company*

[www.NorthAmericanCompany.com](http://www.NorthAmericanCompany.com)

### ACCELERATED DEATH BENEFIT ENDORSEMENT - CHRONIC ILLNESS

#### IMPORTANT NOTICE TO APPLICANT/BUYER REGARDING ACCELERATED DEATH BENEFITS

THE BENEFITS PROVIDED BY THIS ACCELERATED DEATH BENEFIT ARE NOT INTENDED TO PROVIDE, AND WILL NEVER PROVIDE, LONG-TERM CARE INSURANCE, NURSING HOME INSURANCE, OR HOME CARE INSURANCE. IF YOU ARE INTERESTED IN LONG-TERM CARE OR NURSING HOME OR HOME CARE INSURANCE, YOU SHOULD CONSULT WITH AN INSURANCE AGENT LICENSED TO SELL THAT INSURANCE, INQUIRE WITH THE INSURANCE COMPANY OFFERING THE ACCELERATED DEATH BENEFITS, OR VISIT THE CALIFORNIA DEPARTMENT OF INSURANCE INTERNET WEB SITE ([WWW.INSURANCE.CA.GOV](http://WWW.INSURANCE.CA.GOV)) SECTION REGARDING LONG-TERM CARE INSURANCE.

IF YOU CHOOSE TO ACCELERATE A PORTION OF YOUR DEATH BENEFIT, DOING SO WILL REDUCE THE AMOUNT THAT YOUR BENEFICIARY WILL RECEIVE UPON YOUR DEATH.

RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE TAXABLE. PRIOR TO ELECTING TO BUY THE ACCELERATED DEATH BENEFIT, YOU SHOULD SEEK ASSISTANCE FROM A QUALIFIED TAX ADVISER.

RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS, SUCH AS MEDI-CAL OR MEDICAID. PRIOR TO ELECTING TO BUY THE ACCELERATED DEATH BENEFIT, YOU SHOULD CONSULT WITH THE APPROPRIATE SOCIAL SERVICES AGENCY CONCERNING HOW RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT THAT ELIGIBILITY.

PAYMENT OF ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT WILL REDUCE THE POLICY'S DEATH BENEFIT AND POLICY VALUES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE ACCOUNT VALUE, CASH SURRENDER VALUE, AND POLICY LOAN VALUE.

PAYMENT OF ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT ARE INTENDED FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE INTERNAL REVENUE CODE. ACCELERATED DEATH BENEFIT PAYMENTS DUE TO CHRONIC ILLNESS ARE SUBJECT TO LIMITS IMPOSED BY THE FEDERAL GOVERNMENT AND ANY AMOUNTS RECEIVED IN EXCESS OF THESE LIMITS ARE INCLUDIBLE IN GROSS INCOME. YOU SHOULD SEEK ASSISTANCE FROM A QUALIFIED TAX ADVISOR FOR ASSISTANCE WITH ANY QUESTIONS YOU MAY HAVE.

PAYMENT OF ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT IS NOT CONDITIONED ON THE RECEIPT OF LONG TERM CARE OR MEDICAL SERVICES.

THIS ENDORSEMENT IS RENEWABLE FOR THE LIFE OF THE POLICY TO WHICH IT IS ATTACHED, PROVIDED THE PREMIUMS ARE TIMELY PAID.

The Owner is referred to as "You" or "Your"; North American Company for Life and Health Insurance is referred to as "We", "Our", or "Us".

This Endorsement is attached to and made a part of Your Policy. Except as provided in this Endorsement, all other terms, provisions and conditions of Your Policy remain the same.

For policies covering two lives where the insurance proceeds are payable upon the death of the Survivor, benefits under this Endorsement may only be elected after the death of the first Insured during the lifetime of the Survivor. The Survivor, not the first Insured, is the "Insured" for purposes of this Endorsement.

**RIGHT TO EXAMINE** – It is important to Us that You are satisfied with this Endorsement and that it meets Your insurance goals. Read it carefully. If You are not satisfied with it, You may return this Endorsement to Our Administrative Office or to Your agent by first-class United States mail within 30 days after You receive it. We will then void it as of the Policy Date as though it was never issued.

**EFFECTIVE DATE** – The Effective Date of this Endorsement is the Policy Date shown in the Schedule of Policy Benefits of Your Policy.

**CONSIDERATION** – This Endorsement is issued in consideration of the application and payment of the initial premium for the base Policy. There is no additional charge associated with this Endorsement. However, an administrative fee is required when an Accelerated Death Benefit Payment is made.

**ENDORSEMENT BENEFIT** – This Endorsement provides Accelerated Death Benefits for Chronic Illness. We will pay You a portion of the Policy Death Benefit You wish to accelerate. Payment of the Accelerated Death Benefit is due immediately upon Our receipt of due written proof of eligibility. You are eligible to receive an Accelerated Death Benefit under this Endorsement when the following conditions have been met:

1. While the Policy is in effect; and
2. An independent Licensed Health Care Practitioner shall certify that the Insured is Chronically Ill and not expected to recover during the Insured's lifetime. The certification must occur on or after the Effective Date. An "independent" Licensed Health Care Practitioner shall not be an employee of Ours and shall not be compensated in any manner that is linked to the outcome of the certification; and
3. Upon Our receipt from an Assignee or Irrevocable Beneficiary, if any, a signed acknowledgment of concurrence for payout. If We are the Assignee under the Policy, acknowledgment is not required; and
4. Subject to the terms of this Endorsement.

If a Licensed Health Care Practitioner makes a determination, that the Insured does not meet the definition of Chronically Ill, We will notify You that the Insured is entitled to a second assessment by a Licensed Health Care Practitioner, upon request, who shall personally examine the Insured. The second assessment shall not apply if the initial assessment was performed by a Licensed Health Care Practitioner who personally examined the Insured.

The assessments shall be performed promptly with the certification completed as quickly as possible to ensure that the Insured's benefits are not delayed. The written certification shall be renewed every 12 months. The costs to have a Licensed Health Care Practitioner certify that the Insured meets, or continues to meet, the definition of Chronically Ill shall not count against the maximum Accelerated Death Benefit amount.

There are no limitations or restrictions on how the Accelerated Death Benefit payment could be used.

The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

The maximum Death Benefit We will accelerate on the Policy is \$1,000,000. This amount includes this Endorsement and any other Accelerated Death Benefit attached to the Policy.

You may accelerate more than once on a Qualifying Event, subject to the maximum Death Benefit amount and the maximum Accelerated Death Benefit amount.

When You request to accelerate Death Benefits, You, and any Irrevocable Beneficiary, will be provided a statement demonstrating the effect of the acceleration of the Death Benefit payment on the Policy's Net Cash Surrender Value, Death Benefit, Monthly Deductions, and Policy Debt. It will include any premium necessary to continue coverage following acceleration, the administrative fee and the discount applied to the Accelerated Death Benefit.

**ACCELERATED DEATH BENEFIT PAYMENT** – The following factors may be used in the determination of the payment:

1. The Accelerated Death Benefit; and
2. The Account Value of the Policy; and
3. The Guaranteed Maximum Cost of Insurance Rates of the Policy; and
4. The future expected lifetime of the Insured; and
5. The Accelerated Death Benefit Interest Rate in effect; and
6. The administrative fee. The maximum administrative fee will not exceed \$200.00 for each claim.

We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated. The discount will be based on mortality rates and an annual interest rate which has been declared by Us in effect as of the Election Date.

The Accelerated Death Benefit Payment will be less than the Accelerated Death Benefit.

**DEATH BENEFIT** – If You elect to receive Accelerated Death Benefits under this Endorsement, the Policy's Death Benefit payable upon due proof of death of the Insured to Your Beneficiary will be reduced. We will reduce the Death Benefit amount by the Accelerated Death Benefits under this Endorsement. Upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement. For Periodic Payments, the Death Benefit will be reduced at the time of each Periodic Payment.

**COORDINATION OF ACCELERATED DEATH BENEFITS** – If We are paying benefits under another Accelerated Death Benefit Endorsement or Rider attached to the Policy, such as for terminal illness, We will not simultaneously accelerate any portion of the Policy's Death Benefit for Chronic Illness under this Endorsement. You must discontinue any existing Accelerated Death Benefit Payments in order to elect Accelerated Death Benefits under this Endorsement.

**POLICY CHANGES** – If, prior to requesting Accelerated Death Benefits under this Endorsement, You elect to increase the Specified Amount or change from a Level Death Benefit Option to an Increasing Death Benefit Option while this Endorsement is in effect, and the evidence of insurability is not satisfactory to meet the requirements for this Endorsement, the total Policy Death Benefit that is eligible for acceleration under this Endorsement will be limited to the Death Benefit immediately prior to the increase or change in the Death Benefit Option.

**PROVISIONS OR RIDERS OR ENDORSEMENTS THAT RESTRICT CHANGES TO YOUR DEATH BENEFIT** – If Your Policy, or a Rider or Endorsement attached to Your Policy, includes a Protected Death Benefit or Overloan Protection Benefit which restricts You from making changes to Your Death Benefit and You have elected to exercise such benefit, You may not elect Accelerated Death Benefits under this Endorsement.

### DEFINITIONS

Any terms not defined in this Endorsement are defined in the Policy.

**Activities of Daily Living** – are those basic human functional abilities, which measure the Insured's ability for self care, to live independently without Substantial Assistance from another person as described below.

1. Eating, which means feeding oneself by getting food in the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
2. Bathing, which means washing oneself by sponge bath or in either a tub or shower, including the act of getting into or out of a tub or shower.
3. Continence, which 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).
4. Dressing, which means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
5. Toileting, which means getting to and from the toilet, getting on or off the toilet, and performing associated personal hygiene.
6. Transferring, which means the ability to move into or out of bed, a chair or wheelchair.

**Accelerated Death Benefits** – are the advance payment of a portion of the Death Benefits payable under Your Policy, subject to the conditions of this Endorsement. At the time of claim, You will specify the portion of the Death Benefit You wish to accelerate, which is the Accelerated Death Benefit on the Election Date.

**Accelerated Death Benefit Interest Rate** – means the interest rate used in calculating the Accelerated Death Benefit Payment. The Accelerated Death Benefit Interest Rate will not exceed the greater of:

1. The yield on 90-day U.S. Treasury Bills on the Election Date; and
2. The maximum adjustable Policy Loan interest rate allowed by law on each Election Date.

**Chronically Ill or Chronic Illness** – means the Insured has been certified through a written certification by a Licensed Health Care Practitioner within the prior 12 months as:

1. Being expected to be permanently unable to perform for at least 90 consecutive days, without Substantial Assistance from another person, at least two Activities of Daily Living; or
2. Requiring Substantial Supervision by another person, to protect oneself from threats to health and safety due to Severe Cognitive Impairment.

**Election Date** – means the Monthly Anniversary immediately following the date the signed application to elect Accelerated Death Benefits under this Endorsement is approved by Us.

**Immediate Family** – means the spouse, children, siblings, parents, grandparents, grandchildren, and any of their spouses.

**Initial Election Date** – means the first Election Date You elect Accelerated Death Benefits under this Endorsement.

**Licensed Health Care Practitioner** – is a physician (within the meaning of section 1861(r)(1) of the Social Security Act), registered nurse, licensed social worker, or other individual whom the United States Secretary of the Treasury may prescribe by regulation. A Licensed Health Care Practitioner cannot be You, the Insured, a member of Your Immediate Family, or a member of the Insured's Immediate Family.

**Protected Status** – means the Policy has met the requirements for Protected Status Eligibility and is guaranteed to not enter the Grace Period.

**Protected Status Eligibility** – the Policy will permanently be placed in Protected Status if the total Death Benefits accelerated under this Endorsement are equal to or greater than the Cumulative Accelerated Death Benefit Percentage shown in the Schedule of Policy Benefits for this Endorsement, multiplied by the Death Benefit on the Initial Election Date.

**Qualifying Event** – means the Insured is Chronically Ill.

**Residual Death Benefit** – is the greater of 5% of the Policy Death Benefit on the Initial Election Date or \$10,000. The Residual Death Benefit only applies to Accelerated Death Benefits for Chronic Illness.

**Severe Cognitive Impairment** – means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) measured by clinical evidence and standardized tests that reliably measure impairment in the individual's (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning.

**Substantial Assistance** – means hands-on assistance and standby assistance. Hands-on assistance means the physical assistance of another person without which the individual would be unable to perform the activity of daily living. Standby assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while the individual is performing the activity of daily living (such as being ready to catch the individual if the individual falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the individual's throat if the individual chokes while eating).

**Substantial Supervision** – means 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 his or her health or safety (such as may result from wandering).

## **SECTION 1: ACCELERATED DEATH BENEFITS FOR CHRONIC ILLNESS**

**BENEFIT AMOUNT FOR CHRONIC ILLNESS** – At the time of claim, You will specify the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for each claim, except the Final Election, is the smaller of 5% of the Policy Death Benefit on the Initial Election Date or \$50,000.

The maximum Accelerated Death Benefit for each claim is the smaller of 24% of the Policy Death Benefit on the Initial Election Date, or \$240,000. This amount may be smaller for a Final Election.

You can accelerate an amount less than the minimum Accelerated Death Benefit allowed if it is necessary to do so to comply with the \$1,000,000 maximum Accelerated Death Benefit limitation for this Endorsement.

The Accelerated Death Benefit may be limited when policy changes are made. See the Policy Changes provision for details.

**BENEFIT PAYMENT FOR CHRONIC ILLNESS** – You can choose to receive Accelerated Death Benefit Payments in a single Lump Sum or Periodic Payments.

The Accelerated Death Benefit Payment is fixed when the signed application to elect Accelerated Death Benefits under this Endorsement is approved by Us.

If the Insured dies after a claim has been made, but before the Accelerated Death Benefit Payment is made, the claim will be cancelled and the Death Benefit will be paid as described in Your Policy. If the Insured dies before all Periodic Payments are paid, We will pay the Death Benefit in lieu of the remaining Accelerated Death Benefit Payments.

**LUMP SUM PAYMENT** – The Lump Sum payment will at least be equal to the Net Cash Surrender Value immediately prior to the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

**PERIODIC PAYMENT** – Under a Periodic Payment, We will divide the amount of the Lump Sum Payment into equal Periodic Payments. You may select to receive Periodic Payments as frequently as once each month.

You will receive a report, as frequently as once each month, depending on the Periodic Payment chosen by You. This report will provide an explanation of any changes to the Policy, Death Benefit, and Cash Surrender Value based on Accelerated Death Benefit Payments, and the amount of the remaining Death Benefit that can be accelerated.

**FINAL ELECTION** – A Final Election is available if the maximum Accelerated Death Benefit at the time of claim is greater than the remaining Death Benefit in the Policy, minus the Residual Death Benefit. A Final Election occurs when You accelerate all of the remaining Death Benefit in Your Policy minus the Residual Death Benefit. The payment must first be applied to pay off any Policy Debt to Us. You can choose to receive payment of the Final Election in a single Lump Sum or Periodic Payments.

Upon a Final Election, all Riders and Endorsements attached to the Policy, except this Endorsement, will terminate on the Final Election date. Policy Loans are not available after a Final Election.

**RESIDUAL DEATH BENEFIT** – If a Final Election has occurred and payment is made, the Residual Death Benefit will be paid to the Beneficiary in a lump sum upon due proof of death of the Insured.

## **SECTION 2: EFFECT OF CHRONIC ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS**

**SPECIFIED AMOUNT** – The Specified Amount will be reduced on each Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Specified Amount will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy. If prior to a Final Election We are no longer paying Accelerated Death Benefits, the Cost Of Insurance charges will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

**MONTHLY DEDUCTION** – If the Death Benefit immediately prior to the initial Election Date does not exceed \$1,000,000, We will waive the Monthly Deductions while a claim is in effect (12 months following Election Date).

If the Death Benefit immediately prior to the initial Election Date exceeds \$1,000,000, while a claim is in effect, (12 months following the Election Date), the Monthly Deductions will be multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Specified Amount immediately prior to the initial Election Date less \$1,000,000.
2. Specified Amount on the Election Date.

Monthly Deductions will stop being waived when a claim is no longer in effect.

**ACCOUNT VALUE** – The Account Value will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Account Value will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

**MINIMUM ACCOUNT VALUE** – If the Policy contains a Minimum Account Value provision, the Minimum Account Value will be reduced on the Election Day by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Minimum Account Value will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

**GRACE PERIOD AND NO LAPSE GUARANTEE** – The Policy will not enter the Grace Period while a claim is in effect or the Policy is in Protected Status. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy while an Election is in effect or while the Policy is in Protected Status.

If no claim is in effect and the Policy is not in Protected Status, any Monthly No Lapse Guarantee Premium required to continue the No Lapse Guarantee will be due. The new Monthly No Lapse Guarantee Premium after each Accelerated Death Benefit Payment will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

**POLICY DEBT** – If You elect to receive Accelerated Death Benefits under this Endorsement while the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the Debt Repayment Amount will be divided equally over each Periodic Payment and will be applied at the time of each Periodic Payment.

**ADDITIONAL ACCOUNTS** – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the additional account will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

While We are paying Accelerated Death Benefits, We will waive any items deducted from the additional account. We will also waive these items after a Final Election.

**OTHER RIDERS AND ENDORSEMENTS** – Upon any claim other than a Final Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement. Upon a Final Election, all Riders and Endorsements, except this Endorsement, attached to the Policy will terminate on the Final Election date. After the Initial Election Date, no additional Riders or Endorsements may be added to the Policy to which this Endorsement is attached. The Insured's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

**POLICY LOANS** – After any claim, other than a Final Election, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of each Accelerated Death Benefit Payment will be used to repay any Policy Debt. Following a Final Election, Policy Loans are not available.

**WITHDRAWALS** – If You elect to receive Accelerated Death Benefits under this Endorsement, Withdrawals are not available while a claim is in effect or the Policy is in Protected Status. After You have received benefits under this Endorsement, if the Policy is not in Protected Status, You may take Withdrawals as stated in Your Policy.

**POLICY CHANGES** – If You elect to receive Accelerated Death Benefits under this Endorsement, You cannot elect to increase or decrease the Specified Amount or change the Death Benefit Option on the Policy while a claim is in effect or the Policy is in Protected Status. If no claim is in effect and the Policy is not in Protected Status, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

**DEATH BENEFITS AFTER MAXIMUM BENEFIT** – If You have accelerated the maximum Accelerated Death Benefit of \$1,000,000 from the Policy, the following provisions will apply:

1. If a Final Election has occurred, the Residual Death Benefit will be paid upon due proof of death of the Insured.
2. If a Final Election has not occurred and the Policy is in Protected Status, the Policy is guaranteed not to enter the Grace Period, and, upon due proof of death of the Insured, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement.
3. If a Final Election has not occurred and the Policy is not in Protected Status, We will pay a Death Benefit of at least \$50,000 upon due proof of death of the Insured.

## OTHER PROVISIONS

**INCONTESTABILITY** – We shall not contest this Endorsement after it has been in force during the lifetime of the Insured for two years from its Effective Date. This Endorsement may only be contested based on a statement made in the application for this Endorsement if the application is attached to the contract, and if the statement upon which the contest is made was material to the risk accepted or the hazard assumed by Us.

No claim for loss incurred commencing after two years from the Effective Date shall be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Effective Date of this Endorsement.

**REINSTATEMENT** – Reinstatement of this Endorsement shall be on the same or more favorable terms as reinstatement of the underlying life insurance policy. If this Endorsement is reinstated, You will have the same rights under reinstatement as You had under the Endorsement immediately before the due date of the defaulted premium, subject to any provisions endorsed in the Endorsement or attached to the Endorsement in connection with the reinstatement.

**NOTICE OF CLAIM** – Written notice of claim for a benefit payment under this Endorsement may be given to Us at any time. Notice given by or on behalf of the Insured to Us at our Administrative Office, or to any of Our authorized agents, with information sufficient to identify the Insured, shall be deemed notice to Us.

**CLAIMS FORMS** – We will send You an application to elect Accelerated Death Benefits within 15 days of Our receipt of Your Notice of Claim. The application will be sent to Your last known address we have on file. If We do not send the application within 15 days of Our receipt of Your Notice of Claim, it will be considered You complied with the Proof of Claim requirements as long as You submit written proof covering the character and the extent of the Qualifying Event. This information must be submitted within the time period for submitting Proof of Claim.

**PROOF OF CLAIM** – Written proof of occurrence or proof of loss must be provided within 90 days after the occurrence of a Qualifying Event. Failure to furnish proof within this time period will not invalidate or reduce the claim, provided proof is furnished as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.

**PHYSICAL EXAMINATION** – We, at Our expense, have the right and opportunity to request a physical exam of the Insured when and as often as it may reasonably be necessary during the claim review process.

**RECERTIFICATION FOR CHRONIC ILLNESS** – To comply with federal income tax requirements, a Licensed Health Care Practitioner must recertify that the Insured is Chronically Ill if there has not been a certification or recertification of Chronic Illness by a Licensed Health Care Practitioner that was effective as of a date within the preceding 12-month period. If no such recertification is made, the Insured will no longer be considered Chronically Ill.

**RIGHT TO APPEAL** – We will evaluate a claim based on the provisions of this Endorsement and the information given by the Insured, a Licensed Health Care Practitioner, and other available sources. We will inform You in writing if We deny the claim or any part of the claim. If You do not agree with a claim decision, You may appeal the denial. The appeal must be in writing to Us and include all information that pertains to the claim. No special form is needed. We will review the request and notify You of Our decision within 45 business days of receiving the request.

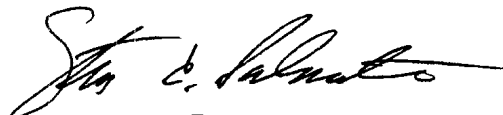
**TERMINATION OF THIS ENDORSEMENT** – This Endorsement will terminate upon the earliest of:

1. The date the Insured dies; or
2. The date the maximum Accelerated Death Benefit is paid; or
3. The Monthly Anniversary following Our receipt of Your written request to terminate this Endorsement; or
4. The date the Policy terminates; or
5. The date You elect a Non-Forfeiture Option under the Policy.

Termination of this Endorsement shall not affect Accelerated Death Benefit Payments for any Qualifying Event that occurred while this Endorsement was in effect.



SECRETARY



President