

**EquiTrust Life Insurance Company®**  
West Des Moines, Iowa 50266

**ACCELERATED DEATH BENEFIT RIDER**

**This Rider will allow the Policy Owner to receive some or all of the Death Benefit prior to the death of the Insured under the conditions specified in this Rider.**

**Death Benefits, policy values, and loan values will be reduced if an Accelerated Death Benefit is paid.**

**This Rider is not long-term care insurance and does not provide long-term care benefits. The payment of the Accelerated Death Benefits under this Rider is not conditioned on the receipt of long-term care or medical services. There is no restriction on the use of the Accelerated Death Benefit proceeds.**

**Terminal Illness Benefits taken under the terms of this Rider are intended for favorable tax treatment under Section 101(g) of the Internal Revenue Code.**

**Chronic Care Benefits up to the per diem limitation, as defined in Section 7702B, are intended for favorable tax treatment under Section 101(g) of the Internal Revenue Code. There may be tax consequences for receiving benefits that exceed the per diem limitation.**

**Prior to electing Accelerated Death Benefits under this Rider, you should seek assistance from a qualified tax adviser.**

**The receipt of Accelerated Death Benefit payments may affect your eligibility for Medicaid or other government benefits or entitlements.**

**Prior to the payment of any Accelerated Death Benefit, any assignee or irrevocable Beneficiary under the Policy must consent in writing to your election of the Rider benefit.**

**There is no charge for this Rider. An Administrative Fee will apply to benefits paid under this rider.**

**This Rider is attached to and made part of the Policy to which it is attached. If any provisions of the Policy conflict with the Rider, the provisions of the Rider will apply. This Rider may be added only at Policy issue.**

**Benefits provided under the terms and conditions of this Rider are described on the following pages.**

## **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.**

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**RIDER DATA PAGE**

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<b>POLICY NUMBER</b>	{12345}
<b>RIDER EFFECTIVE DATE</b>	{1/1/2010}
<b>CHRONIC CARE BENEFIT</b>	{1/60} of the Rider Death Benefit
<b>CHRONIC CARE BENEFIT PERIOD</b>	{60} months
<b>LUMP SUM DISCOUNT FACTORS</b>	
TERMINAL ILLNESS	{95%}
CHRONIC ILLNESS	{75%}
<b>ADMINISTRATIVE FEE</b>	{\$250}

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## 1. GENERAL DEFINITIONS

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**Accelerated Death Benefit** means the advance payment of some or all of the Death Benefit, as of the date we process the Accelerated Death Benefit, to the Policy Owner during the lifetime of the Insured if the Insured becomes Terminally Ill or Chronically Ill after the Rider Effective Date.

**Activities of Daily Living** are:

- (1) Bathing – washing oneself by sponge bath or in either a tub or shower; including the task of getting into or out of the tub or shower;
- (2) Continence – the ability to maintain control of bowel or 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);
- (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 feeding tube or intravenously;
- (5) Toileting – getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; and,
- (6) Transferring – moving into or out of a bed, chair or wheelchair.

**Administrative Fee** means an Administrative Fee as shown on the Rider Data Page. The Administrative Fee will be deducted from the Accelerated Death Benefit prior to determining any benefit payments.

**Chronically Ill** means the Insured who has been certified, within the preceding 12 months, by a Licensed Health Care Practitioner as: 1) being permanently unable to perform, without substantial assistance, at least two of six Activities of Daily Living (ADLs) due to a loss of functional capacity; or 2) requiring substantial supervision to protect the individual from threats to health and safety due to permanent Severe Cognitive Impairment.

**Death Benefit** means, for the purposes of this Rider, the greater of the following two amounts:

- 1) The Face Amount on the date that the Accelerated Death Benefit is processed less any Loan Balance; or
- 2) The greater of the Accumulation Value or the Minimum Guaranteed Cash Value on the date that the Accelerated Death Benefit is processed, multiplied by the Minimum Required Death Benefit Percentage for the Insured's attained Age, sex and Premium Class, less any Loan Balance.

**Hands-On Assistance** means the physical assistance of another person without which the individual would not be able to perform the Activities of Daily Living.

**Immediate Family Member** means a person who is related to the Insured Person or Owner in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild) or grandchild.

**Lump Sum Discount Factor** means an interest adjustment for the advanced payment of elected proceeds, if a lump sum payment is elected. The factor will be based on an annual interest rate that will be no more than the greater of the current yield on 90 day Treasury Bills or the current maximum statutory adjustable policy loan interest rate.

**Licensed Health Care Practitioner** means a physician, registered nurse, licensed social worker or other individual whom the United States Secretary of the Treasury may prescribe by regulation. Licensed Health Care Practitioner does not include: (a) the Insured person or

the Owner; or (b) any Immediate Family Member; or (c) any person who customarily resides in the same household as the Insured Person or the Owner.

**Physician** means a medical doctor within the definition of Section 1861(r)(1) of the Social Security Act who is licensed to practice the healing arts and who is acting within the scope of his or her license. The Physician cannot be the Insured, the Owner, a member of any of their immediate family by blood or marriage, or any person who customarily resides in the same household as the Insured Person or the Owner.

**Policy** means the Policy to which this Rider is attached.

**Rider** means this Accelerated Death Benefit Rider, in its entirety, which is attached to the Policy.

**Rider Effective Date** means the date the Rider becomes effective.

**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.

**Standby Assistance** means the presence of another person, within arm's reach of the Insured, which is necessary to prevent, by physical intervention, the Insured's injury while the Insured is performing an Activity of Daily Living.

**Substantial Assistance** means either Hands-on assistance or Standby Assistance.

**Substantial Supervision** means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to the Insured's health or safety (including, but not limited to, such as threats that may result from wandering.)

**Terminally Ill** means an individual who has been certified by a Physician as having an illness or physical condition which can reasonably be expected to result in death in 12 months or less after the date of certification.

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## 2. BENEFIT PROVISIONS

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### 2.1 Payment of Benefits

The Policy and Rider must be In Force for 30 days before the Policy Owner is eligible to receive any Accelerated Death Benefit payments. The Accelerated Death Benefit amount is fixed at the time that we approve the request for the Death Benefit. Benefits are payable under the provision for which the Insured qualifies and the Owner elects. The payment of the Death Benefit is due immediately upon our receipt and approval of written proof of eligibility.

The Owner may elect to receive the Accelerated Death Benefit as a:

- (a) Lump sum payment; or
- (b) A monthly payment for the Benefit Period specified on the Rider Data Page.

If there is a Policy loan, a payment will be made on the Loan Balance from the proceeds. The amount of this payment will be in the same proportion to the Loan Balance as the amount of the Accelerated Death Benefit is to the Death Benefit. If you elect to accelerate less than 100% of the Death Benefit or if you elect to stop receiving monthly payments, any Death Benefit less Loan Balance remaining will be payable upon death of the Insured.

Prior to electing Accelerated Death Benefits under this Rider, you should seek assistance from a qualified tax adviser.

### 2.2 Terminal Illness Benefit

If the Insured qualifies for benefits under the definition of Terminally Ill, you may elect to accelerate up to 100% of the Death Benefit. The amount accelerated will be multiplied by the Discount Factor, as specified on the Rider Data Page. If you elect to accelerate 100% of the Death Benefit under this provision, the Policy will terminate after the benefit has been paid. The Terminal Illness Benefit is only available as a lump sum payment.

Terminal Illness Benefits taken under the terms of this Rider are intended for favorable tax treatment under Section 101(g) of the Internal Revenue Code.

### 2.3 Chronic Care Benefit

If the Insured qualifies for benefits under the definition of Chronically Ill, you may elect to receive the **monthly benefit** under this provision as specified on the Rider Data Page. You may elect to stop receiving monthly payments at any time.

You may elect to receive the Chronic Care Benefit as a **lump sum**. If you choose a lump sum payment, you may elect to accelerate up to 100% of the Death Benefit. The payment will be multiplied by the Chronic Illness Lump Sum Discount Factor, as specified on the Rider Data Page. If you elect to accelerate 100% of the Death Benefit under this provision, the Policy will terminate after the benefit has been paid.

Chronic Care Benefits up to the per diem limitation, as defined in Section 7702B, are intended for favorable tax treatment under Section 101(g) of the Internal Revenue Code. There may be tax consequences for receiving benefits that exceed the per diem limitation.

### 2.4 Benefit Election

To elect a benefit under this Rider:

- You must request payment of the Rider benefit during the lifetime of the Insured in a written form; and
- You must submit to us written proof that the Insured qualifies for the Rider benefit.
  - (l) If a Licensed Health Care practitioner makes a determination that an insured does not meet the definition of a "chronically ill individual", 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 requirement for a second assessment shall not apply if the initial assessment was performed by a Licensed Health Care practitioner who personally examined the insured.

- (II) The assessments will be performed promptly with the certification completed as quickly as possible to ensure that an Insured's benefits are not delayed. The written certification shall be renewed every 12 months.

You may accelerate more than once on a qualifying event and you may accelerate on more than one qualifying event under this Rider. If at any time you elect to accelerate 100% of the Death Benefit, the Policy will terminate after the benefit has been paid. If you elect a lump sum payment after starting monthly benefits under Section 2.3, monthly benefits will stop.

At our expense, we may require an examination of the Insured by a second Licensed Health Care Practitioner to verify any diagnosis or certification made by the initial Licensed Health Care Practitioner. The second Licensed Health Care Practitioner is chosen by us. You have the right to appeal our decision regarding benefit eligibility.

If you are required by a government agency to use this Rider benefit in order to apply for, obtain, or keep a government benefit or entitlement, then you are not eligible to elect the benefit provided by this Rider.

If you have submitted an election to us and the Insured dies before we make any Rider payment to you, then we will consider the election to be null and void. We will pay the Beneficiary the Death Benefit as provided in the Policy when we receive due proof that the Insured has died.

Once an Accelerated Death Benefit payment has been paid to you, the election cannot be revoked. A payment under this Rider is considered made when sent from our Executive Office.

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### **3. POLICY VALUE ADJUSTMENTS AFTER PAYMENT OF BENEFITS**

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**Chronic Illness Benefit Payment Statement** – Prior to or concurrent with the request for a Chronic Illness benefit, we will send the Owner and any irrevocable beneficiary a statement of demonstrating the effect of the Chronic Illness benefit on the Death Benefit, Premium, Cost of Insurance Charges, and Policy Loans.

When an Accelerated Death Benefit is paid under this Rider:

- The Face Amount, Accumulation Value, the Minimum Accumulation Value, and the Guaranteed Tabular Cash Value will all be reduced in proportion to the Accelerated Death Benefit; and
- A portion of the Loan Balance will be paid from the proceeds in proportion to the amount of Accelerated Death Benefit.

We will amend the Policy Data Page to reflect the new Face Amount after payment of an Accelerated Death Benefit.

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### **4. OTHER RIDER PROVISIONS**

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#### **4.1 Incontestability**

We will not contest the Accelerated Death Benefit after it has been in force during the lifetime of the Insured for two years from its issue date. The Accelerated Death Benefit may only be contested based on a statement made in the application for the benefit, if the statement is

attached to the contract and if the statement was material to the risk accepted or the hazard assumed by us.

**4.2 Nonparticipating**

The Rider is nonparticipating and is not eligible to share in dividends.

**4.3 Nonforfeiture**

This Rider has no Cash Surrender Value or other non-forfeiture benefits.

**4.4 Notice of Claim**

To submit a claim you or someone on your behalf must give written notice of claim to us. Notice given by you or someone on behalf of You at our home office or to any of our authorized agents, with information sufficient to identify the Insured, will be deemed to be notice to us.

**4.5 Claim Forms**

Upon receipt of a notice of claim, we will mail a claim form to You within 15 days. If a claim form is not sent within this 15 period, you will be deemed to have complied with the requirements to receive the Accelerated Death Benefit as to proof of occurrence or proof of loss upon submitting, within the time frame fixed by the Accelerated Death Benefit for filing proof of occurrence or proof of loss, written proof covering the character and the extent of the occurrence or loss.

**4.6 Proof of Loss**

We must receive written proof of loss that an Insured Person is Chronically Ill or Terminally Ill.

**4.7 Physical Examinations**

We reserve the right, at our expense, to examine the insured person when and as often as We may reasonably require during the pending of a claim under this Rider.

**4.8 Entire Contract; Changes**

The Policy to which this Rider is attached, along with this Rider, the Application, and any documents attached thereto by us, shall constitute the entire contract. Only our President, a Vice President or Secretary can change, modify or waive the provisions of the contract.

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**5. RIDER TERMINATION**

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The Rider will terminate:

- If the Death Benefit has been paid in full; or
- If the Policy to which this Rider is attached is terminated.

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Vice President  
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