

SERFF Tracking Number: FDLR-125472134 State: Arkansas  
Filing Company: Fidelity Life Association, A Mutual Legal Reserve Company State Tracking Number: 38070  
Company Tracking Number:  
TOI: L07G Group Life - Whole Sub-TOI: L07G.101 Fixed/Indeterminate Premium - Single Life  
Product Name: AR LTC-TI  
Project Name/Number: /

## Filing at a Glance

Company: Fidelity Life Association, A Mutual Legal Reserve Company  
Product Name: AR LTC-TI SERFF Tr Num: FDLR-125472134 State: ArkansasLH  
TOI: L07G Group Life - Whole SERFF Status: Closed State Tr Num: 38070  
Sub-TOI: L07G.101 Fixed/Indeterminate Co Tr Num: State Status: Disapproved-Closed  
Premium - Single Life  
Filing Type: Form Co Status: Reviewer(s): Linda Bird  
Author: Barbara Mooney Disposition Date: 04/11/2008  
Date Submitted: 02/04/2008 Disposition Status: Disapproved  
Implementation Date Requested: On Approval Implementation Date:  
State Filing Description:

## General Information

Project Name: Status of Filing in Domicile: Pending  
Project Number: Date Approved in Domicile:  
Requested Filing Mode: Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Overall Rate Impact: Group Market Type: Employer, Association  
Filing Status Changed: 04/11/2008 Deemer Date:  
State Status Changed: 04/11/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
Please see cover letter for explanation.

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: FDLR-125472134 State: Arkansas  
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Ciaran Brady, Vice President - Operations Ciaran.Brady@FLA-Life.com  
1211 W 22nd St, Suite 209 (630) 522-0392 [Phone]  
Oak Brook, IL 60523 (630) 522-0397[FAX]

**Filing Company Information**

Fidelity Life Association, A Mutual Legal Reserve Company CoCode: 63290 State of Domicile: Illinois  
1211 W 22nd St. Group Code: 3413 Company Type: Life  
Suite 209  
Oak Brook, IL 60523 Group Name: State ID Number:  
(630) 522-0392 ext. [Phone] FEIN Number: 36-1068685  
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SERFF Tracking Number: FDLR-125472134 State: Arkansas  
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Reserve Company  
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Life  
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## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity Life Association, A Mutual Legal Reserve Company	\$0.00	02/04/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Linda Bird	04/11/2008	04/11/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	02/05/2008	02/05/2008	Barbara Mooney	02/05/2008	02/05/2008

Industry  
Response

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Reviewer	Barbara Mooney	03/24/2008	03/24/2008
Filing Fee	Note To Filer	Linda Bird	03/19/2008	03/19/2008
Filing Fee	Note To Reviewer	Barbara Mooney	03/13/2008	03/13/2008
Filing Fee	Note To Reviewer	Barbara Mooney	03/13/2008	03/13/2008
Filing Fee	Note To Filer	Linda Bird	03/13/2008	03/13/2008
Filing Fee	Note To Reviewer	Barbara Mooney	02/19/2008	02/19/2008
Filing Fee	Note To Filer	Linda Bird	02/19/2008	02/19/2008



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Project Name/Number: /

## Disposition

Disposition Date: 04/11/2008

Implementation Date:

Status: Disapproved

Comment: Our records indicate that we have been holding this submission since February 4, 2008. As of this date the filing fee has not been received. Ted Keating has advised the Department filing will be re-submitted and filing fee sent by EFT. Therefore, we are disapproving your submission today.

Rate data does NOT apply to filing.

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 Product Name: *AR LTC-TI*  
 Project Name/Number: */*

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice		Yes
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Cover Letter		Yes
<b>Supporting Document</b>	Actuarial Memorandum		No
<b>Supporting Document</b>	Readability		Yes
<b>Form</b>	LTC/TI Rider		Yes
<b>Form</b>	LTC/TI Op Benefit		Yes
<b>Form</b>	LTC/TI Disclosure		Yes
<b>Form</b>	Schedule Pages		Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 02/05/2008  
Submitted Date 02/05/2008  
Respond By Date  
Dear Ciaran Brady,

This will acknowledge receipt of the captioned filing.

### Objection 1

- LTC/TI Rider (Form)
- LTC/TI Op Benefit (Form)
- LTC/TI Disclosure (Form)
- Schedule Pages (Form)

Comment: The filing fees were not submitted by EFT on this filing. Please advise if the filing fees will be forwarded by regular mail on this submission? We will hold your filing in a pending status until the fees are received.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/05/2008  
Submitted Date 02/05/2008

Dear Linda Bird,

### Comments:

### Response 1

Comments: A paper check is being produced by our Financial Dept. and will be mailed to your insurance department as soon as it is prepared.

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Thank you.

### **Related Objection 1**

Applies To:

- LTC/TI Rider (Form)
- LTC/TI Op Benefit (Form)
- LTC/TI Disclosure (Form)
- Schedule Pages (Form)

Comment:

The filing fees were not submitted by EFT on this filing. Please advise if the filing fees will be forwarded by regular mail on this submission? We will hold your filing in a pending status until the fees are received.

### **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Barbara Mooney

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**Note To Reviewer**

**Created By:**

Barbara Mooney on 03/24/2008 10:57 AM

**Subject:**

Filing Fee

**Comments:**

Good Morning,

I have placed your filing fee in the mail today. Along with this check I have included a brief cover letter with the SERFF tracking number, State Tracking number as well as the letter being addressed directly to you, Ms. Bird. Thank you very much for the patience and assistance thus far.

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Project Name/Number: /

**Note To Filer**

**Created By:**

Linda Bird on 03/19/2008 08:23 AM

**Subject:**

Filing Fee

**Comments:**

No record of the check at the department. Please issue stop payment and forward new check on this submission.

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Project Name/Number: /

**Note To Reviewer**

**Created By:**

Barbara Mooney on 03/13/2008 01:06 PM

**Subject:**

Filing Fee

**Comments:**

Is there a possibility that the check was delivered to the Arkansas Department of Insurance but was not delivered to your department? I just want to make sure that this fee is not in limbo somewhere at the Department of Insurance. If you could see if that is a possibility that would be a great help, and if it is not somewhere to be found on your end then I will have to ask for a stop payment and a new check to be produced.

Thanks.

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Project Name/Number: /

**Note To Reviewer**

**Created By:**

Barbara Mooney on 03/13/2008 12:59 PM

**Subject:**

Filing Fee

**Comments:**

I am very sorry that you have not received our Filing Fee yet. It was mailed mid-February and we have not received it back. I will request that our financial department cut another check for this filing and will send it out immediately after it is produced.

Thank you for your patience on this matter.

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Project Name/Number: /

**Note To Filer**

**Created By:**

Linda Bird on 03/13/2008 08:53 AM

**Subject:**

Filing Fee

**Comments:**

Our records indicate that we have been holding this filing since February 5, 2008. The Department was advised on February 19, 2008 "You should be receiving the fee very soon, it was mailed at the end of last week." As of this date we have not received this check. Please advise.

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Life  
Product Name: AR LTC-TI  
Project Name/Number: /

**Note To Reviewer**

**Created By:**

Barbara Mooney on 02/19/2008 09:55 AM

**Subject:**

Filing Fee

**Comments:**

You should be receiving the fee very soon, it was mailed at the end of last week.

SERFF Tracking Number: FDLR-125472134 State: Arkansas  
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Reserve Company  
Company Tracking Number:  
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Life  
Product Name: AR LTC-TI  
Project Name/Number: /

**Note To Filer**

**Created By:**

Linda Bird on 02/19/2008 09:45 AM

**Subject:**

Filing Fee

**Comments:**

Please be advised the Department has not received your check on the filing submitted on 2/4/08.

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## Form Schedule

### Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	W3P07C	Policy/Cont	LTC/TI Rider ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0	W3P07Crd.pdf
	W3007C	Policy/Cont	LTC/TI Op Benefit ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0	W3007C Opt Ben.pdf
	W3D07C	Policy/Cont	LTC/TI Disclosure ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0	ltc and ti disclosure.pdf
	WC300	Schedule	Schedule Pages Pages	Initial		0	LTC-TI Schdeule.pdf

# FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY

## ACCELERATED DEATH BENEFIT FOR LONG TERM CARE AND TERMINAL ILLNESS RIDER

*This benefit is available to Certificate Holders as an Optional Benefit upon payment of premium.*

Please read your Rider carefully. This Rider provides the following two types of Accelerated Death Benefits: (A) Accelerated Death Benefit for Long Term Care and (B) Accelerated Death Benefit for Terminal Illness.

**TAX QUALIFICATION NOTICE:** The Accelerated Benefits offered under this Rider are 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 Policy 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 Policy to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Rider or The Policy to any applicable changes in such tax qualification requirements. We will send The Policyholder a copy of any such amendment. Whether any tax liability may be incurred when benefits are paid under this Rider could depend on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. Tax laws relating to Accelerated Benefits are complex. Certificate Holders are advised to consult with a qualified tax advisor about circumstances under which they could receive Accelerated Benefits excludable from income under federal law.

Receipt of an Accelerated Benefit may affect the Certificate Holder and the Certificate Holder's spouse or family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. Certificate Holders are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect his or her spouse and his or her family's eligibility for public assistance.

**NOTICE TO BUYER:** This Rider may not cover all of the costs associated with long term care incurred by the Insured during the period of coverage. We advise You to carefully review all the limitations of this Rider as well as those of The Policy to which it is attached in relation to the costs of long term care.

**NOTICE TO PERSONS ELIGIBLE FOR MEDICARE:** This is not a Medicare Supplement Rider. If the Insured is eligible for Medicare, You should ask to review a copy of the Medicare Supplement Buyer's Guide. You can get a copy of this guide by calling Fidelity Life at the number below.

**Benefit Effective Date:** This Rider will be effective on the Coverage Date shown on the Schedule page. The termination date of this rider will be shown on the Schedule Page. Coverage under this Rider will not be in effect unless the coverage to which it is attached becomes effective.

**Death Benefits, Surrender Values, and Loan Values, if any, will be reduced if an Accelerated Death Benefit is paid.** The Accelerated Death Benefit and the related charges, interest, discounts or liens, if applicable, and the balance of the death benefit provided by The Policy shall constitute full settlement on maturity or death of the Insured as provided under The Policy. There will be no maturity payment available at the end of the term period.

**Rider Part of Policy:** This Benefit may become part of the Coverage under this Rider, when elected by You and the required premiums are made. The premiums for this rider will be shown on the Schedule Page. Unless they are not consistent with this Rider, all the provisions of The Policy will apply...

**Rider Benefit:** This Rider will provide You with the option to elect to receive a portion of the Death Benefit provided by The Policy. You can make this election when the Insured becomes eligible for benefits. The Insured must be certified as Terminally Ill to qualify for a Terminal Illness Benefit. The Insured must be certified as Chronically Ill and be confined to a Nursing or Assisted Living Facility or be receiving Home Health or Adult Day Care to qualify for a Long Term Care Benefit. All other conditions outlined in this Rider must also be met.

### **Where to Get More Information, Correct Information on the Enrollment Form, or Make a Complaint:**

The Certificate Holder can contact Us by writing to Us at our Administrative Office at 17 Church St., Keene, NH 03431 or call 1-877-352-3303

**Guaranteed Renewable:** As long as You pay the premium on time and Coverage under this Rider is in force, it is renewable, subject to the Rider's terms. We can't change the terms of this Rider, but We can increase the premium up to the guaranteed maximums. The current and guaranteed maximum premiums are shown on the Schedule Page. Any change in premium will be made on the Coverage anniversary date. New premiums will be based on the Insured's age and Premium Class on the Rider's Coverage Date. We must notify You at least 45 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

We can only change premiums if We change them on all Riders on this form in the state where the Rider was issued. We won't change premiums solely because of claims made under this Rider, because of increased age or change in mental or physical health. While this Rider is in force, We cannot change any of its provisions, cancel it, or refuse renewal.

## DEFINITIONS

The definitions contained in The Policy and the definitions outlined below will apply to this Rider.

**Activities of Daily Living** can be defined as an activity that occurs every day. Each of the activities that are listed below are considered an Activity of Daily Living:

1. **Bathing:** The Insured's ability to wash himself/herself by sponge bath; or in either a tub or shower. This will include the task of getting into and out of the tub or shower.
2. **Continence:** The Insured's ability to maintain control of their bowel and bladder function. When unable to maintain control of bowel or bladder function, the Insured must have the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
3. **Dressing:** The Insured's ability to put on and take off all of their clothing and any required braces, fasteners or artificial limbs.
4. **Eating:** The Insured's ability to feed him or herself by getting food into his/her body from a receptacle (such as a plate, cup or table) or through a feeding tube or through intravenous means.
5. **Toileting:** The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform the necessary personal hygiene.
6. **Transferring:** The Insured's ability to move into or out of a bed, chair or wheelchair.

**Adult Day Care** means a program of social and/or health-related services provided on a less than 24-hour-a-day basis. Adult Day Care must be provided in an Adult Day Care Center. The purpose of the program must be to support frail or impaired elderly, or other disabled adults who can benefit from care in a group setting outside the Home.

**Adult Day Care Center** means a facility, or part of a facility that provides Adult Day Care. The Adult Day Care Center must be licensed or certified to provide such services, if required by the jurisdiction in which the Adult Day Care Center is located.

**Assisted Living Facility** means a facility that will provide on-going care and services to the Insured. This care and the service provided must meet all of the conditions outlined below.

1. The Facility must be licensed or certified to provide the on-going care and related services. Licensing or certification will be required based on the laws of the state where the facility is located; and
2. The Facility must provide twenty-four (24) hour a day care. Services must be sufficient to support the needs resulting from the Insured's inability to perform Activities of Daily Living or from Severe Cognitive Impairment; and
3. The Facility must have a trained employee on duty at all times. The employee must be awake and ready to provide care; and
4. The Facility must provide three meals per day. The facility must be able to accommodate special dietary needs; and
5. The Facility must have written agreements in place that will provide the Residents with the medical care that will be needed in case of an emergency. If not, it must ensure that the Residents will receive medical care in case of an emergency. A Physician or Registered Nurse must provide the medical care; and
6. The facility must have methods and procedures in place that will help the residents administer the medications that have been prescribed to them.

**The entities listed below do not qualify as an Assisted Living Facility:**

1. a Hospital; or
2. a facility that is operated mainly for the treatment and care of:
  - (a) mental, nervous, psychotic or psychoneurotic deficiencies or disorders;
  - (b) or tuberculosis;
  - (c) or alcoholism;
  - (d) or drug addiction;
  - (e) or rehabilitation;
  - (f) or occupational therapy.

If the Insured is confined to an Assisted Living Facility that meets the requirements outlined in this Rider, the Insured will be eligible for benefits under this Rider.

**Chronically Ill Individual** means an Insured who has been certified by a Licensed Health Care Practitioner as:

1. being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living (Bathing, Continence, Dressing, Eating, Toileting, and Transferring) for a period of 90 days; **or**
2. the Insured must have a Severe Cognitive Impairment that requires Substantial Supervision to protect him/her from threats to his or her health and safety.

Certification by the Licensed Health Care Practitioner of the Chronically Ill Insured must occur at least once every 12 months.

**Confined or Confinement** means that the Insured is required to stay in a bed and is physically placed within a licensed Nursing or Assisted Living Facility. This confinement will be as an overnight resident patient.

**Elimination Period** means the number of days that the Insured must meet the Conditions of Eligibility for Long Term Care. There will be no Long Term Care benefits paid during this period. The Elimination Period will start from the first day that the Insured is certified by a Licensed Health Care Practitioner as: (1) being Unable to Perform without substantial Human Assistance at least two Activities of Daily Living; or (2) having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety. The Elimination Period for the Long Term Care benefit will be shown in the Schedule Page. The Elimination Period only needs to be satisfied once during the Insured's lifetime. There is no Elimination Period for the Terminal Illness benefit.

**Home** is defined as any place where the Insured lives. Home does not mean a Nursing Facility, Assisted Living Facility, Alzheimer's facility, Hospital, hospice facility, congregate care, or any other similar residential care facility.

**Home Health Care Agency** means an agency or organization that provides care and services in the Insured's Home and meets all of the following criteria:

1. It is, where required, licensed, certified, and/or accredited as a Home Health Care Agency; and
2. It provides Home Health Care services; and
3. It is, where required by its licensure, certification and/or accreditation, supervised by a Registered Professional Nurse or a Licensed Social Worker; and
4. It has employees who have appropriately specialized training; and
5. It keeps Plan of Care records, including Physician's orders where appropriate, on all patients; and
6. If providing Home Health Care services, it keeps clinical records on all patients.

**Home Health Care** is defined as a program of professional, para-professional or skilled care that is provided by or through a Home Health Care Agency. The Home Health Care must be provided in the Insured's Home. Home Health Care will include the following types of care: nursing services; physical therapy, occupational therapy, speech therapy, respiratory therapy, audiology services; and medical social services by a social worker or social work assistant.

**Hospital** is defined as an institution which:

1. is licensed as a Hospital and is operating within the scope of its license; and
2. is accredited as a Hospital by the Joint Commission on Accreditation of Health Care Organizations, or by the American Osteopathic Association; and
3. is primarily and continuously engaged in providing or operating medical, diagnostic and major surgical facilities which are located either on the Hospital's premises or in facilities controlled by such Hospital; and
4. is under the supervision of a duly licensed Physician; and

5. provides medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
6. provides 24-hour nursing service by or under the supervision of a Registered Professional Nurse.

**Hospital does not mean a place that is operated mainly for: rest; convalescence; care of the aged; custodial care; treatment and care of mental disorders, tuberculosis, alcoholism, or drug addiction; rehabilitation; or occupational therapy.**

**Immediate Family** is defined as the Insured's or Your spouse, child, brother, sister, parent, grandparent or grandchild.

**Insured** means the person who is the Insured under The Policy to which this Rider is attached.

**Licensed Health Care Practitioner** is defined as any Physician, Registered Professional Nurse, or Licensed Social Worker.

**Licensed Social Worker** means a health care professional that is licensed in the state in which he or she practices. The Social Worker must be practicing within the scope of their license. A Licensed Social Worker does **not** include a member of the Insured's or Your Immediate Family. A Licensed Social Worker does **not** include anyone who resides in the Insured's or Your Home or residence.

**Monthly Accelerated Death Benefit Amount** means the maximum amount that We will pay in any one calendar month. The Insured must be confined in a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. In addition the Insured must satisfies the terms set forth in the "Conditions on Eligibility for Long Term Care benefits.

**Medicare** means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

**Nursing Facility** means a health care facility or a part of a Hospital or other institution that provides such services. The Nursing Facility must meet all of the requirements that are listed below:

1. It operates under a license issued by the appropriate licensing agency to provide nursing care and related services; and
2. It provides, in addition to room and board, 24-hour-a-day nursing care and related services on a continuing inpatient basis, to 6 or more individuals; and
3. It provides on a formal prearranged basis, a Registered Professional Nurse on duty or on call at all times; and
4. It provides, on a formal prearranged basis, that a duly licensed Physician will be available in case of emergency; and
5. It has a planned program of policies and procedures. This planned program was developed with the advice of at least one Physician. In addition, the program is periodically reviewed by at least one Physician; and
6. It maintains a clinical record of each patient.

**Nursing Facility does not mean a Hospital. It does not mean a facility that is operated mainly for the treatment and care of mental, nervous, psychotic or psychoneurotic deficiencies or disorders; or tuberculosis; or drug addiction; or rehabilitation, or occupational therapy.**

**Physician** means an individual who is licensed to practice medicine and treat injury or illness in the state in which treatment is received and who is acting within the scope of that license. A Physician must be someone other than:

1. the Insured; or
2. the Certificate Holder; or
3. a person who lives with the Certificate Holder or the Insured; or
4. a person who is part of the Certificate Holder or the Insured's Immediate Family; or
5. anyone who has an ownership interest in a facility in which the Insured is Confined.

**Plan of Care** means a written individualized plan of services. A Licensed Health Care Practitioner must develop this plan.

**Registered Professional Nurse** means a health care professional that is licensed or registered as a professional graduate nurse by the state in which he or she practices. The Registered Nurse must be practicing within the scope of that license. A Registered Nurse does not include a member of the Insured's or Your Immediate Family. A Registered Nurse does not include anyone who resides in the Insured's or Your Home or residence.

**Rider Month** is the period from the Rider Coverage Date to the first monthly anniversary or from one Rider monthly anniversary to the next. A Rider Month does not include the Rider monthly anniversary day at the end of the Rider Month.

**Severe Cognitive Impairment** means a deficiency in: the Insured's short-term or long-term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Diagnosis must be established by clinical evidence and standardized tests that can accurately measure the Insured's loss. An example of such an Impairment that is covered under this Rider is Alzheimer's disease and other forms of senility, senile dementia and irreversible dementia.

**Substantial Human Assistance** is defined as actual hands-on assistance that is provided by another individual.

**Substantial Supervision** means continuous, arms-length supervision. This includes, but is not limited to, verbal cueing by another individual to protect the Insured from harming himself/herself or others, or from threats to the Insured's health and safety.

**Terminally Ill** means the Insured has a life expectancy of 12 months or less due to an illness or physical condition.

**Unable to Perform** an Activity of Daily Living means that the Insured cannot perform an activity without Human Assistance, even if the Insured uses some equipment.

**Waiting Period** means the Waiting Period shown on the Schedule Page. The Waiting Period starts on the Rider Coverage Date. Long Term Care benefits will not be paid for any sickness condition or Plan of Care that begins during the Waiting Period. There is no Waiting Period for accidents.

**You or Your** refer to the Certificate Holder.

### **ACCELERATED DEATH BENEFIT FOR LONG TERM CARE**

The Long Term Care benefit of this Rider will allow You the option to elect to receive a portion of the Death Benefit provided by The Policy. The Long Term Care benefit amount is shown on the Schedule Page. The option to receive a portion of the death benefit can be made when the Insured becomes eligible for benefits. To qualify for benefits, the Insured must be certified as a Chronically Ill Individual. The Insured must also be confined to a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. In addition, the following Rider conditions for Long Term Care must be met.

### **CONDITIONS ON ELIGIBILITY FOR PAYMENT OF LONG TERM CARE RIDER BENEFITS**

We will pay You the applicable Rider benefit as stated below, subject to all of the following conditions:

1. The Insured:
  - a. must be confined to a Nursing or Assisted Living Facility. The confinement must begin while this Rider is in force; or
  - b. receives Home Health Care services that are provided by a Home Health Care Agency. The Insured must receive a minimum of [8] Home Health Care visits during each Rider Month and while this Rider is in force; or
  - c. receives Adult Day Care that is provided in an Adult Day Care Center. The Insured must have a minimum of [8] Adult Day Care visits during each Rider Month and while this Rider is in force; and
2. Confinement and Home Health Care or Adult Day Care services must be included in the Insured's Plan of Care; and
3. the Insured is a Chronically Ill Individual; and
4. the Insured must satisfy the Elimination Period; and
5. the Waiting Period has been met; and
6. the Coverage provided to the Insured by The Policy to which this Rider is attached is in force; and
7. all irrevocable beneficiaries and assignees have signed the written request for this benefit.

### **LONG TERM CARE RIDER BENEFITS**

**Monthly Accelerated Death Benefit for Confinement:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits that are described in this Rider, We will pay You the benefit amount for Confinement. We will pay the benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Monthly Accelerated Death Benefit for Home Health Care or Adult Day Care:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits, we will pay You the benefit amount. We will pay this benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Remaining Accelerated Death Benefit Amount:**

The Monthly Accelerated Benefit may not be larger than the Remaining Accelerated Death Benefit Amount. The Remaining Accelerated Death Benefit Amount equals:

1. the current death benefit on the life of the Insured provided by The Policy; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit paid to You under this Rider; less
4. the total of all previous Monthly Accelerated Death Benefit Amounts paid to You for Long Term Care benefits under this Rider.

The current death benefit as used here does not include accidental death benefits or life insurance provided by other Riders.

**Monthly Accelerated Death Benefits Under Paid Up Options:** If premiums for The Policy and this Rider terminate resulting in a remaining paid-up life insurance death benefit under The Policy, Long Term Care Monthly benefits may continue to be payable. In order for the benefits to continue, the Insured must meet the Conditions on Eligibility for Long Term Care benefits. These conditions are described in this Rider. When a paid-up life insurance death benefit remains under The Policy, the Remaining Accelerated Death Benefit Amount will equal:

1. the paid-up death benefit on the life of the Insured provided by The Policy; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit that has been paid to You under this Rider; less
4. the total of all previous benefit amounts that have been paid to You for Long Term Care benefits.

The paid-up death benefit as used here does not include accidental death benefits or life insurance provided by other Riders.

**Reduced Benefits Due To Unpaid Coverage Loans:** We will require that a portion of any outstanding loan be deducted from the benefit payment. The portion of the outstanding loan will equal the outstanding unpaid loan multiplied by the ratio of the benefit payment to the Remaining Accelerated Death Benefit Amount plus any Lien.

**Waiver of Premium:** For as long as the Insured is eligible for benefits, We will waive the premiums due for the Coverage provided by The Policy. This will include the premiums for Optional Benefits attached to the Certificate.

**ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

The Terminal Illness benefit of this Rider will allow You with the option to elect to receive a portion of the Death Benefit provided by The Policy. The Death Benefit will be shown in the Schedule Page. The option to receive a portion of the Death Benefit can be made when the Insured becomes Terminally Ill and the following Rider conditions for Terminal Illness are met.

**CONDITIONS ON ELIGIBILITY FOR PAYMENT OF TERMINAL ILLNESS RIDER BENEFIT**

We will pay You the applicable Rider benefit as stated below, subject to all of the following conditions:

1. this benefit is subject to the terms and conditions of The Policy; and
2. You must provide us with certification by a Physician that the Insured is Terminally Ill. The Company reserves the right to obtain a second medical opinion. We will pay the cost for the second opinion. If there is a conflict of opinions, a third diagnosis will be obtained by a physician acceptable to both You and Us. This diagnosis will be binding on both You and the Company; and
3. the Insured's Coverage under The Policy must have been in force for 2 years from the Coverage Date or 2 years from the date of last reinstatement, if any, whichever is later.
4. You need to request the Benefit for Terminal Illness in writing; and
5. all irrevocable beneficiaries and assignees must sign the written request for this benefit; and
6. the Coverage provided by The Policy has not lapsed due to nonpayment of premium.

## CERTIFICATE HOLDER'S RIGHTS

The request for payment of a Terminal Illness benefit is voluntary. This benefit is not intended to allow any third party to cause You to involuntarily reduce the Coverage Proceeds that may be payable to the beneficiary. Any election forced by creditors or government agencies will be honored only if it is required by law.

### TERMINAL ILLNESS RIDER BENEFIT

The maximum benefit for Terminal Illness, which may be elected by You, is the lesser of 1 and 2:

1. 50% of the Death Benefit minus all previous benefits paid under this Rider to You. This is determined as of the date proof of life expectancy is received; or
2. \$100,000.

The minimum benefit amount for Terminal Illness, which may be elected by You, is \$1,000.

The total benefit for Terminal Illness available under all coverage issued by Fidelity Life Association on the life of the Insured is \$100,000.

**Lien:** We will treat the benefit for Terminal Illness payment as a lien against the Coverage provided by The Policy. No interest will accrue on this lien.

If Coverage under The Policy lapses for nonpayment of premium and the Lien is used to reduce the Net Surrender Value, no repayment of any remaining lien is required.

If Coverage under the Policy terminates and the Remaining Accelerated Death benefit is equal to or less than zero, no repayment of the Lien is required.

#### Adjustments:

We will charge an administrative fee of not more than the limit set by law, for processing an Accelerated Death Benefit for Terminal Illness. This fee will be deducted from any payment made.

On the monthly Rider anniversary on or next following a Terminal Illness benefit payment to You the premium for this Rider will be reduced by the following amount (1) times (2) divided by (3):

1. The premium for the Rider
2. the Terminal Illness Benefit payment
3. the Current Death Benefit amount before any adjustments for Long Term Care benefits paid to You.

### EFFECT ON THE POLICY BENEFITS IF RIDER BENEFITS ARE PAID

**Adjusted Death Benefit Due to Acceleration:** The current death benefit that is payable at the death of the Insured will be reduced by the total of all previous Long Term Care benefit payments to You. The Death Benefit will further be reduced by any Lien resulting from a Terminal Illness benefit paid to You. If the Insured dies while The Policy is in force, the remaining Death Benefit proceeds will be paid to the Beneficiary. No further payments under this Rider will be made to You.

**Adjusted Surrender Value Due to Acceleration:** Any Surrender Value payable under The Policy will be reduced by an amount equal to (1) multiplied by (2):

1. The current death benefit minus the total of all previous Long Term Care Monthly Accelerated Death Benefit Amounts paid;
2. The ratio of the Surrender Value to the current death benefit.

Any Lien resulting from a Terminal Illness benefit payment will reduce the Adjusted Surrender Value, if any, in the following situations:

1. The Surrender of the Coverage for its Net Surrender Value.
2. When the Coverage lapses at the end of its grace period for nonpayment of premium.
3. To determine the Loan Value of the Coverage.

**Adjusted Premiums Due to Acceleration:** While the Insured is eligible for Long Term Care benefits, We will waive the premium due. If the Insured later becomes ineligible for Long Term Care benefits and a Remaining Accelerated Death Benefit Amount is still available, We will reduce the premium due for the Coverage and the benefits for this Rider. The reduced premium will equal (1) multiplied by (2), plus (3):

1. The premium due on the Coverage and the benefits for this Rider;
2. The ratio of the adjusted Death Benefit to the current death benefit for The Policy;
3. The current premium for any other Optional Benefit attached to the Coverage.

The Coverage policy fee will not be reduced.

**Termination of Coverage due to Acceleration:** If the Remaining Accelerated Death Benefit Amount is reduced to zero or less, The Policy and any Riders will terminate with no further benefits payable. This termination can be due to payment of a Long Term Care benefit or due to a reduction in the death benefit provided under The Policy. Termination of Coverage will be subject to the Delay of Termination Due to Scheduled Increase in Future Death Benefits provision.

**Delay of Termination Due to Scheduled Increase in Future Death Benefits:** The Policy and any Riders will not terminate due to the Termination of Coverage due to Acceleration provision if the life insurance Coverage is scheduled for a future guaranteed increase in death benefits with no corresponding increase in premium per the terms of The Policy. In this case, The Policy and this Rider will continue in force until such time that the Remaining Accelerated Death Benefit Amount is increased due to the scheduled increase in death benefits. If the Insured is still eligible for benefits, such payments may resume per the terms of this Rider. During this period, Waiver of Premium or adjusted premiums due to acceleration will continue. The Policy and any Riders will immediately terminate upon the death of the Insured and payment of any adjusted Death Benefit.

**Restriction on Changes to Policy and Riders:** If benefits are being paid for Long Term Care no changes may be made to the Coverage provided by The Policy. Additionally, no changes can be made to any Rider attached to The Policy.

**Effect on Accidental Death Benefit Rider:** As long as the Coverage is in force, any Accidental Death Optional Benefit under the Certificate will not be affected by the acceleration of benefits under this Rider.

**Report Showing Effect of Rider Benefits:** When a benefit payment is paid, We will provide You with a report. This report will show the effect the benefit payment has on the Coverage values.

## EXCLUSIONS

We will not pay Long Term Care benefits if the care received or loss incurred:

1. is due to an intentionally self-inflicted injury, or attempted suicide; or
2. is due to a war or any act of war, declared or undeclared, or service in the armed forces of any country; or
3. is due to a treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency was sustained or acquired at the hands of a Physician, or except while under treatment for an injury or sickness; or
4. is due to the Insured's commission of, or attempt to commit, a felony; or an injury that occurs because of the Insured's involvement in an illegal activity.

We will not pay Long Term Care benefits if the Confinement, Home Health Care service, or Adult Day Care service:

1. is received outside the United States and its territories; or
2. is provided by ineligible providers; or
3. is rendered by members of the Certificate Holder's or the Insured's Immediate Family; or
4. are fully or partially reimbursed by a state or federal worker's compensation plan, Medicare, any other health insurance or other insurance plan, or any other governmental program, except Medicaid; or
5. would not be charged for in the absence of insurance.

We will not pay a Terminal Illness benefit that resulted from:

1. Terminal Illness due to an attempt of suicide while the suicide provision of The Policy is in effect.

## LIMITATIONS

The following limits apply to payment of an Accelerated Death Benefit under this Rider:

1. We will not pay a Long Term Care benefit for Confinement and Home Health Care or Adult Day Care simultaneously, even if the Insured qualifies for both benefits. If the Insured qualifies for both benefits in any month, We will pay the benefit for Confinement.
2. We will not pay any Long Term Care benefit for any sickness condition or Plan of Care that begins during the Waiting Period
3. We will not pay any Long Term Care Benefit before the end of the Elimination Period.
4. We will pay only one benefit payment for Terminal Illness under this Rider.
5. We will not pay any benefit such that the total benefits paid exceed the current death benefit.

## RIDER GENERAL PROVISIONS

**Notice of Claim:** If You would like to claim a benefit, You must notify Us in writing within 30 days of any eligible Confinement, Home Health Care service, or Adult Day Care service. Written notice must be sent to our agent or Us. The notice should include the Insured's name and Certificate Number. If notice cannot reasonably be given within 30 days of a loss, You must send the notice as soon as reasonably possible.

**Claim Forms:** After We receive Notice of Claim, We will send claim forms to You or Your authorized representative within 15 days. If the claim forms are not received within 15 days, We will accept Written Proof of Loss describing the nature and extent of the claim. Such initial and ongoing Written Proof of Loss must be received by Us within the time limit stated in the following paragraph.

**Written Proof of Loss:** We will pay Long Term Care benefits under this Rider after We receive Written Proof of Loss satisfactory to Us. We must receive initial Proof of Loss within 90 days after the Elimination Period expires. If it is not reasonably possible to provide this information within such time, initial Proof of Loss must be submitted as soon as reasonably possible. This initial Proof of Loss can not be received later than one year from the time specified. We will require subsequent Proof of Loss to be submitted periodically while the Insured continues to be eligible to receive benefits under this Rider. Any such periodic Proof of Loss will not be required more frequently than once every 31 days. Any such periodic Proof of Loss due to a chronic illness will not be required more frequently than once every 90 days.

Written Proof of Loss means billing statements, invoices, or payment receipts that will prove that the Insured was Confined or received Home Health Care or Adult Day Care services in accordance with a Plan of Care. Written Proof of Loss will also mean certification by a Physician that the Insured is chronically ill. Examples of Written Proof of Loss include a Physician certification, Plan of Care records, attending Physician reports, medical records; and similar written documentation.

**Physical Examination:** We reserve the right to have a Licensed Health Care Practitioner examine the Insured while a claim is pending to determine the Insured's eligibility for benefits. This examination will be at Our expense. We will use a Licensed Health Care Practitioner of our choosing. If the Licensed Health Care Practitioner We choose provides a different diagnosis of the Insured's condition, We reserve the right to rely it for claim purposes.

**Resolution of Disputes:** In the event that the Licensed Health Care Practitioner We choose provides an assessment of the Insured's condition that conflicts with the Insured's Licensed health Care practitioner's assessment, the company Licensed Health Care Practitioner's opinion will not be binding on You. If there is a disagreement between You and Us, You have the right to mediation or binding arbitration. This mediation or binding arbitration will be conducted by a disinterested third party that has no ongoing relationship with either You or Us. As part of the final decision, the arbitrator shall award the costs of arbitration to one party or the other or may divide the costs equally or otherwise.

**Time of Payment of Claims:** All Long Term Care benefits described in this Rider will be paid monthly as long as We have received Written Proof of Loss satisfactory to Us.

**Payment of Claims:** All Rider benefits will be paid to You, unless You designate a different payee.

**Adjustment of the Death Benefit:** If benefit payments are paid after the Insured has died, but before notification of death has been received by the Company, We will reduce the Death Benefit by the amount of these benefit payments.

**Legal Actions:** No legal action may be brought to recover under this Rider within 60 days after Written Proof of Loss has been provided to Us as required. Also, no legal action may be brought to recover under this Rider more than 3 years from the time Written Proof of Loss is required to be furnished.

**Contestability:** This Rider will be contestable on the same basis as the Coverage under The Policy. This rider will be contestable, during the lifetime of the Insured, for two years from the Benefit Effective Date.

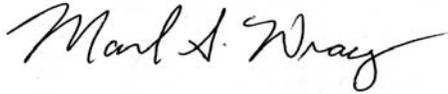
**Suicide:** If the Insured dies by suicide, while sane or insane, within two years from the Benefit Effective Date, the coverage under this Rider will terminate. Any premiums refunded under the Suicide Exclusion provision of The Policy will be reduced by the amount of any accelerated benefits paid under this Rider.

**Termination of Coverage Provided by this Rider:** Coverage provided by this Rider will terminate at the earliest of:

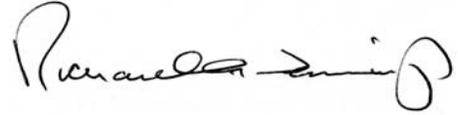
1. The date the Coverage on the Insured matures or terminates for any reason including Termination of Coverage due to Acceleration; or
2. On the Termination Date of this benefit, as shown on the Certificate Schedule Page; or
3. On the date You elect to terminate this Rider.

**Cancellation of this Benefit:** This benefit may be cancelled by a written request from You. The date of cancellation will be the date We receive the written request at our Administrative Office. We will refund a pro rata part of any premium paid for this benefit beyond that date.

**FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY**



*Secretary*



*President*

Fidelity Life Association, A Legal Reserve Life Insurance Company  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523

**Administrative Office**  
Fidelity Life Association  
17 Church Street  
Keene, NH 03431

# FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY

## OPTIONAL ACCELERATED DEATH BENEFIT FOR LONG TERM CARE AND TERMINAL ILLNESS

*This benefit is available to Certificate Holders as an Optional Benefit upon payment of premium.*

Please read your Optional Benefit carefully. This Benefit provides the following two types of Accelerated Death Benefits: (A) Accelerated Death Benefit for Long Term Care and (B) Accelerated Death Benefit for Terminal Illness.

**TAX QUALIFICATION NOTICE:** The Accelerated Benefits offered under this Benefit are 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 Benefit is issued. To that end, the provisions of this Benefit 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 Benefit or the Certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Benefit or the Certificate to any applicable changes in such tax qualification requirements. We will send the Certificate Holder a copy of any such amendment. Whether any tax liability may be incurred when benefits are paid under this Benefit could depend on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. Tax laws relating to Accelerated Benefits are complex. Certificate Holders are advised to consult with a qualified tax advisor about circumstances under which they could receive Accelerated Benefits excludable from income under federal law.

Receipt of an Accelerated Benefit may affect the Certificate Holder and the Certificate Holder's spouse or family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. Certificate Holders are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect his or her spouse and his or her family's eligibility for public assistance.

**NOTICE TO BUYER:** This Benefit may not cover all of the costs associated with long term care incurred by the Insured during the period of coverage. We advise You to carefully review all the limitations of this Benefit as well as those of the Certificate to which it is attached in relation to the costs of long term care.

**NOTICE TO PERSONS ELIGIBLE FOR MEDICARE:** This is not a Medicare Supplement Benefit. If the Insured is eligible for Medicare, You should ask to review a copy of the Medicare Supplement Buyer's Guide. You can get a copy of this guide by calling Fidelity Life at the number below.

**Benefit Effective Date:** This Benefit will be effective on the Coverage Date shown on the Schedule page. The termination date of this Benefit will be shown on the Schedule Page. Coverage under this Benefit will not be in effect unless the coverage to which it is attached becomes effective.

**Death Benefits, Surrender Values, and Loan Values, if any, will be reduced if an Accelerated Death Benefit is paid.** The Accelerated Death Benefit and the related charges, interest, discounts or liens, if applicable, and the balance of the death benefit provided by the Certificate shall constitute full settlement on maturity or death of the Insured as provided under the Certificate. There will be no maturity payment available at the end of the term period.

**Benefit Part of Coverage:** This Benefit may become part of the Coverage under this Benefit, when elected by You and the required premiums are made. The premiums for this Benefit will be shown on the Schedule Page. Unless they are not consistent with this Benefit, all the provisions of the Certificate will apply.

**Benefit:** This Benefit will provide You with the option to elect to receive a portion of the Death Benefit provided by the Certificate and shown in the Certificate Schedule. You can make this election when the Insured becomes eligible for benefits. The Insured must be certified as Terminally Ill to qualify for a Terminal Illness Benefit. The Insured must be certified as Chronically Ill and be confined to a Nursing or Assisted Living Facility or be receiving Home Health or Adult Day Care to qualify for a Long Term Care Benefit. All other conditions outlined in this Benefit must also be met.

### **Where to Get More Information, Correct Information on the Enrollment Form, or Make a Complaint:**

You can contact Us by writing to Us at our Administrative Office at 17 Church St., Keene, NH 03431 or call 1-877-352-3303.

**Guaranteed Renewable:** As long as You pay the premium on time and Coverage under this Benefit is in force, it is renewable, subject to the Benefit's terms. We can't change the terms of this Benefit, but We can increase the premium up to the guaranteed maximums. The current and guaranteed maximum premiums are shown on the Schedule Page. Any change in premium will be made on the Coverage anniversary date. New premiums will be based on the Insured's age and Premium Class on the Benefit's Coverage Date. We must notify You at least 45 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

We can only change premiums if We change them on all Benefits on this form in the state where the Benefit was issued. We won't change premiums solely because of claims made under this Benefit, because of increased age or change in mental or physical health. While this Benefit is in force, We cannot change any of its provisions, cancel it, or refuse renewal.

## DEFINITIONS

The definitions contained in the Certificate and the definitions outlined below will apply to this Benefit.

**Activities of Daily Living** can be defined as an activity that occurs every day. Each of the activities that are listed below are considered an Activity of Daily Living:

1. **Bathing:** The Insured's ability to wash himself/herself by sponge bath; or in either a tub or shower. This will include the task of getting into and out of the tub or shower.
2. **Continence:** The Insured's ability to maintain control of their bowel and bladder function. When unable to maintain control of bowel or bladder function, the Insured must have the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
3. **Dressing:** The Insured's ability to put on and take off all of their clothing and any required braces, fasteners or artificial limbs.
4. **Eating:** The Insured's ability to feed him or herself by getting food into his/her body from a receptacle (such as a plate, cup or table) or through a feeding tube or through intravenous means.
5. **Toileting:** The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform the necessary personal hygiene.
6. **Transferring:** The Insured's ability to move into or out of a bed, chair or wheelchair.

**Adult Day Care** means a program of social and/or health-related services provided on a less than 24-hour-a-day basis. Adult Day Care must be provided in an Adult Day Care Center. The purpose of the program must be to support frail or impaired elderly, or other disabled adults who can benefit from care in a group setting outside the Home.

**Adult Day Care Center** means a facility, or part of a facility that provides Adult Day Care. The Adult Day Care Center must be licensed or certified to provide such services, if required by the jurisdiction in which the Adult Day Care Center is located.

**Assisted Living Facility** means a facility that will provide on-going care and services to the Insured. This care and the service provided must meet all of the conditions outlined below.

1. The Facility must be licensed or certified to provide the on-going care and related services. Licensing or certification will be required based on the laws of the state where the facility is located; and
2. The Facility must provide twenty-four (24) hour a day care. Services must be sufficient to support the needs resulting from the Insured's inability to perform Activities of Daily Living or from Severe Cognitive Impairment; and
3. The Facility must have a trained employee on duty at all times. The employee must be awake and ready to provide care; and
4. The Facility must provide three meals per day. The facility must be able to accommodate special dietary needs; and
5. The Facility must have written agreements in place that will provide the Residents with the medical care that will be needed in case of an emergency. If not, it must ensure that the Residents will receive medical care in case of an emergency. A Physician or Registered Nurse must provide the medical care; and

6. The facility must have methods and procedures in place that will help the residents administer the medications that have been prescribed to them.

**The entities listed below do not qualify as an Assisted Living Facility:**

1. a Hospital; or
2. a facility that is operated mainly for the treatment and care of:
  - (a) mental, nervous, psychotic or psychoneurotic deficiencies or disorders;
  - (b) or tuberculosis;
  - (c) or alcoholism;
  - (d) or drug addiction;
  - (e) or rehabilitation;
  - (f) or occupational therapy.

If the Insured is confined to an Assisted Living Facility that meets the requirements outlined in this Benefit, the Insured will be eligible for benefits under this Benefit.

**Benefit Month** is the period from the Benefit Coverage Date to the first monthly anniversary or from one Benefit monthly anniversary to the next. A Benefit Month does not include the Benefit monthly anniversary day at the end of the Benefit Month.

**Chronically Ill Individual** means an Insured who has been certified by a Licensed Health Care Practitioner as:

1. being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living (Bathing, Contenance, Dressing, Eating, Toileting, and Transferring) for a period of 90 days; **or**
2. the Insured must have a Severe Cognitive Impairment that requires Substantial Supervision to protect him/her from threats to his or her health and safety.

Certification by the Licensed Health Care Practitioner of the Chronically Ill Insured must occur at least once every 12 months.

**Confined or Confinement** means that the Insured is required to stay in a bed and is physically placed within a licensed Nursing or Assisted Living Facility. This confinement will be as an overnight resident patient.

**Elimination Period** means the number of days that the Insured must meet the Conditions of Eligibility for Long Term Care. There will be no Long Term Care benefits paid during this period. The Elimination Period will start from the first day that the Insured is certified by a Licensed Health Care Practitioner as: (1) being Unable to Perform without substantial Human Assistance at least two Activities of Daily Living; or (2) having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety. The Elimination Period for the Long Term Care benefit will be shown in the Schedule Page. The Elimination Period only needs to be satisfied once during the Insured's lifetime. There is no Elimination Period for the Terminal Illness benefit.

**Home** is defined as any place where the Insured lives. Home does not mean a Nursing Facility, Assisted Living Facility, Alzheimer's facility, Hospital, hospice facility, congregate care, or any other similar residential care facility.

**Home Health Care Agency** means an agency or organization that provides care and services in the Insured's Home and meets all of the following criteria:

1. It is, where required, licensed, certified, and/or accredited as a Home Health Care Agency; and
2. It provides Home Health Care services; and
3. It is, where required by its licensure, certification and/or accreditation, supervised by a Registered Professional Nurse or a Licensed Social Worker; and
4. It has employees who have appropriately specialized training; and
5. It keeps Plan of Care records, including Physician's orders where appropriate, on all patients; and
6. If providing Home Health Care services, it keeps clinical records on all patients.

**Home Health Care** is defined as a program of professional, para-professional or skilled care that is provided by or through a Home Health Care Agency. The Home Health Care must be provided in the Insured's Home. Home Health Care will include the following types of care: nursing services; physical therapy, occupational therapy, speech therapy, respiratory therapy, audiology services; and medical social services by a social worker or social work assistant.

**Hospital** is defined as an institution which:

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1. is licensed as a Hospital and is operating within the scope of its license; and
2. is accredited as a Hospital by the Joint Commission on Accreditation of Health Care Organizations, or by the American Osteopathic Association; and
3. is primarily and continuously engaged in providing or operating medical, diagnostic and major surgical facilities which are located either on the Hospital's premises or in facilities controlled by such Hospital; and
4. is under the supervision of a duly licensed Physician; and
5. provides medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
6. provides 24-hour nursing service by or under the supervision of a Registered Professional Nurse.

**Hospital does not mean a place that is operated mainly for: rest; convalescence; care of the aged; custodial care; treatment and care of mental disorders, tuberculosis, alcoholism, or drug addiction; rehabilitation; or occupational therapy.**

**Immediate Family** is defined as the Insured's or Your spouse, child, brother, sister, parent, grandparent or grandchild.

**Insured** means the person who is the Insured under the Certificate to which this Benefit is attached.

**Licensed Health Care Practitioner** is defined as any Physician, Registered Professional Nurse, or Licensed Social Worker.

**Licensed Social Worker** means a health care professional that is licensed in the state in which he or she practices. The Social Worker must be practicing within the scope of their license. A Licensed Social Worker does **not** include a member of the Insured's or Your Immediate Family. A Licensed Social Worker does **not** include anyone who resides in the Insured's or Your home or residence.

**Monthly Accelerated Death Benefit Amount** means the maximum amount that We will pay in any one calendar month. The Insured must be confined in a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. In addition the Insured must satisfy the terms set forth in the "Conditions on Eligibility for Long Term Care benefits.

**Medicare** means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

**Nursing Facility** means a health care facility or a part of a Hospital or other institution that provides such services. The Nursing Facility must meet all of the requirements that are listed below:

1. It operates under a license issued by the appropriate licensing agency to provide nursing care and related services; and
2. It provides, in addition to room and board, 24-hour-a-day nursing care and related services on a continuing inpatient basis, to 6 or more individuals; and
3. It provides on a formal prearranged basis, a Registered Professional Nurse on duty or on call at all times; and
4. It provides, on a formal prearranged basis, that a duly licensed Physician will be available in case of emergency; and
5. It has a planned program of policies and procedures. This planned program was developed with the advice of at least one Physician. In addition, the program is periodically reviewed by at least one Physician; and
6. It maintains a clinical record of each patient.

**Nursing Facility does not mean a Hospital. It does not mean a facility that is operated mainly for the treatment and care of mental, nervous, psychotic or psychoneurotic deficiencies or disorders; or tuberculosis; or drug addiction; or rehabilitation, or occupational therapy.**

**Physician** means an individual who is licensed to practice medicine and treat injury or illness in the state in which treatment is received and who is acting within the scope of that license. A Physician must be someone other than:

1. the Insured; or
2. the Certificate Holder; or
3. a person who lives with the Certificate Holder or the Insured; or
4. a person who is part of the Certificate Holder or the Insured's Immediate Family; or
5. anyone who has an ownership interest in a facility in which the Insured is Confined.

**Plan of Care** means a written individualized plan of services. A Licensed Health Care Practitioner must develop this plan.

**Registered Professional Nurse** means a health care professional that is licensed or registered as a professional graduate nurse by the state in which he or she practices. The Registered Nurse must be practicing within the scope of that license.

A Registered Nurse does not include a member of the Insured's or Your Immediate Family. A Registered Nurse does not include anyone who resides in the Insured's or Your Home or residence.

**Severe Cognitive Impairment** means a deficiency in: the Insured's short-term or long-term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Diagnosis must be established by clinical evidence and standardized tests that can accurately measure the Insured's loss. An example of such an Impairment that is covered under this Benefit is Alzheimer's disease and other forms of senility, senile dementia and irreversible dementia.

**Substantial Human Assistance** is defined as actual hands-on assistance that is provided by another individual.

**Substantial Supervision** means continuous, arms-length supervision. This includes, but is not limited to, verbal cueing by another individual to protect the Insured from harming himself/herself or others, or from threats to the Insured's health and safety.

**Terminally Ill** means the Insured has a life expectancy of 12 months or less due to an illness or physical condition.

**Unable to Perform** an Activity of Daily Living means that the Insured cannot perform an activity without Human Assistance, even if the Insured uses some equipment.

**Waiting Period** means the Waiting Period shown on the Schedule Page. The Waiting Period starts on the Benefit Coverage Date. Long Term Care benefits will not be paid for any sickness condition or Plan of Care that begins during the Waiting Period. There is no Waiting Period for accidents.

**You or Your** refer to the Certificate Holder.

#### **ACCELERATED DEATH BENEFIT FOR LONG TERM CARE**

The Long Term Care benefit will allow You the option to elect to receive a portion of the Death Benefit provided by the Certificate. The Long Term Care benefit amount is shown on the Schedule Page. The option to receive a portion of the death benefit can be made when the Insured becomes eligible for benefits. To qualify for benefits, the Insured must be certified as a Chronically Ill Individual. The Insured must also be confined to a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. In addition, the following conditions for Long Term Care must be met.

#### **CONDITIONS ON ELIGIBILITY FOR PAYMENT OF LONG TERM CARE BENEFITS**

We will pay You the applicable benefit as stated below, subject to all of the following conditions:

1. The Insured:
  - a. must be confined to a Nursing or Assisted Living Facility. The confinement must begin while this Benefit is in force; or
  - b. receives Home Health Care services that are provided by a Home Health Care Agency. The Insured must receive a minimum of [8] Home Health Care visits during each Benefit Month and while this Benefit is in force; or
  - c. receives Adult Day Care that is provided in an Adult Day Care Center. The Insured must have a minimum of [8] Adult Day Care visits during each Benefit Month and while this Benefit is in force; and
2. Confinement and Home Health Care or Adult Day Care services must be included in the Insured's Plan of Care; and
3. the Insured is a Chronically Ill Individual; and
4. the Insured must satisfy the Elimination Period; and
5. the Waiting Period has been met; and
6. the Coverage provided to the Insured by the Certificate to which this Benefit is attached is in force; and
7. all irrevocable beneficiaries and assignees have signed the written request for this benefit.

#### **LONG TERM CARE BENEFITS**

**Monthly Accelerated Death Benefit for Confinement:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits that are described in this Benefit, We will pay You the benefit amount for Confinement. We will pay the benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Monthly Accelerated Death Benefit for Home Health Care or Adult Day Care:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits, we will pay You the benefit amount. We will pay this benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Remaining Accelerated Death Benefit Amount:**

The Monthly Accelerated Benefit may not be larger than the Remaining Accelerated Death Benefit Amount. The Remaining Accelerated Death Benefit Amount equals:

1. the current death benefit on the life of the Insured provided by the Certificate; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit paid to You under this Benefit; less
4. the total of all previous Monthly Accelerated Death Benefit Amounts paid to You for Long Term Care benefits under this Benefit.

The current death benefit as used here does not include accidental death benefits or life insurance provided by other Optional Benefits.

**Monthly Accelerated Death Benefits Under Paid Up Options:** If premiums for the Certificate and this Benefit terminate resulting in a remaining paid-up life insurance death benefit under the Certificate, Long Term Care Monthly benefits may continue to be payable. In order for the benefits to continue, the Insured must meet the Conditions on Eligibility for Long Term Care benefits. These conditions are described in this Benefit. When a paid-up life insurance death benefit remains under the Certificate, the Remaining Accelerated Death Benefit Amount will equal:

1. the paid-up death benefit on the life of the Insured provided by the Certificate; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit that has been paid to You under this Benefit; less
4. the total of all previous benefit amounts that have been paid to You for Long Term Care benefits.

The paid-up death benefit as used here does not include accidental death benefits or life insurance provided by other Optional Benefits.

**Reduced Benefits Due To Unpaid Coverage Loans:** We will require that a portion of any outstanding loan be deducted from the benefit payment. The portion of the outstanding loan will equal the outstanding unpaid loan multiplied by the ratio of the benefit payment to the Remaining Accelerated Death Benefit Amount plus any Lien.

**Waiver of Premium:** For as long as the Insured is eligible for benefits, We will waive the premiums due for the Coverage provided by the Certificate. This will include the premiums for Optional Benefits attached to the Certificate.

**ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

The Terminal Illness benefit will provide You with the option to elect to receive a portion of the Death Benefit provided by the Certificate. The Death Benefit will be shown in the Schedule Page. The option to receive a portion of the Death Benefit can be made when the Insured becomes Terminally Ill and the following Benefit conditions for Terminal Illness are met.

**CONDITIONS ON ELIGIBILITY FOR PAYMENT OF TERMINAL ILLNESS BENEFIT**

We will pay You the applicable benefit as stated below, subject to all of the following conditions:

1. this benefit is subject to the terms and conditions of the Certificate; and
2. You must provide us with certification by a Physician that the Insured is Terminally Ill. The Company reserves the right to obtain a second medical opinion. We will pay the cost for the second opinion. If there is a conflict of opinions, a third diagnosis will be obtained by a physician acceptable to both You and Us. This diagnosis will be binding on both You and the Company; and
3. the Insured's Coverage under the Certificate must have been in force for 2 years from the Coverage Date or 2 years from the date of last reinstatement, if any, whichever is later.
4. You need to request the Benefit for Terminal Illness in writing; and
5. all irrevocable beneficiaries and assignees must sign the written request for this benefit; and
6. the Coverage provided by the Certificate has not lapsed due to nonpayment of premium.

## CERTIFICATE HOLDER'S RIGHTS

The request for payment of a Terminal Illness benefit is voluntary. This benefit is not intended to allow any third party to cause You to involuntarily reduce the Coverage Proceeds that may be payable to the beneficiary. Any election forced by creditors or government agencies will be honored only if it is required by law.

### TERMINAL ILLNESS BENEFIT

The maximum benefit for Terminal Illness, which may be elected by You, is the lesser of 1 and 2:

1. 50% of the Death Benefit minus all previous benefits paid under this Benefit to You. This is determined as of the date proof of life expectancy is received; or
2. \$100,000.

The minimum benefit amount for Terminal Illness, which may be elected by You, is \$1,000.

The total benefit for Terminal Illness available under all coverage issued by Fidelity Life Association on the life of the Insured is \$100,000.

**Lien:** We will treat the benefit for Terminal Illness payment as a lien against the Coverage provided by the Certificate. No interest will accrue on this lien.

If Coverage under the Certificate lapses for nonpayment of premium and the Lien is used to reduce the Net Surrender Value, no repayment of any remaining lien is required.

If Coverage under the Policy terminates and the Remaining Accelerated Death benefit is equal to or less than zero, no repayment of the Lien is required.

#### Adjustments:

We will charge an administrative fee of not more than the limit set by law, for processing an Accelerated Death Benefit for Terminal Illness. This fee will be deducted from any payment made.

On the monthly Benefit anniversary on or next following a Terminal Illness benefit payment to You the premium for this Benefit will be reduced by the following amount (1) times (2) divided by (3):

1. The premium for the Benefit
2. the Terminal Illness Benefit payment
3. the Current Death Benefit amount before any adjustments for Long Term Care benefits paid to You.

### EFFECT ON THE POLICY BENEFITS IF BENEFITS ARE PAID

**Adjusted Death Benefit Due to Acceleration:** The current death benefit that is payable at the death of the Insured will be reduced by the total of all previous Long Term Care benefit payments to You. The Death Benefit will further be reduced by any Lien resulting from a Terminal Illness benefit paid to You. If the Insured dies while the Certificate is in force, the remaining Death Benefit proceeds will be paid to the Beneficiary. No further payments under this Benefit will be made to You.

**Adjusted Surrender Value Due to Acceleration:** Any Surrender Value payable under the Certificate will be reduced by an amount equal to (1) multiplied by (2):

1. The current death benefit minus the total of all previous Long Term Care Monthly Accelerated Death Benefit Amounts paid;
2. The ratio of the Surrender Value to the current death benefit.

Any Lien resulting from a Terminal Illness benefit payment will reduce the Adjusted Surrender Value, if any, in the following situations:

1. The Surrender of the Coverage for its Net Surrender Value.
2. When the Coverage lapses at the end of its grace period for nonpayment of premium.
3. To determine the Loan Value of the Coverage.

**Adjusted Premiums Due to Acceleration:** While the Insured is eligible for Long Term Care benefits, We will waive the premium due. If the Insured later becomes ineligible for Long Term Care benefits and a Remaining Accelerated Death Benefit Amount is still available, We will reduce the premium due for the Coverage and this Benefit. The reduced premium will equal (1) multiplied by (2), plus (3):

1. The premium due on the Coverage and this Benefit;
2. The ratio of the adjusted Death Benefit to the current death benefit for the Certificate;
3. The current premium for any other Optional Benefit attached to the Coverage.

The Coverage policy fee will not be reduced.

**Termination of Coverage due to Acceleration:** If the Remaining Accelerated Death Benefit Amount is reduced to zero or less, the Certificate and any Benefits will terminate with no further benefits payable. This termination can be due to payment of a Long Term Care benefit or due to a reduction in the death benefit provided under the Certificate. Termination of Coverage will be subject to the Delay of Termination Due to Scheduled Increase in Future Death Benefits provision.

**Delay of Termination Due to Scheduled Increase in Future Death Benefits:** The Certificate and any Benefits will not terminate due to the Termination of Coverage due to Acceleration provision if the life insurance Coverage is scheduled for a future guaranteed increase in death benefits with no corresponding increase in premium per the terms of the Certificate. In this case, the Certificate and this Benefit will continue in force until such time that the Remaining Accelerated Death Benefit Amount is increased due to the scheduled increase in death benefits. If the Insured is still eligible for benefits, such payments may resume per the terms of this Benefit. During this period, Waiver of Premium or adjusted premiums due to acceleration will continue. The Certificate and any Benefits will immediately terminate upon the death of the Insured and payment of any adjusted Death Benefit.

**Restriction on Changes to Policy and Benefits:** If benefits are being paid for Long Term Care no changes may be made to the Coverage provided by the Certificate. Additionally, no changes can be made to any Benefit attached to the Certificate.

**Effect on Accidental Death Benefit:** As long as the Coverage is in force, any Accidental Death Optional Benefit under the Certificate will not be affected by the acceleration of benefits under this Benefit.

**Report Showing Effect of Benefits:** When a benefit payment is paid, We will provide You with a report. This report will show the effect the benefit payment has on the Coverage values.

## EXCLUSIONS

We will not pay Long Term Care benefits if the care received or loss incurred:

1. is due to an intentionally self-inflicted injury, or attempted suicide; or
2. is due to a war or any act of war, declared or undeclared, or service in the armed forces of any country; or
3. is due to a treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency was sustained or acquired at the hands of a Physician, or except while under treatment for an injury or sickness; or
4. is due to the Insured's commission of, or attempt to commit, a felony; or an injury that occurs because of the Insured's involvement in an illegal activity.

We will not pay Long Term Care benefits if the Confinement, Home Health Care service, or Adult Day Care service:

1. is received outside the United States and its territories; or
2. is provided by ineligible providers; or
3. is rendered by members of the Certificate Holder's or the Insured's Immediate Family; or
4. are fully or partially reimbursed by a state or federal worker's compensation plan, Medicare, any other health insurance or other insurance plan, or any other governmental program, except Medicaid; or
5. would not be charged for in the absence of insurance.

We will not pay a Terminal Illness benefit that resulted from:

1. Terminal Illness due to an attempt of suicide while the suicide provision of the Certificate is in effect.

## LIMITATIONS

The following limits apply to payment of an Accelerated Death Benefit under this Benefit:

1. We will not pay a Long Term Care benefit for Confinement and Home Health Care or Adult Day Care simultaneously, even if the Insured qualifies for both benefits. If the Insured qualifies for both benefits in any month, We will pay the benefit for Confinement.
2. We will not pay any Long Term Care benefit for any sickness condition or Plan of Care that begins during the Waiting Period
3. We will not pay any Long Term Care Benefit before the end of the Elimination Period.
4. We will pay only one benefit payment for Terminal Illness under this Benefit.
5. We will not pay any benefit such that the total benefits paid exceed the current death benefit.

## BENEFIT GENERAL PROVISIONS

**Notice of Claim:** If You would like to claim a benefit, You must notify Us in writing within 30 days of any eligible Confinement, Home Health Care service, or Adult Day Care service. Written notice must be sent to our agent or Us. The notice should include the Insured's name and Certificate Number. If notice cannot reasonably be given within 30 days of a loss, You must send the notice as soon as reasonably possible.

**Claim Forms:** After We receive Notice of Claim, We will send claim forms to You or Your authorized representative within 15 days. If the claim forms are not received within 15 days, We will accept Written Proof of Loss describing the nature and extent of the claim. Such initial and ongoing Written Proof of Loss must be received by Us within the time limit stated in the following paragraph.

**Written Proof of Loss:** We will pay Long Term Care benefits under this Benefit after We receive Written Proof of Loss satisfactory to Us. We must receive initial Proof of Loss within 90 days after the Elimination Period expires. If it is not reasonably possible to provide this information within such time, initial Proof of Loss must be submitted as soon as reasonably possible. This initial Proof of Loss can not be received later than one year from the time specified. We will require subsequent Proof of Loss to be submitted periodically while the Insured continues to be eligible to receive benefits under this Benefit. Any such periodic Proof of Loss will not be required more frequently than once every 31 days. Any such periodic Proof of Loss due to a chronic illness will not be required more frequently than once every 90 days.

Written Proof of Loss means billing statements, invoices, or payment receipts that will prove that the Insured was Confined or received Home Health Care or Adult Day Care services in accordance with a Plan of Care. Written Proof of Loss will also mean certification by a Physician that the Insured is chronically ill. Examples of Written Proof of Loss include a Physician certification, Plan of Care records, attending Physician reports, medical records; and similar written documentation.

**Physical Examination:** We reserve the right to have a Licensed Health Care Practitioner examine the Insured while a claim is pending to determine the Insured's eligibility for benefits. This examination will be at Our expense. We will use a Licensed Health Care Practitioner of our choosing. If the Licensed Health Care Practitioner We choose provides a different diagnosis of the Insured's condition, We reserve the right to rely it for claim purposes.

**Resolution of Disputes:** In the event that the Licensed Health Care Practitioner We choose provides an assessment of the Insured's condition that conflicts with the Insured's Licensed health Care practitioner's assessment, the company Licensed Health Care Practitioner's opinion will not be binding on You. If there is a disagreement between You and Us, You have the right to mediation or binding arbitration. This mediation or binding arbitration will be conducted by a disinterested third party that has no ongoing relationship with either You or Us. As part of the final decision, the arbitrator shall award the costs of arbitration to one party or the other or may divide the costs equally or otherwise.

**Time of Payment of Claims:** All Long Term Care benefits described in this Benefit will be paid monthly as long as We have received Written Proof of Loss satisfactory to Us.

**Payment of Claims:** All benefits will be paid to You, unless You designate a different payee.

**Adjustment of the Death Benefit:** If benefit payments are paid after the Insured has died, but before notification of death has been received by the Company, We will reduce the Death Benefit by the amount of these benefit payments.

**Legal Actions:** No legal action may be brought to recover under this Benefit within 60 days after Written Proof of Loss has been provided to Us as required. Also, no legal action may be brought to recover under this Benefit more than 3 years from the time Written Proof of Loss is required to be furnished.

**Contestability:** This Benefit will be contestable on the same basis as the Coverage under The Certificate. This Benefit will be contestable, during the lifetime of the Insured, for two years from the Benefit Effective Date.

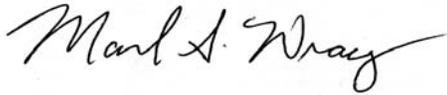
**Suicide:** If the Insured dies by suicide, while sane or insane, within two years from the Benefit Effective Date, the coverage under this Benefit will terminate. Any premiums refunded under the Suicide Exclusion provision of The Certificate will be reduced by the amount of any accelerated benefits paid under this Benefit.

**Termination of Coverage Provided by this Benefit:** Coverage provided by this Benefit will terminate at the earliest of:

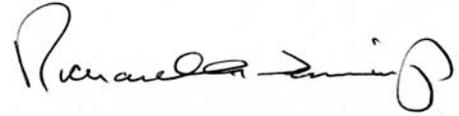
1. The date the Coverage on the Insured matures or terminates for any reason including Termination of Coverage due to Acceleration; or
2. On the Termination Date of this benefit, as shown on the Certificate Schedule Page; or
3. On the date You elect to terminate this Benefit.

**Cancellation of this Benefit:** This benefit may be cancelled by a written request from You. The date of cancellation will be the date We receive the written request at our Administrative Office. We will refund a pro rata part of any premium paid for this benefit beyond that date.

**FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY**



*Secretary*



*President*

Fidelity Life Association, A Legal Reserve Life Insurance Company  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523

**Administrative Office**  
Fidelity Life Association  
17 Church Street  
Keene, NH 03431

**DISCLOSURE UPON THE PURCHASE OF THE OPTIONAL  
ACCELERATED DEATH BENEFIT FOR LONG TERM CARE AND TERMINAL ILLNESS**

This Disclosure is designed to provide You with a summary of the Optional Benefit for which You are applying. The Optional Accelerated Death Benefit For Long Term Care and Terminal Illness form and the Certificate set forth in detail the terms, conditions, limitations and exclusions of the Coverage and Accelerated Death Benefit for Long Term Care and Terminal Illness Rider provided by The Policy. Therefore, if You purchase this coverage, it is important that You **READ YOUR CERTIFICATE OF COVERAGE AND ALL OPTIONAL BENEFITS CAREFULLY.**

If You have any questions or concerns about any benefits or provision of Your Optional Accelerated Death Benefit for Long Term Care and Terminal Illness, please contact Your agent or our Administrative Office at 1-877-352-3303.

**TAX QUALIFICATION NOTICE:** The Accelerated Benefits offered under this Optional Benefit are 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 Optional Benefit is issued. To that end, the provisions of this Optional Benefit 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 Optional Benefit or the Certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Optional Benefit or the Certificate to any applicable changes in such tax qualification requirements. We will send The Policyholder and the Certificate Holder a copy of any such amendment. Whether any tax liability may be incurred when benefits are paid under this Optional Benefit could depend on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. Tax laws relating to Accelerated Benefits are complex. Certificate Holders are advised to consult with a qualified tax advisor about circumstances under which they could receive Accelerated Benefits excludable from income under federal law.

Receipt of an Accelerated Benefit may affect the Certificate Holder and the Certificate Holder's spouse or family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. Certificate Holders are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect his or her spouse and his or her family's eligibility for public assistance.

1. **Description of Benefit:** After our receipt of written proof acceptable to us that the Insured has met the Conditions on Eligibility for Payment of Long Term Care Optional Benefits or a Terminal Illness Optional Benefit, the Certificate Holder may choose to receive a portion of the Death Benefit while the Insured is still alive and while the Certificate and Optional Benefit are in force. We will not pay any Accelerated Death Benefit such that the total paid lifetime benefits exceed the current death benefit Coverage provided under the Certificate.
2. **Conditions On Eligibility For Payment of Long Term Care Optional Benefits:** The Certificate Holder may exercise the Accelerated Death Benefit Option for Long Term Care and receive monthly Optional Benefits, upon all the following conditions being met:
  - (1) The Insured:
    - (a) is Confined in a Nursing or Assisted Living Facility and the confinement begins while the Certificate and Optional Benefit is in force; or
    - (b) receives Home Health Care services that are provided by a Home Health Care Agency. The Insured must receive a minimum of [8] Home Health Care visits during each Benefit Month and while this Benefit is in force; or
    - (c) receives Adult Day Care that is provided in an Adult Day Care Center. The Insured must have a minimum of [8] Adult Day Care visits during each Benefit Month and while this Benefit is in force; and
  - (2) Confinement and Home Health Care or Adult Day Care services must be included in the Insured's Plan of Care; and
  - (3) the Insured is a Chronically Ill Individual; and
  - (4) the Insured must satisfy the Elimination Period; and
  - (5) the Waiting Period has been met; and
  - (6) the Coverage provided to the Insured by the Certificate to which this Benefit is attached is in force; and

(7) all irrevocable beneficiaries and assignees have signed the written request for this benefit.

3. **Conditions On Eligibility For Payment of a Terminal Illness Optional Benefit:** The Certificate Holder may exercise the Accelerated Death Benefit Option for Terminal Illness and receive the applicable Benefit, upon all the following conditions being met:

- (1) The Certificate Holder must provide us with certification by a Physician that the Insured is Terminally Ill; and
- (2) The Insured's Coverage under The Policy has been in force for 2 years from the Coverage Date or 2 years from the date of last reinstatement, if any, whichever is later; and
- (3) The Certificate Holder must make a written request to elect the Accelerated Death Benefit for Terminal Illness; and
- (4) All irrevocable beneficiaries and assignees have signed the written request for this benefit; and
- (5) The Coverage provided by The Policy has not lapsed due to nonpayment of premium.

4. **Definitions:** These are some of the important definitions that will help the Certificate Holder understand the Conditions on Eligibility for Payment of Optional Benefits. Please review the Optional Benefit for further information.

**Activities of Daily Living** means activities that occur every day. For the purposes of this Optional Benefit, each of the following six (6) activities is considered an Activity of Daily Living:

Bathing: The Insured's ability to wash himself/herself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower.

Continence: The Insured's 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 catheter or colostomy bag).

Dressing: The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating: The Insured's ability to feed himself or herself by getting food into his/her body from a receptacle (such as a plate, cup or table) or by a feeding tube or through intravenous means.

Toileting: The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.

Transferring: The Insured's ability to move into or out of a bed, chair or wheelchair.

**Chronically Ill Individual** means an Insured who has been certified by a Licensed Health Care Practitioner as:

- (a) being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living (Bathing, Continence, Dressing, Eating, Toileting, and Transferring) for a period of at least 90 days; **or**
- (b) the Insured has a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety.

**Elimination Period** means the number of days that the Insured must meet the Conditions of Eligibility for Long Term Care. There will be no Long Term Care benefits paid during this period. The Elimination Period will start from the first day that the Insured is certified by a Licensed Health Care Practitioner as: (1) being Unable to Perform without substantial Human Assistance at least two Activities of Daily Living; or (2) having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety. The Elimination Period for the Long Term Care benefit will be shown in the Schedule Page. The Elimination Period only needs to be satisfied once during the Insured's lifetime. There is no Elimination Period for the Terminal Illness benefit.

**Severe Cognitive Impairment** means a deficiency in: the Insured's short-term or long-term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Diagnosis must be established by clinical evidence and standardized tests that can accurately measure the Insured's loss. An example of such an Impairment that is covered under this Benefit is Alzheimer's disease and other forms of senility, senile dementia and irreversible dementia.

**Terminally Ill** means the Insured has a life expectancy of 12 months or less due to an illness or physical condition.

**Waiting Period** means the Waiting Period shown on the Schedule Page. The Waiting Period starts on the Benefit Coverage Date. Long Term Care benefits will not be paid for any sickness condition or Plan of Care that begins during the Waiting Period. There is no Waiting Period for accidents.

5. **Benefits under the Optional Accelerated Death Benefit for Long Term Care.**

There are two types of Monthly Benefits under this Optional Benefit:

**Monthly Benefits for Confinement:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits that are described in this Benefit, We will pay You the benefit amount for Confinement. We will pay the benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Monthly Benefit for Home Health Care or Adult Day Care:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits, we will pay You the benefit amount. We will pay this benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**The Remaining Accelerated Death Benefit Amount** equals the current death benefit provided by the Certificate, less any outstanding loan, any Terminal Illness lien and the total of all previous Monthly Accelerated Death Benefit Amounts paid under this Optional Benefit to the Certificate Holder.

The current death benefit as used here does not include accidental death benefits, life insurance provided by other optional benefits.

We will deduct a proportional repayment of any outstanding loan from the Monthly Accelerated Death Benefit Amount.

**The Following limits** apply to payments of Accelerated Death Benefits for Long Term care:

- Benefits will not be paid for Confinement and Home Health Care /Adult Day Care simultaneously even if the Insured otherwise qualifies for both benefits. If the Insured qualifies for both benefits, we will pay only one benefit, whichever is higher.
- We will not pay any Long Term Care benefit for any sickness condition or Plan of Care that begins during the Waiting Period.
- We will not pay any Long Term Care benefit before the end of the Elimination Period.

6 **Benefits under the Optional Accelerated Death Benefit for Terminal Illness.**

The Certificate Holder may choose the amount of the Terminal Illness benefit subject to the following maximum:

The lessor of:

- i. 50% of the current death benefit minus all previous Long Term Care Monthly Accelerated Death Benefit amounts paid under the Optional benefit to the Certificate Holder as of the date proof of life expectancy is received; or
- ii. \$100,000

The minimum benefit for Terminal Illness is \$1,000.

We have a right under the Optional Benefit to charge an administrative fee for processing an Accelerated Death Benefit for Terminal Illness. The maximum amount of the fee we will charge the Certificate Holder is [\$150]. It will be deducted from the Terminal Illness payment made.

**The Following limits** apply to payments of an Accelerated Death Benefit for Terminal Illness

- We will only pay one Accelerated Death Benefit payment for Terminal Illness under the Optional Benefit.

7 **Premiums:** Premiums for this benefit vary by the Insured's Issue Age and Premium Class. Current premiums may be changed but cannot exceed the guaranteed maximum premium shown on the Certificate Schedule. Current and Guaranteed Premiums are shown on the Certificate Schedule page. We will notify the Certificate Holder at least 45 days before changing the Premium. The Premium for this Optional Benefit will be reduced proportionately after a Terminal Illness benefit payment is made.

8 **Waiver Premiums:** While Acceleration Benefits for Long Term Care are paid, premiums for the Coverage provided by the Certificate will be waived.

9 **Impact on Certificate Values:** The Death Benefit, Surrender Value, Paid Up Insurance, Reduced Paid Up Insurance and Certificate loan values, if any will be reduced if an Optional Benefit is paid.

**Illustrative Example** of the effect of exercising the Accelerated Death Benefit Option's Long Term Care benefit based on the Monthly Long Term Care Accelerated Death Benefit of \$1,000 that is shown on the Certificate Schedule:

	Before Accelerated Benefit	After One Month Accelerated Benefit
Accelerated Death Benefit	\$ 0	\$ 1,000
Death Benefit	25,000	24,000
Surrender value	600	576
Reduced paid up death benefit*	1,984	1,904
Remaining Accelerated Death Benefit	24,750	23,760
Outstanding Loan Balance	250	240
Net Accelerated Death Benefit payment	0	990
Planned Periodic Premium (Monthly)	52.22	50.50**
Amount Available for Additional Loan	350	336
TI Lien	0	0

\* As applicable for the Coverage to which this Optional Benefit is attached. Reduced paid up death benefits are provided upon termination of premium payments.

\*\*While Acceleration Benefits for Long Term Care are paid, Premium for Coverage provided by the Certificate will be waived.

**Illustrative Example** of the effect of exercising the Accelerated Death Benefit Option's Terminal Illness benefit based on the Certificate Death Benefit of \$25,000 and a 25% Accelerated Death Benefit of \$6,250 is elected. An administrative fee of \$150 is charged for this election:

	Before Accelerated Benefit	Immediately After Terminal Illness Benefit Paid	After One Year Accelerated Benefit
Accelerated Death Benefit	\$ 0	\$ 6,250	\$ 6,250
Death Benefit	25,000	18,750	18,750
Surrender value	600	0	0
Reduced paid up death benefit	1,984	0	0
Remaining Accelerated Death Benefit	24,750	18,500	18,482.50
Outstanding Loan Balance	250	250	267.50
Net Accelerated Death Benefit payment	0	6,100	6,100
Planned Periodic Premium (Monthly)	52.22	51.07**	51.07**
Amount Available for Additional Loan	350	0	0
TI Lien	0	6,250	6,250*

\* No interest will accrue on the TI lien.

\*\* Optional Accelerated Death Benefit for Long term Care and Terminal Illness premium reduced due to Terminal Illness benefit payment

**Exclusions:** We will not pay Long Term Care benefits if the care received or loss incurred:

- is due to an intentionally self-inflicted injury, or attempted suicide; or
- is due to a war or any act of war, declared or undeclared, or service in the armed forces of any country; or
- is due to a treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency was sustained or acquired at the hands of a Physician, or except while under treatment for an injury or sickness; or
- is due to the Insured's commission of, or attempt to commit, a felony; or an injury that occurs because of the Insured's involvement in an illegal activity.

We will not pay Long Term Care benefits if the Confinement, Home Health Care service, or Adult Day Care service:

- is received outside the United States and its territories; or
- is provided by ineligible providers; or
- is rendered by members of the Certificate Holder's or the Insured's Immediate Family; or
- are fully or partially reimbursed by a state or federal worker's compensation plan, Medicare, any other health insurance or other insurance plan, or any other governmental program, except Medicaid; or
- would not be charged for in the absence of insurance.

We will not pay a Terminal Illness benefit that resulted from:

- Terminal Illness due to an attempt of suicide while the suicide provision of the Certificate is in effect.

Acknowledgment:

I acknowledge that I have read this Disclosure and understand that if I exercise the Optional Accelerated Death Benefit, any Beneficiary I designate may receive either a reduced Death Benefit or no Death Benefit at all. If the entire Death Benefit is paid out as an Accelerated Death Benefit prior to the Insured's death, the Beneficiary I designate may receive no Death Benefit.

Date	Certificate Holder's Signature

CERTIFICATE SCHEDULE  
LIFETIME BENEFIT TERM INSURANCE

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INSURED:	JOHN DOE	EXPIRY DATE:	MAR 01, 2066
CERTIFICATE HOLDER:	JOHN DOE	FACE AMOUNT:	50,000
ISSUE AGE:	35 MALE	GUARANTEED DEATH BENEFIT TO AGE [70]:	50,000
RATE CLASS:	[NON-NICOTINE]	REDUCED GUARANTEED DEATH BENEFIT AFTER AGE [70]:	25,000
DATE OF ISSUE:	MAR 01, 2001	VESTING PERIOD:	[5 YEARS]
COVERAGE DATE:	MAR 01, 2001		
CERTIFICATE NUMBER:	08WS000001		

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BENEFICIARY: AS STATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED

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ANNUAL PREMIUM: \$550.00  
PLANNED PERIODIC PREMIUM: \$45.83 (MONTHLY)\*

\*THE PLANNED PERIODIC PREMIUM SHOWN ABOVE INCLUDES THE PREMIUM FOR ANY OPTIONAL BENEFITS, WHICH MAY BE ATTACHED TO THIS COVERAGE. THE ANNUAL PREMIUM IS GUARANTEED NOT TO INCREASE FOR THE COVERAGE DURATION. PREMIUMS ARE PAYABLE TO AGE 100.

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OPTIONAL BENEFITS

BENEFIT	AMOUNT	ANNUAL	COVERAGE DATE	EXPIRY DATE
PREMIUM				

CERTIFICATE SCHEDULE CONTINUED  
 CERTIFICATE NUMBER: 08WS000001

OPTIONAL BENEFITS continued

	AMOUNT	ANNUAL PREMIUM	COVERAGE DATE	TERMINATION DATE
OPTIONAL ACCELERATED DEATH BENEFIT FOR LONG TERM CARE AND TERMINAL ILLNESS	See below	\$ 24.50(*)	SEP 01, 2006	SEP 01, 2092

Long Term Care Monthly Accelerated Death Benefit For Confinement: \$2,000(\*\*)

Long Term Care Monthly Accelerated Death Benefit For Home Health Care Or Adult Day Care: \$2,000(\*\*)

Waiting Period: 2 Years

Elimination Period: 90 Days

(\*) The guaranteed maximum annual premium for this benefit is \$24.50.

(\*\*) Total lifetime accelerated death benefit may not exceed the Coverage death benefit at the time an acceleration is paid. Acceleration payments may be reduced due to outstanding Coverage loans.

IMPORTANT NOTE: Due to the limitation in death benefits during the first two Certificate years, the total Monthly Accelerated Benefits for Long Term Care payments are also limited to these death benefits available during the first two Certificate years.

CERTIFICATE SCHEDULE CONTINUED  
SCHEDULE OF GUARANTEED VALUES

CERTIFICATE NUMBER: 08WS000001

CERTIFICATE YEAR	ATTAINED AGE	ANNUAL PREMIUM (INCLUDES OPTIONAL BENEFITS)	DECREASING TERM DEATH BENEFIT**	PAID UP TERM DEATH BENEFIT**	GUARANTEED DEATH BENEFIT**
1	35	\$550.00	\$50,000	-	\$50,000
2	36	\$550.00	\$50,000	-	\$50,000
3	37	\$550.00	\$49,834	-	\$50,000
4	38	\$550.00	\$49,672	-	\$50,000
5	39	\$550.00	\$49,513	-	\$50,000
6	40	\$550.00	\$49,357	\$643	\$50,000
7	41	\$550.00	\$48,743	\$1,257	\$50,000
8	42	\$550.00	\$48,141	\$1,859	\$50,000
9	43	\$550.00	\$47,549	\$2,451	\$50,000
10	44	\$550.00	\$46,968	\$3,032	\$50,000
15	49	\$550.00	\$44,214	\$5,786	\$50,000
20	54	\$550.00	\$41,691	\$8,309	\$50,000
25	59	\$550.00	\$39,370	\$10,630	\$50,000
30	64	\$473.50	\$37,226	\$12,774	\$50,000
35	69	\$373.50	\$35,233	\$14,767	\$50,000
40	74	\$373.50	\$8,371	\$16,629	\$25,000
45	79	\$373.50	\$6,618	\$18,382	\$25,000
50	84	\$373.50	\$4,955	\$20,045	\$25,000
55	89	\$373.50	\$3,359	\$21,641	\$25,000
60	94	\$373.50	\$1,812	\$23,188	\$25,000
65	99	\$373.50	\$299	\$24,701	\$25,000
66-86	100-120		\$0	\$25,000	\$25,000

\*\*BEGINNING OF YEAR COVERAGE VALUES ARE SHOWN. THE ABOVE CALCULATIONS ASSUME THAT PREMIUMS ARE PAID ANNUALLY AND THAT DEATH BENEFITS ARE PAYABLE UNIFORMLY THROUGHOUT THE COVERAGE YEAR .

THE PORTION OF THE ANNUAL PREMIUM USED TO PURCHASE PAID UP INSURANCE IS [\$282.56]. THE PREMIUM LOADS USED FOR CALCULATING THE PAID UP TERM DEATH BENEFIT IS [100%] FOR COVERAGE YEAR 1, [75%] FOR COVERAGE YEARS 2 -5 AND [0%] FOR SUBSEQUENT COVERAGE YEARS.

THE ABOVE VALUES ARE DETERMINED ACCORDING TO THE POLICY COVERAGE VALUES SECTION. VALUES ARE BASED ON THE 2001 CSO ULTIMATE, COMMISSIONERS STANDARD ORDINARY MORTALITY TABLE, UNISEX [50% MALE/50%FEMALE], [SMOKER/NONSMOKER] AT 2% INTEREST. WE WILL FURNISH ANY VALUES NOT SHOWN ABOVE UPON REQUEST. THE METHOD OF COMPUTATION OF COVERAGE VALUES HAS BEEN FILED WITH THE INSURANCE SUPERVISORY OFFICIAL IN THE STATE WHERE THE POLICY IS DELIVERED.



SERFF Tracking Number: FDLR-125472134 State: Arkansas  
Filing Company: Fidelity Life Association, A Mutual Legal Reserve Company State Tracking Number: 38070  
Company Tracking Number:  
TOI: L07G Group Life - Whole Sub-TOI: L07G.101 Fixed/Indeterminate Premium - Single Life  
Product Name: AR LTC-TI  
Project Name/Number: /

## Supporting Document Schedules

**Review Status:** 02/04/2008  
**Satisfied -Name:** Certification/Notice  
**Comments:**  
**Attachment:**  
Filing Authorization.pdf

**Review Status:** 02/04/2008  
**Bypassed -Name:** Application  
**Bypass Reason:** This was submitted and approved by both original base product filings.  
**Comments:**

**Review Status:** 02/04/2008  
**Satisfied -Name:** Cover Letter  
**Comments:**  
**Attachment:**  
AR RDR COVER LETTER.pdf

**Review Status:** 02/04/2008  
**Satisfied -Name:** Readability  
**Comments:**  
**Attachment:**  
Readability.pdf



Established 1896

July 17, 2007

Company NAIC Number: 63290  
Company FEIN Number: 95-1060502

Re: Group Life Insurance Policy, Certificate and Benefit Forms  
Letter of Authorization

To: All State Insurance Departments

The Fidelity Life Association, A Legal Reserve Company of 1211 West 22<sup>nd</sup> Street, Oak Brook, Illinois, hereby authorizes Vision Financial Corporation to represent us in the submission of the captioned forms and to negotiate with insurance departments for their approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Brady', written over a horizontal line.

Ciaran Brady, Vice President

February 4, 2008

Life & Health Division  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201

RE: Fidelity Life Association  
NAIC No.: 63290  
FEIN Number: 36-1068685  
Optional Accelerated Death Benefit For Long Term Care and Terminal Illness – W3P07C etal

Dear Sir or Madam:

I am submitting the forms listed below for your review and approval. They are new forms and will not replace any forms previously approved by your Department. These forms will be used with the Graded Death Benefit Whole Life Insurance Policy and the Lifetime Benefit Term Insurance Policy previously approved by your Department, or any products approved in the future.

These forms do not contain any unusual or possibly controversial items, or provisions that deviate from normal company or industry standards.

<b>Form #</b>	<b>Form Name</b>	<b>Description</b>
W3P07C	Accelerated Death Benefit For Long Term Care And Terminal Illness Rider	This Rider is attached to The Policy and allows the Certificate Holder to receive a portion of the death benefit of the policy in advance of death when a chronically ill insured receives long term care in an eligible facility or through an eligible provider or should the Insured become diagnosed with a <u>qualifying Terminal Illness</u> .
W3007C	Optional Accelerated Death Benefit for Long Term Care and Terminal Illness	This Optional Benefit is attached to the Certificate of Coverage and allows the Certificate Holder to receive a portion of the death benefit of the policy in advance of death when a chronically ill insured receives long term care in an eligible facility or through an eligible provider or should the Insured become <u>diagnosed with a qualifying Terminal Illness</u> .
W3D07C	Disclosure Upon the Purchase of the Optional Accelerated Death Benefit For Long Term Care and Terminal Illness	This disclosure form will be provided to the applicant at the time of sale and provides the applicant with an outline of the coverage.

These riders will be marketed to employer-employee groups in the worksite, union or association groups as allowed by the laws of your state.

These forms are in the style and print quality that will be delivered to the certificate holder. Brackets throughout the forms denote variability if any.

Attached to this letter, I have included a copy of the filing authorization, actuarial memorandum and a revised Certificate Schedule Page.

If you have any questions, please call me at 1-800-635-4467, ext. 209.

Sincerely,

Ted Keating  
Compliance-Filing Coordinator  
Vision Financial Corporation  
Telephone: 800-635-4467, ext. 209  
Fax: 603-357-0250  
Email: [tkeating@visfin.com](mailto:tkeating@visfin.com)

## READABILITY CERTIFICATION

I hereby certify that the following forms were tested for readability using Microsoft Word – Version 97 SR-1, and achieved the following test results.

**Company Name:** Fidelity Life Association, A Legal Reserve Life Insurance Company

**Form Number(s):** W3P07C

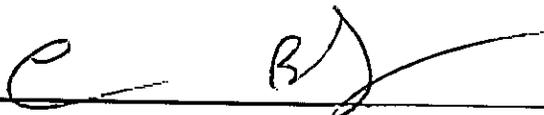
**Type of Form:** Accelerated Death Benefit for Long Term Care  
And Terminal Illness Rider

1. Number of Words: 6,036
2. Number of Characters: 29,952
3. Number of Paragraphs: 196
4. Number of Sentences: 243
5. **Final Score:** 46.6

**Form Number(s):** W3007C

**Type of Form:** Optional Accelerated Death Benefit for Long Term Care  
And Terminal Illness

1. Number of Words: 5,944
2. Number of Characters: 29,909
3. Number of Paragraphs: 195
4. Number of Sentences: 239
5. **Final Score:** 44.8

  
\_\_\_\_\_  
Signature

Ciaran Brady

\_\_\_\_\_  
Typed Name

Vice President

\_\_\_\_\_  
Title

September 19, 2007

\_\_\_\_\_  
Date