

SERFF Tracking Number: FBLA-126630843 State: Arkansas  
Filing Company: EquiTrust Life Insurance Company State Tracking Number: 45746  
Company Tracking Number: ETL-ADBR (05-10)  
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life  
Product Name: ETL-ADBR (05-10)  
Project Name/Number: ETL-ADBR (05-10)/ETL-ADBR (05-10)

## Filing at a Glance

Company: EquiTrust Life Insurance Company

Product Name: ETL-ADBR (05-10)

SERFF Tr Num: FBLA-126630843 State: Arkansas

TOI: L071 Individual Life - Whole

SERFF Status: Closed-Approved-  
Closed State Tr Num: 45746

Sub-TOI: L071.111 Single Premium - Single Life Co Tr Num: ETL-ADBR (05-10)

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Stacie Baker

Disposition Date: 05/25/2010

Date Submitted: 05/21/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: ETL-ADBR (05-10)

Status of Filing in Domicile: Pending

Project Number: ETL-ADBR (05-10)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/25/2010

Explanation for Other Group Market Type:

State Status Changed: 05/25/2010

Deemer Date:

Created By: Stacie Baker

Submitted By: Stacie Baker

Corresponding Filing Tracking Number:

Filing Description:

Re: EquiTrust Life Insurance Company, NAIC # 62510, FEIN # 42-1468417

Individual Life and Annuity Filing, form number, ETL-ADBR (05-10), et al.

To be used with policy form number ETL-ISWL-2000(01-10) approved by your department

Department of Insurance:

Enclosed, for your review, is the above-referenced form.

Form number ETL-ADBR (05-10) will automatically be included with all policies at issue, when available. The

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Accelerated Death Benefit Rider provides a benefit if the insured becomes terminally ill or chronically ill. The rider benefit may be elected once. There is no premium charge for this rider, but an administrative charge will apply at the time of election of the benefit. Form number ETL-ABD (05-10) is the disclosure for the rider that will be used at the point of sale; this form will not become part of the policy at issue and is included for your reference.

This rider will replace form number ETL-ADBR (01-10), which was approved by your department on 3/30/2010. This rider will be used with form number ETL-ISWL-2000(01-10), approved by your department on 3/30/2010, and may be used with life insurance policies filed in the future.

The principal difference between form numbers ETL-ADBR (01-10) and ETL-ADBR (05-10) is that the latter provides acceleration of the rider's Death Benefit, while the former provides acceleration of the Face Amount of the policy. The death benefit in many cases will be higher than the face amount; therefore, this new rider would potentially provide a larger accelerated benefit.

This form shows certain information in brackets. This variable information is described in more detail in the applicable statement of variable information included in this filing.

These riders are submitted in final printed format except for slight font and formatting variations which may occur due to production on our high-speed mainframe printer. The company takes care to assure that the impact of printer-based variations is minimized.

Your prompt review of these forms is greatly appreciated. If you have any questions, please feel free to contact me at the telephone number or email address listed below.

## Company and Contact

### Filing Contact Information

Stacie Baker, Sr. Compliance Specialist I stacie.baker@equitrust.com  
5400 University Avenue 515-453-3406 [Phone]  
Box 14500 515-453-3401 [FAX]  
West Des Moines, IA 50266

### Filing Company Information

EquiTrust Life Insurance Company CoCode: 62510 State of Domicile: Iowa  
5400 University Avenue Group Code: 513 Company Type: stock  
West Des Moines, IA 50266-5997 Group Name: State ID Number:  
(515) 225-5400 ext. [Phone] FEIN Number: 42-1468417

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: 1 rider x \$50.00 fee = \$50.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EquiTrust Life Insurance Company	\$50.00	05/21/2010	36730430

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/25/2010	05/25/2010

*SERFF Tracking Number:* FBLA-126630843      *State:* Arkansas  
*Filing Company:* EquiTrust Life Insurance Company      *State Tracking Number:* 45746  
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## **Disposition**

Disposition Date: 05/25/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Sample Disclosure Document		Yes
Supporting Document	Comparison of ETL-ADBR (01-10) and ETL-ADBR (05-10)		Yes
Form	Accelerated Death Benefit Rider		Yes

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## Form Schedule

### Lead Form Number: ETL-ADBR (05-10)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ETL-ADBR (05-10)	Policy/Cont Accelerated Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	Arkansas ETL-ADBR(05-10) FINAL.pdf

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

**ACCELERATED DEATH BENEFIT RIDER**

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

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

**This Rider is not long-term care insurance and does not provide long-term care benefits. There is no restriction on the use of the Accelerated Death Benefit proceeds.**

**The benefits paid under this Rider may or may not be taxable. You should seek advice from a qualified tax advisor about the circumstances under which you could receive Accelerated Death Benefit payments excludable from income under federal law.**

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

**Any assignee or irrevocable Beneficiary under the Policy must consent in writing to your election of the Rider benefit.**

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

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

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

**(This page intentionally left blank.)**

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**RIDER DATA PAGE**

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<b>POLICY NUMBER</b>	{12345}
<b>RIDER EFFECTIVE DATE</b>	{1/1/2010}
<b>NURSING CARE CONFINEMENT BENEFIT</b>	{1/36} of the Rider Death Benefit
<b>NURSING CARE CONFINEMENT BENEFIT PERIOD</b>	{36} months
<b>CHRONIC CARE BENEFIT</b>	{1/60} of the Rider Death Benefit
<b>CHRONIC CARE BENEFIT PERIOD</b>	{60} months
<b>LUMP SUM DISCOUNT FACTORS</b>	
TERMINAL ILLNESS	{95%}
NURSING CARE CONFINEMENT	{85%}
CHRONIC ILLNESS	{75%}
<b>ADMINISTRATIVE FEE</b>	{\$250}

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## 1. GENERAL DEFINITIONS

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

**Activities of Daily Living** are: (1) eating; (2) toileting; (3) transferring; (4) bathing; (5) dressing; and (6) continence.

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

**Chronically Ill** means a person who has been certified by a Physician as: 1) being unable to perform, without substantial assistance, at least two of six Activities of Daily Living (ADL) for at least 90 days due to a loss of functional capacity; or 2) requiring substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment as certified by a Physician within the preceding 12-month period.

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

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

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

**Nursing Care Confinement** means the Insured is certified as Chronically Ill and has been confined continuously for 90 days to a Qualified Nursing Facility, and confinement is expected to be permanent.

**Physician** means a licensed and qualified medical doctor who is not a member of the Policy Owner's or the Insured's immediate family.

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

**Qualified Nursing Facility** means a skilled nursing care facility, intermediate care facility or custodial care facility. It is not: (a) a hospital; (b) a facility that primarily treats persons who are chemically dependent or mentally ill; (c) a home for the aged, a community living center, or a place that primarily provides domiciliary residency or retirement care in the absence of medical necessity; or (d) a facility owned or operated by a member of the Policy Owner's or the Insured's immediate family. A Qualified Nursing Facility must be licensed as a care facility by the state in which it operates and must conduct its business in accordance with law.

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

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

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

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## 2. BENEFIT PROVISIONS

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### 2.1 Payment of Benefits

Accelerated Death Benefits under this rider are only payable for illnesses which first manifest themselves more than sixty (60) days following the Rider Effective Date.

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

- (a) One-time lump sum payment; or
- (b) A monthly payment for the Benefit Period specified on the Rider Data Page (Nursing Care Confinement and Chronic Care only).

Benefits are payable under the provision for which the Insured qualifies and the Owner elects. You may only elect one benefit even if the Insured qualifies under more than one. If there is a Policy loan, a payment will be made on the Loan Balance from the proceeds. The amount of this payment will be in the same proportion to the Loan Balance as the amount of the Accelerated Death Benefit is to the Death Benefit. If you elect to accelerate less than 100% of the Death Benefit or if you elect to stop receiving monthly payments, any Death Benefit less Loan Balance remaining will be payable upon death of the Insured.

### 2.2 Terminal Illness Benefit

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

### 2.3 Nursing Care Confinement Benefit

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

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

### 2.4 Chronic Care Benefit

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

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

## **2.5 Benefit Election**

To elect a benefit under this Rider:

- You may elect to receive benefits once; and
- You must request payment of the Rider benefit during the lifetime of the Insured in a written form satisfactory to us; and
- You must submit to us written proof satisfactory to us that the Insured qualifies for the Rider benefit.

At our expense, we may require an examination of the Insured by a second Physician to verify any diagnosis or certification made by the initial Physician. The second Physician must be acceptable to both you and us. The second Physician's diagnosis or certification will be deemed conclusive.

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

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

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

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

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When an Accelerated Death Benefit is paid under this Rider:

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

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

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## **4. OTHER RIDER PROVISIONS**

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### **4.1 Incontestability**

We will not contest this Rider after the Policy becomes incontestable.

### **4.2 Nonparticipating**

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

### **4.3 Nonforfeiture**

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

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**5. RIDER TERMINATION**

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The Rider will terminate:

- Upon written notice to us that you elect to stop receiving monthly payments under this Rider; or
- If the Death Benefit of the Policy has been paid in full; or
- If the Policy to which this Rider is attached is terminated.

{ *Craig A. Lang* }

President

SERFF Tracking Number: FBLA-126630843 State: Arkansas  
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## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> Readability Cert.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b> This rider will use the following forms approved by your department on 3/30/2010 as the application:ETL-122AR(01-10)-1, ETL-122AR(01-10)-2, ETL-122AR(01-10)-3, ETL-122AR(01-10)-4, ETL-122AR(01-10)-5, ETL-122AR(01-10)-6, ETL-122AR(01-10)-7.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> Accelerated Death Benefit statement of variability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Sample Disclosure Document		
<b>Comments:</b>		
<b>Attachment:</b> Accelerated Benefit Rider Disc Statement Draft FINAL WITH ILLUSTRATION.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Comparison of ETL-ADBR (01-10)		

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*Project Name/Number:* ETL-ADBR (05-10)/ETL-ADBR (05-10)  
and ETL-ADBR (05-10)

**Comments:**

**Attachment:**

comparison of ETL-ADBR (01-10) and ETL-ADBR (05-10).pdf

**EquiTrust Life Insurance Company**

**READABILITY CERTIFICATION**

I hereby certify the accuracy of the Flesch reading ease test score for the following policy forms. The forms are in at least 10 (ten) point type, 2 (two) point leaded.

<u>TITLE</u>	<u>FORM NUMBER</u>	<u>FLESCH SCORE</u>
Accelerated Death Benefit Rider	ETL-ADBR (05-10)*	50.0

\*This form was scored in conjunction with base policy number ETL-ISWL-2000(01-10)

**Signature:**

A handwritten signature in black ink, appearing to read 'Ana B.', followed by a long horizontal line extending to the right.

**Ana Bumgardner  
Product Management Vice President**

**Date:** May 18, 2010

**Summary of Variable Material**  
**Accelerated Death Benefit Rider, Form number ETL-ADBR (05-10)**

Explanation of Variable Material: All variable material is shown contained in brackets in the rider. Most of the variable material found on the data pages is personal information relative to the particular contract. This document summarizes the other variable material and explains the timing, frequency, and basis for all potential variations.

Nursing Care Confinement Benefit	This is bracketed so that it may match the Nursing Care Confinement Period; this value will print as the denominator of the fraction.
Nursing Care Confinement Benefit Period	The benefit period of time may range from 12 months to 72 months. The benefit period available will not change once a contract has been issued. Any change to the period will be made with respect to all contracts issued as of a specified date.
Chronic Care Benefit	This is bracketed so that it may match the Chronic Care Benefit Period; this value will print as the denominator of the fraction.
Chronic Care Benefit Period	The benefit period of time may range from 12 months to 120 months. The benefit period available will not change once a contract has been issued. Any change to the period will be made with respect to all contracts issued as of a specified date.
Lump Sum Discount Factors; Terminal Illness, Nursing Home Confinement and Chronic Illness	These factors are indicated as variable so that may range from 50% to 100%. These factors will not change once a contract has been issued. Any change to the factors will be made with respect to all contracts issued as of a specified date.
Administrative Fee	The maximum charge is \$250.00.

# ACCELERATED DEATH BENEFIT RIDER DISCLOSURE STATEMENT

This Rider provides for an acceleration of the Death Benefit, payable to the Policy Owner during the lifetime of the Insured, if the Insured is diagnosed as Terminally III or Chronically III after the Rider effective date.

This Rider is not long-term care insurance and does not provide long-term care benefits. There is no restriction on the use of the Accelerated Death Benefit proceeds.

The benefits paid under this Rider may or may not be taxable. You should seek advice from a qualified tax advisor about the circumstances under which you could receive Accelerated Death Benefit payments excludable from income under federal law.

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

### Rider Benefits

- **Terminal Illness Benefit** is available as a lump sum of up to 100% of the Death Benefit, and is triggered if the Insured is diagnosed as Terminally III.
- **Nursing Care Confinement Benefit** is available as 1/36 of the Death Benefit payable for 36 months, and is triggered if the Insured is diagnosed as Chronically III, has been confined continuously for 90 days to a Qualified Nursing Care Facility, and the confinement is expected to be permanent. This benefit is also available as a lump sum of up to 100% of the Death Benefit. **Chronic Care Benefit** is available as 1/60 of the Death Benefit payable for 60 months, and is triggered if the Insured is diagnosed as Chronically III. This benefit is also available as a lump sum of up to 100% of the Death Benefit.

### Effect of Benefit Payments on Policy Values

When an Accelerated Death Benefit is paid under this Rider:

- The Death Benefit of the Policy will be reduced by the Accelerated Death Benefit; and
- The Face Amount, Accumulation Value, the Minimum Accumulation Value, and the Guaranteed Tabular Cash Value will all be reduced in proportion to the Accelerated Death Benefit; and
- If there is a Policy loan, a payment will be made on the Loan Balance from the proceeds. The amount of this payment will be in the same proportion to the Loan Balance as the amount of the Accelerated Death Benefit is to the Death Benefit.

### Charges and Fees

- There is no premium charge for this Rider.
- If benefits are elected under this Rider, a one-time \$250 administrative fee will be deducted from the Accelerated Death Benefit prior to determining any benefit payments

#### *Lump Sum Example 1: Terminal Illness without policy loan*

<u>Prior to acceleration:</u>		<u>After \$25,000 (25% of Death Benefit) acceleration:</u>	
Death Benefit	\$100,000	Remaining Death Benefit	\$75,000
Cash Value	\$80,000	Remaining Cash Value	\$60,000

#### *Lump Sum Example 2: Terminal Illness with policy loan*

<u>Prior to acceleration:</u>		<u>After \$25,000 (25% of Death Benefit) acceleration:</u>	
Death Benefit	\$100,000	Remaining Death Benefit	\$75,000
Cash Value	\$80,000	Remaining Cash Value	\$60,000
Policy Loan	\$20,000	Remaining Policy Loan	\$15,000

#### *Monthly Benefit Example 3: Nursing Care Confinement monthly benefit without policy loan*

<u>Prior to acceleration:</u>		<u>After first monthly benefit (1/60 of Death Benefit):</u>	
Death Benefit	\$100,000	Remaining Death Benefit	\$98,333
Cash Value	\$80,000	Remaining Cash Value	\$78,667

Monthly Benefit Example 4: Nursing Care Confinement monthly benefit with policy loan

<u>Prior to acceleration:</u>		<u>After first monthly benefit (1/60 of Death Benefit):</u>	
Death Benefit	\$100,000	Remaining Death Benefit	\$98,333
Cash Value	\$80,000	Remaining Cash Value	\$78,667
Policy Loan	\$20,000	Remaining Policy Loan	\$19,667

**Payment of Benefits**

- Accelerated Death Benefits under this rider are only payable for illnesses which first manifest themselves more than sixty (60) days following the Rider Effective Date.
- You may elect to receive benefits only once.
- If a lump sum payment is elected, the payment will be multiplied by the applicable Lump Sum Discount Factor.
- Benefits are payable under the provision for which the Insured qualifies and the Owner elects. You may only elect one benefit even if the Insured qualifies under more than one.
- If you elect to accelerate less than 100% of the Death Benefit, or if you elect to stop receiving monthly payments, any Death Benefit less Loan Balance remaining will be payable upon death of the Insured.

**Definitions**

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

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

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

**Chronically III** means a person who has been certified by a Physician as: 1) being unable to perform, without substantial assistance, at least two of six Activities of Daily Living (ADL) for at least 90 days due to a loss of functional capacity; or 2) requiring substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment as certified by a Physician within the preceding 12-month period.

**Qualified Nursing Facility** means a skilled nursing care facility, intermediate care facility or custodial care facility. It is not: (a) a hospital; (b) a facility that primarily treats persons who are chemically dependent or mentally ill; (c) a home for the aged, a community living center, or a place that primarily provides domiciliary residency or retirement care in the absence of medical necessity; or (d) a facility owned or operated by a member of the Policy Owner's or the Insured's immediate family. A Qualified Nursing Facility must be licensed as a care facility by the state in which it operates and must conduct its business in accordance with law.

**Lump Sum Discount Factor** means an interest adjustment for the advanced payment of elected proceeds, if a lump sum payment is elected. The factor will be based on an annual interest rate that will be no more than the greater of the current yield on 90 day Treasury Bills or the current maximum statutory adjustable policy loan interest rate. The discount factors are: Terminal Illness Benefit – 95%; Nursing Care Confinement Benefit – 85%; Chronic Care Benefit – 75%.

\_\_\_\_\_  
Proposed Insured Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature (if other than Proposed Insured)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

# Text Comparison

## Documents Compared

Arkansas ETL-ADBR(01-10) FINAL.pdf

Arkansas ETL-ADBR(05-10) FINAL.pdf

## Summary

218 word(s) added

103 word(s) deleted

1754 word(s) matched

30 block(s) matched

To see where the changes are, please scroll down.

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

**ACCELERATED DEATH BENEFIT RIDER**

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

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

**This Rider is not long-term care insurance and does not provide long-term care benefits. There is no restriction on the use of the Accelerated Death Benefit proceeds.**

**The benefits paid under this Rider may or may not be taxable. You should seek advice from a qualified tax advisor about the circumstances under which you could receive Accelerated Death Benefit payments excludable from income under federal law.**

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

**Any assignee or irrevocable Beneficiary under the Policy must consent in writing to your election of the Rider benefit.**

**There is no ~~extra charge for this Rider.~~**

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

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

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

**ACCELERATED DEATH BENEFIT RIDER**

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

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

**This Rider is not long-term care insurance and does not provide long-term care benefits. There is no restriction on the use of the Accelerated Death Benefit proceeds.**

**The benefits paid under this Rider may or may not be taxable. You should seek advice from a qualified tax advisor about the circumstances under which you could receive Accelerated Death Benefit payments excludable from income under federal law.**

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

**Any assignee or irrevocable Beneficiary under the Policy must consent in writing to your election of the Rider benefit.**

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

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

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

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**RIDER DATA PAGE**

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<b>POLICY NUMBER</b>	{12345}
<b>RIDER EFFECTIVE DATE</b>	{1/1/2010}
<b>NURSING CARE CONFINEMENT BENEFIT</b>	{1/36} of the <del>Face Amount</del>
<b>NURSING CARE CONFINEMENT BENEFIT PERIOD</b>	{36} months
<b>CHRONIC CARE BENEFIT</b>	{1/60} of the <del>Face Amount</del>
<b>CHRONIC CARE BENEFIT PERIOD</b>	{60} months
<b>LUMP SUM DISCOUNT FACTORS</b>	
TERMINAL ILLNESS	{95%}
NURSING CARE CONFINEMENT	{85%}
CHRONIC ILLNESS	{75%}

---

**RIDER DATA PAGE**

---

<b>POLICY NUMBER</b>	{12345}
<b>RIDER EFFECTIVE DATE</b>	{1/1/2010}
<b>NURSING CARE CONFINEMENT BENEFIT</b>	{1/36} of the <a href="#">Rider Death Benefit</a>
<b>NURSING CARE CONFINEMENT BENEFIT PERIOD</b>	{36} months
<b>CHRONIC CARE BENEFIT</b>	{1/60} of the <a href="#">Rider Death Benefit</a>
<b>CHRONIC CARE BENEFIT PERIOD</b>	{60} months
<b>LUMP SUM DISCOUNT FACTORS</b>	
TERMINAL ILLNESS	{95%}
NURSING CARE CONFINEMENT	{85%}
CHRONIC ILLNESS	{75%}
<b><u>ADMINISTRATIVE FEE</u></b>	<b><u>{\$250}</u></b>

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## 1. GENERAL DEFINITIONS

---

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

**Activities of Daily Living** are: (1) eating; (2) toileting; (3) transferring; (4) bathing; (5) dressing; and (6) continence.

**Administrative Fee** means a one-time ~~administrative fee not to exceed the lesser of (\$250) and the maximum allowable by applicable state law.~~ The Administrative Fee will be deducted from the Accelerated Death Benefit prior to determining any benefit payments.

**Chronically Ill** means a person who has been certified by a Physician as: 1) being unable to perform, without substantial assistance, at least two of six Activities of Daily Living (ADL) for at least 90 days due to a loss of functional capacity; or 2) requiring substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment as certified by a Physician within the preceding 12-month period.

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

**Nursing Care Confinement** means the Insured is certified as Chronically Ill and has been confined continuously for 90 days to a Qualified Nursing Facility, and confinement is expected to be permanent.

**Physician** means a licensed and qualified medical doctor who is not a member of the Policy Owner's or the Insured's immediate family.

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

**Qualified Nursing Facility** means a skilled nursing care facility, intermediate care facility or custodial care facility. It is not: (a) a hospital; (b) a facility that primarily treats persons who are chemically dependent or mentally ill; (c) a home for the aged, a community living center, or a place that primarily provides domiciliary residency or retirement care in the absence of medical necessity; or (d) a facility owned or operated by a member of the Policy Owner's or the Insured's immediate family. A Qualified Nursing Facility must be licensed as a care facility by the state in which it operates and must conduct its business in accordance with law.

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

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

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

---

## 1. GENERAL DEFINITIONS

---

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

**Activities of Daily Living** are: (1) eating; (2) toileting; (3) transferring; (4) bathing; (5) dressing; and (6) continence.

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

**Chronically Ill** means a person who has been certified by a Physician as: 1) being unable to perform, without substantial assistance, at least two of six Activities of Daily Living (ADL) for at least 90 days due to a loss of functional capacity; or 2) requiring substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment as certified by a Physician within the preceding 12-month period.

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

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

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

**Nursing Care Confinement** means the Insured is certified as Chronically Ill and has been confined continuously for 90 days to a Qualified Nursing Facility, and confinement is expected to be permanent.

**Physician** means a licensed and qualified medical doctor who is not a member of the Policy Owner's or the Insured's immediate family.

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**Qualified Nursing Facility** means a skilled nursing care facility, intermediate care facility or custodial care facility. It is not: (a) a hospital; (b) a facility that primarily treats persons who are chemically dependent or mentally ill; (c) a home for the aged, a community living center, or a place that primarily provides domiciliary residency or retirement care in the absence of medical necessity; or (d) a facility owned or operated by a member of the Policy Owner's or the Insured's immediate family. A Qualified Nursing Facility must be licensed as a care facility by the state in which it operates and must conduct its business in accordance with law.

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

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

---

## 2. BENEFIT PROVISIONS

---

### 2.1 Payment of Benefits

Accelerated Death Benefits under this rider are only payable for illnesses which first manifest themselves more than sixty (60) days following the Rider Effective Date.

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

- (a) One-time lump sum payment; or
- (b) A monthly payment for the Benefit Period specified on the Rider Data Page (Nursing Care Confinement and Chronic Care only).

Benefits are payable under the provision for which the Insured qualifies and the Owner elects. You may only elect one benefit even if the Insured qualifies under more than one. If there is a Policy loan, a ~~portion of the Loan Balance will be deducted from the Accelerated Death Benefit in proportion to the amount accelerated.~~ If you elect to accelerate less than 100% of the ~~Face Amount~~ or if you elect to stop receiving monthly payments, any ~~Face Amount~~ less Loan Balance remaining will be payable upon death of the Insured.

### 2.2 Terminal Illness Benefit

If the Insured qualifies for benefits under the definition of Terminally Ill, you may elect to accelerate up to ~~the Face Amount~~ as a **lump sum** payment. The benefit will be multiplied by the Terminal Illness Lump Sum Discount Factor, as specified on the Rider Data Page. If you elect to accelerate 100% of the ~~Face Amount~~ under this provision, the Policy will terminate after the benefit has been paid.

### 2.3 Nursing Care Confinement Benefit

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

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

### 2.4 Chronic Care Benefit

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

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

---

## 2. BENEFIT PROVISIONS

---

### 2.1 Payment of Benefits

Accelerated Death Benefits under this rider are only payable for illnesses which first manifest themselves more than sixty (60) days following the Rider Effective Date.

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

- (a) One-time lump sum payment; or
- (b) A monthly payment for the Benefit Period specified on the Rider Data Page (Nursing Care Confinement and Chronic Care only).

Benefits are payable under the provision for which the Insured qualifies and the Owner elects. You may only elect one benefit even if the Insured qualifies under more than one. If there is a Policy loan, a payment will be made on the Loan Balance from the proceeds. The amount of this payment will be in the same proportion to the Loan Balance as the amount of the Accelerated Death Benefit is to the Death Benefit. If you elect to accelerate less than 100% of the Death Benefit or if you elect to stop receiving monthly payments, any Death Benefit less Loan Balance remaining will be payable upon death of the Insured.

### 2.2 Terminal Illness Benefit

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

### 2.3 Nursing Care Confinement Benefit

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

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

### 2.4 Chronic Care Benefit

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

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

## 2.5 Benefit Election

To elect a benefit under this Rider:

- You may elect to receive benefits once; and
- You must request payment of the Rider benefit during the lifetime of the Insured in a written form satisfactory to us; and
- You must submit to us written proof satisfactory to us that the Insured qualifies for the Rider benefit.

At our expense, we may require an examination of the Insured by a second Physician to verify any diagnosis or certification made by the initial Physician. The second Physician must be acceptable to both you and us. The second Physician's diagnosis or certification will be deemed conclusive.

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

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

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

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## 3. POLICY VALUE ADJUSTMENTS AFTER PAYMENT OF BENEFITS

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When an Accelerated Death Benefit is paid under this Rider:

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

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

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## 4. OTHER RIDER PROVISIONS

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### 4.1 Incontestability

We will not contest this Rider after the Policy becomes incontestable.

### 4.2 Nonparticipating

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

### 4.3 Nonforfeiture

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

## 2.5 Benefit Election

To elect a benefit under this Rider:

- You may elect to receive benefits once; and
- You must request payment of the Rider benefit during the lifetime of the Insured in a written form satisfactory to us; and
- You must submit to us written proof satisfactory to us that the Insured qualifies for the Rider benefit.

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

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

---

## 3. POLICY VALUE ADJUSTMENTS AFTER PAYMENT OF BENEFITS

---

When an Accelerated Death Benefit is paid under this Rider:

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

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

---

## 4. OTHER RIDER PROVISIONS

---

### 4.1 Incontestability

We will not contest this Rider after the Policy becomes incontestable.

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

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

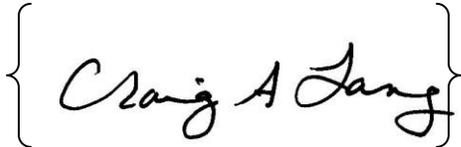
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## 5. RIDER TERMINATION

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The Rider will terminate:

- Upon written notice to us that you elect to stop receiving monthly payments under this Rider; or
- If the ~~Face Amount~~ of the Policy has been paid in full; or
- If the Policy to which this Rider is attached is terminated.

A handwritten signature in black ink, enclosed in large curly braces. The signature reads "Craig A. Lang".

President

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## 5. RIDER TERMINATION

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The Rider will terminate:

- Upon written notice to us that you elect to stop receiving monthly payments under this Rider; or
- If the Death Benefit of the Policy has been paid in full; or
- If the Policy to which this Rider is attached is terminated.

{ *Craig A. Lang* }

President