

### **RIDER FORM L-21826**

Provident Life and Accident Insurance Company 1 Fountain Square, Chattanooga, Tennessee 37402 1-800-635-5597

### LONG-TERM CARE BENEFIT RIDER

## **OUTLINE OF COVERAGE**

**NOTICE TO BUYER:** The Rider may not cover all of the costs associated with long-term care incurred by the Insured during the Benefit Period. You are advised to review carefully all Rider limitations. Benefits paid may adversely affect eligibility for Medicaid or other government benefits.

THE RIDER MAY ONLY BE ATTACHED TO AN INDIVIDUAL LIFE INSURANCE POLICY (herein called "the Policy").

**PURPOSE OF OUTLINE OF COVERAGE.** This Outline of Coverage provides a very brief description of the important features of the Long-Term Care Benefit Rider (herein called "the Rider"). You should compare this outline to those for other coverages available to you. This is not an insurance contract, but only a summary of coverage. Only the Policy and Rider contain the governing contractual provisions. Only the Policy and Rider set forth in detail the rights and obligations of both you and Provident. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY AND RIDER CAREFULLY!** 

**CAUTION:** The Rider will be issued based on your responses to questions in your application. A copy of your application will be provided with your Policy. If your responses are incorrect, or if material information was omitted in such responses, we have the right to deny benefits or rescind your coverage under the Rider, subject to the incontestability provision in the Rider. The best time to clear up any questions is now, before a claim arises. If for any reason, any of your answers are incorrect or untrue, please contact us to make corrections at our Home Office address above.

FEDERAL TAX CONSEQUENCES. The Rider has been designed to be federally tax-qualified long-term care insurance under Sections 7702B(b) and (e)(1) of the Internal Revenue Code of 1986, as amended. NOTE that the Georgia Insurance Department does not in any way warrant that the Rider meets the requirements of Section 7702B(b) of the Internal Revenue Code of 1986, as amended. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit.

## TERMS UNDER WHICH THE RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED.

- (1) RENEWABILITY. THE RIDER IS GUARANTEED RENEWABLE. This means you have the right, subject to the terms of the Rider, to continue this coverage as long as you pay your premiums on time. Provident cannot change any of the terms of the Rider on its own, except that in the future, IT MAY INCREASE THE PREMIUM YOU PAY.
- (2) WAIVER OF PREMIUM. During the period for which benefits are being paid under the Rider, we will credit the Monthly Deduction or waive or refund each premium that becomes due, as applicable under the Policy. Amounts credited or waived will continue as long as the Insured is receiving long-term care benefits under the Rider.

**TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS.** Provident reserves the right to change premiums for the Rider. To do so, premiums for all similar riders issued in your state on this Rider form must be changed. Premiums cannot be increased because of any change in the age or health of the Insured. We will send you written notice of any change in premiums at least 60 days in advance.

**TERMS UNDER WHICH RIDER MAY BE RETURNED AND PREMIUM REFUNDED.** After examination of the Rider, if you are not satisfied for any reason, you may return it to Provident within 30 days after you receive it. Any premium paid for it will be refunded.

**THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from Provident. Neither Provident nor its agents represent Medicare, the federal government or any state government.

**QUALIFIED LONG-TERM CARE COVERAGE.** Riders of this type are designed to provide coverage for one or more necessary diagnostic, preventive, therapeutic, rehabilitative services and maintenance or personal care services which are provided in a Long-Term Care Facility or an Assisted Living Facility, by/through a Home Health Care Agency, by a Licensed Home Health Care Professional or in an Adult Day Care Facility. The Rider is designed to provide coverage in the form of a fixed dollar indemnity benefit for covered long-term care expenses.

**BENEFITS PROVIDED BY THE RIDER.** Qualified Long-Term Care Services are provided for the person Insured under the Policy. It does not cover any other person. If the Policy includes a term insurance rider on the Insured, the term rider is not included in the Long-Term Care benefit calculation.

Qualified Long-Term Care Services means the services which are: (1) required by a Chronically III Insured; and (2) Provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner. These services must be in a Long-Term Care Facility, Assisted Living Facility, by/through a Home Health Care Agency, by a Licensed Health Care Professional or in an Adult Day Care Facility.

In order for benefits to be paid, the Insured must be Chronically III. This means the Insured has been certified by a Licensed Health Care Practitioner within the preceding 12 month period as: (1) being unable to perform (without substantial assistance) at least 2 or more of the following self-care mobility skills (Activities of Daily Living): bathing; continence; dressing; eating; toileting and transferring; or (2) requiring substantial supervision to protect himself from threats to his health and safety due to severe cognitive impairment.

Qualified Long-Term Care Services do not include any of the following: Physician charges; hospital and laboratory charges; prescription or non-prescription medication; medical supplies; durable medical equipment; transportation and items or services furnished for the beautification, comfort, convenience, or entertainment of the Insured.

Benefits begin after the Insured has received Qualified Long-Term Care Services for a total of 90 days. The first 90 days of service is the Elimination Period. No benefits are payable for services during this time. The 90-day period need not be continuous; however, it must be entirely within one Benefit Period.

## **Types of Benefits:**

**Long-Term Care Facility.** Benefits will be provided when Qualified Long-Term Care Services are provided to the Insured in a Long-Term Care Facility. This includes nursing, hospice, rehabilitation, Alzheimer's or residential care facilities. For each Benefit Period, the monthly benefit amount is the lesser of (1) 6% of the Death Benefit, less any policy Debt, as of the end of the Elimination Period; and (2) \$3,000.

**Assisted Living Facility.** Benefits will be provided when Qualified Long-Term Care Services are provided to the Insured in an Assisted Living Facility. For each Benefit Period, the monthly benefit amount is the lesser of (1) 6% of the Death Benefit, less any policy Debt, as of the end of the Elimination Period; and (2) \$3,000.

**Home Health Care.** Benefits will be provided when Qualified Long-Term Care Services are provided to the Insured for at least 1 hour per day by/through a Home Health Care Agency or by a Licensed Home Health Care Professional. For each Benefit Period, the monthly benefit amount is the lesser of: (1) 4% of the Death Benefit, less any policy Debt, as of the end of the Elimination Period; (2) the actual monthly costs incurred for Home Health Care; or (3) \$1,500.

**Adult Day Care.** Benefits will be provided when Qualified Long-Term Care Services are provided to the Insured through a program for 6 or more individuals, of social and health related services provided during the day in a community group setting. For each Benefit Period, the monthly benefit amount is the lesser of: (1) 4% of the Death Benefit, less any policy Debt, as of the end of the Elimination Period; (2) the actual monthly costs incurred for Adult Day Care; or (3) \$1,500.

## **Benefit Period Maximum:**

This is the maximum amount of benefits which may be paid during a Benefit Period. This amount equals 100% of the Death Benefit of the Policy, less any Debt, at the end of the Elimination Period of each Benefit Period. No benefits will be paid under this Rider once the Benefit Period Maximum has been reached. A payment or advance of any part of the Death Benefit under any provision of the Policy, or any rider other than this Rider, will reduce the amount payable by the requested amount of such payment or advance. The Benefit Period Maximum will be reduced by any Policy loan made after benefits have begun. In no event will the benefits paid under any provision of the Policy, or any rider attached thereto providing a payment or advance of any part of the Death Benefit, ever exceed the Death Benefit, unless otherwise explicitly stated.

### LIMITATIONS AND EXCLUSIONS.

**Pre-Existing Conditions Limitation.** There is a 6 month waiting period for coverage of Pre-existing Conditions. No benefits will be paid for any Benefit Period that results from a Pre-existing Condition: (1) not disclosed in the application; and (2) that starts during the first 6 months after the Effective Date of the Rider. A Pre-existing Condition means a condition for which medical advice or treatment was recommended by or received from a provider of health services within the 6 months preceding the effective date of the Rider.

**Exclusions:** This Rider does not pay benefits for services:

- (1) Resulting from a Pre-existing Condition that starts during the first 6 months after the Effective Date of the Rider:
- (2) Due to mental or nervous disorders; however, Alzheimer's Disease and related degenerative and dementing illnesses are covered;
- (3) Due to alcoholism, alcohol abuse, drug addiction or drug abuse, except for a loss sustained as a consequence of the Insured being under the influence of any narcotic administered on the advice of a Physician;
- (4) For Chronic Illness resulting from:
  - War or any act of war, whether declared or undeclared, or service in any armed forces or auxiliary units thereto:
  - Intentionally self-inflicted injuries or attempted suicide;
  - Participation in a felony, riot or insurrection; and
  - Aviation (if a non-fare paying passenger);
- (5) For which there is no charge in the absence of insurance;
- (6) Provided by a Family Member; and
- (7) Incurred while residing or confined outside the United States and Canada.

**Non-Duplication of Benefits:** Qualified Long-Term Care Services do not include charges covered under any of the following: (1) Medicare (including amounts that would be reimbursable but for the application of a deductible or coinsurance amounts); (2) Any other government program or facility (except Medicaid); and (3) Any state or federal worker's compensation, employer's liability or occupational disease law, or under any motor vehicle nofault law.

# THE RIDER MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

**RELATIONSHIP OF COST OF CARE AND BENEFITS.** Because the costs of long-term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. The level of benefits under the Rider is directly related to the Death Benefit provided by the Policy, excluding any term rider. The level of benefit may be increased by increasing such Death Benefit. The monthly benefit amount payable during a Benefit Period will not change because of any increase in the Death Benefit of the Policy; however, monthly benefit amounts for future Benefit Periods will reflect this increase.

**ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.** The Rider provides coverage for Insureds clinically diagnosed as having Alzheimer's Disease or related degenerative and dementing illnesses.

**PREMIUM (or MONTHLY DEDUCTION).** Premium rates are based on the Specified Amount (or Face Amount) of the Policy, age of the Insured at issue and tobacco status.

CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE RIDER.

**SUPPLEMENTARY BENEFITS.** If a Supplementary Extended Benefit has been selected, it is shown on your application and in the Policy. A brief description of each follows. They are subject to the provisions, exclusions and limitations of the Policy and Long-Term Care Benefit Rider to which they are attached, unless otherwise stated in the Supplementary Extended Benefit Rider.

**Continuation Benefits Rider (Form L-21827)** continues benefits payable under the Long-Term Care Benefit Rider after all monthly amounts under such rider have been exhausted. Benefits will continue until the first of the following occurs: (1) the sum of all Continuation Benefit payments equals the aggregate benefit amount paid

under the Long-Term Care Benefit Rider; or (2) the Insured no longer meets the Conditions of Payment of Benefits under the Long-Term Care Benefit Rider. No Death Benefit is payable during continuation of benefits.

Restoration Benefits Rider (Form L-21828) restores the policy values on a monthly basis as benefits are paid under the Long-Term Care Benefit Rider. Benefits continue until the first of the following occurs: (1) the restored policy values equal 100% of the amount of the policy values which were reduced when benefits were paid under the Long-Term Care Benefit Rider; (2) the Insured no longer meets the Conditions of Payment of Benefits under the Long-Term Care Benefit Rider; or (3) the sum of all Restoration Benefits equals 100% of the Specified Amount.

Restoration and Continuation Benefits Rider (L-21829) restores the policy values on a monthly basis as benefits are paid under the Long-Term Care Benefit Rider. At the point the Restoration Benefits end, Continuation Benefits will continue to be paid until the first of the following occurs: (1) the sum of all Continuation Benefit payments equals the aggregate benefit amount paid under the Long-Term Care Benefit Rider; (2) the Insured no longer meets the Conditions of Payment of Benefits under the Long-Term Care Benefit Rider; or (3) the sum of all Continuation Benefits equals 100% of the Specified Amount. No Death Benefit is payable during continuation of benefits.

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