

4. Health Questions – In this section, “you” refers to the Primary Proposed Insured.

- A. During the last 12 months, have you:
 - 1. Required assistance or supervision of any kind to perform an activity of daily living, such as mobility (including the use of a pronged cane), taking medications, dressing, eating, walking, bathing or toileting? Yes No
 - 2. Used a catheter, chair lift, dialysis, motorized scooter, oxygen equipment, quad or three-pronged cane, respirator, walker, or wheelchair? Yes No
 - 3. Been advised to enter or reside in a nursing home, assisted living facility, long term care facility, Continuing Care Retirement Community (CCRC), residential care facility, rehabilitation facility, Skilled Nursing Facility (SNF) or an adult day care, or required home health care? Yes No
- B. During the last 3 years, have you used insulin to treat Diabetes? Yes No
Have you ever been diagnosed or treated by a licensed health care provider for:
 - 1. Diabetes WITH COMPLICATIONS (such as eye, kidney, or nerve damage)? Yes No
 - 2. Diabetes AND Heart Disease, Stroke, or Peripheral Vascular Disease? Yes No
- C. Have you EVER been diagnosed with, been treated for, tested positive for, or received medical advice from a licensed health care provider for any of the following conditions:
 - 1. Alzheimer’s disease, Dementia, Mild Cognitive Impairment (MCI), or Organic Brain Syndrome (OBS) Yes No
 - 2. Amputation due to disease Yes No
 - 3. ALS (Lou Gehrig’s disease) Yes No
 - 4. Stroke, Cerebral Vascular Accident (CVA), or Transient Ischemic Attack (TIA) Yes No
 - 5. Organ Transplant (other than cornea) Yes No
 - 6. Multiple Sclerosis Yes No
 - 7. Huntington’s Chorea Yes No
 - 8. Muscular Dystrophy Yes No
 - 9. Myasthenia Gravis Yes No
 - 10. Macular Degeneration Yes No
 - 11. Blindness Yes No
 - 12. Optic Neuritis Yes No
 - 13. Osteoporosis with fractures Yes No
 - 14. Parkinson’s disease Yes No
 - 15. Post-Polio Paralytic Syndrome Yes No
 - 16. Polymyositis Yes No
 - 17. Scleroderma Yes No
 - 18. Memory loss Yes No
 - 19. Unplanned weight loss greater than 15 pounds within the last 2 years Yes No
 - 20. Arthritis with narcotic pain medication within the past 12 months Yes No
- D. Do you have a parent or sibling diagnosed or treated by a licensed health care provider for Huntington’s chorea or Polycystic Kidney Disease? Yes No

If any question in 4. A-D was answered yes, the rider is not available for the Primary Proposed Insured and this supplemental application should not be completed or submitted.

- E. In the last 5 years, have you been diagnosed with, treated for, tested positive for, or received medical advice from a licensed health care provider for any of the following conditions:
 - 1. Disorientation Yes No
 - 2. Multiple falls or injury due to a fall Yes No
 - 3. Chest Pain Yes No
 - 4. Loss of balance Yes No
 - 5. Loss of strength Yes No
 - 6. Tremors Yes No
 - 7. Dizziness Yes No
- F. Do you have a handicap sticker, handicap placard, or handicap license plate? (If yes, give reason below) Yes No
- G. In the last 24 months, have you had to limit or been advised by a licensed health care provider to limit, reduce, discontinue or restrict any activities or hobbies? (If yes, give reason below) Yes No
- H. In the past 24 months, have you required assistance with shopping, arranging transportation, housekeeping, cooking, laundry, meal preparation, managing finances, managing medications, using the telephone or used a straight cane? (If yes, give reason below) Yes No



Give details to all yes answers to questions 4. E-H.

Question #	Nature of Condition/Date of diagnosis	Date of last treatment or last medication taken	Name & address of Physician seen
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- I. Within the past 5 years, have you received any long term care benefits, disability income benefits or Social Security Disability Income Benefits? (If yes, please provide details in **Section 5, Remarks**.)..... Yes No
- J. Within the past 5 years, have you been declined for long term care insurance, including long term care or chronic illness insurance provided by rider to a life insurance or other policy including annuities? (If yes, please provide the name of the company, date and the reason in **Section 5, Remarks**.)..... Yes No

5. Remarks

I, the Primary Proposed Insured and Proposed Owner signing below, agree that I have read the statements contained in this application supplement and that all statements and answers given in this application supplement are true and complete to the best of my knowledge and belief. I understand that any misrepresentation contained in this application and relied on by the Company may be used to reduce or deny a claim or void the rider if: (1) such misrepresentation materially affects the acceptance of the risk; and (2) the rider is within the contestable period.

I understand that benefits under the Chronic Illness Accelerated Death Benefit Rider are provided through an accelerated death benefit option, and that, if I exercise the accelerated benefit option, the policy's remaining death benefit, if any, payable to the beneficiary will be reduced.

I understand that:

- **The rider is not intended to qualify as a Qualified Long Term Care Insurance Contract for federal tax purposes.**
- The rider is intended to provide only benefit amounts subject to favorable tax treatment under section 101(g) of the Internal Revenue Code.
- When determining whether the benefit payments will receive favorable tax treatment, the payment of benefits from all insurance policies or programs providing chronic illness benefits must be considered.
- Certain limitations may apply with regard to benefits receivable under this rider if the Insured has alternative life insurance policies with accelerated death benefits or a stand-alone long term care insurance contract subject to section 7702B of the Internal Revenue Code, or if the Insured is entitled to the payment of certain similar benefits from some other source and receive benefits associated with those policies or such source.
- **Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable.**
- It is possible that the Insured may be chronically ill and no benefit will be payable.

Check one box:

I elect to designate person(s) to receive notice in the event of lapse or termination of the rider for nonpayment of premium:
Name and home address of person(s) designated _____

I elect NOT to designate person(s) to receive notice in the event of lapse or termination of the rider for nonpayment of premium.
Protection against unintended lapse. I understand that I have the right to designate at least one person other than myself to receive notice of lapse or termination of the rider for nonpayment of premium. I understand that notice will not be given until thirty (30) days after a premium is due and unpaid. I elect NOT to designate any person to receive such notice.

Receipt of accelerated death benefits may affect eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children and Supplemental Security Income.

Caution: If your answers on this application fail to include all material information requested, The United States Life Insurance Company In The City Of New York has the right to deny benefits or rescind your rider.

Primary Proposed Insured Signature

X _____

Date _____

Proposed Owner Signature

X _____

Date _____

Licensed Writing Agent

X _____

Date _____

Writing Agent Name _____

Writing Agent Number _____

Agency Number _____



CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER OUTLINE OF COVERAGE

The United States Life Insurance Company in the City of New York

175 Water St, New York, NY 10038

NOTICE TO BUYER: THIS RIDER MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH LONG TERM CARE INCURRED BY THE BUYER DURING THE PERIOD OF COVERAGE. THE BUYER IS ADVISED TO REVIEW CAREFULLY ALL RIDER LIMITATIONS. THE RIDER IS NOT A TAX QUALIFIED LONG-TERM CARE CONTRACT. IT IS A CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER AND IS NOT INTENDED TO PROVIDE LONG-TERM CARE COVERAGE.

Benefit payments may only be made if the payments are subject to favorable tax treatment by the federal government. When determining whether the benefit payments will receive favorable tax treatment, the payment of benefits from all insurance policies and similar sources must be considered. It is possible that the Insured may be Chronically Ill and no benefit will be payable. Prior to applying for such accelerated death benefits, policyowners should seek assistance from a qualified tax advisor.

1. The rider is an individual chronic illness accelerated death benefit rider.

2. PURPOSE OF OUTLINE OF COVERAGE.

This outline of coverage provides a very brief description of the important features of the rider. You (the Owner) should compare this Outline of Coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual rider and the policy to which it is attached contain governing contractual provisions. This means that the rider and policy set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR RIDER AND POLICY CAREFULLY!**

3. TERMS UNDER WHICH THE RIDER MAY BE RETURNED.

You may return the rider within 30 days after delivery if you are not satisfied with it for any reason. The rider may be returned to us or to the agent through whom it was purchased. Upon surrender of the rider within the 30-day period, it will be void from the beginning.

4. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

Neither The United States Life Insurance Company In The City Of New York nor its agents represent Medicare, the federal government or any state government.

5. BENEFITS PROVIDED BY THE RIDER.

What is a Chronic Illness Accelerated Death Benefit Rider?

The Chronic Illness Accelerated Death Benefit Rider provides that you may elect an accelerated death benefit if the Insured is certified as being Chronically Ill, subject to the provisions of the rider.

What is Chronically Ill?

The term "Chronically Ill" means that the Insured has been Certified or Re-certified by a Licensed Health Care Practitioner within the preceding 12-month period as:

- (a) Being unable to perform, without Substantial Assistance from another person, at least two Activities of Daily Living for a period of at least 90 consecutive days due to a loss of functional capacity; or
- (b) Requiring Substantial Supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

The 90 consecutive day requirement above is not a waiting period. The Licensed Health Care Practitioner, in determining the effective date of the Insured's Chronic Illness, shall identify the earliest date the Insured satisfied the requirements above.

What are the Activities of Daily Living?

The term "Activities of Daily Living" means the following self-care functions:

- (a) Bathing: Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
- (b) Continence: The ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel or bladder functions, the ability to perform the associated personal hygiene (including caring for catheter or colostomy bag).
- (c) Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- (d) Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table), or by feeding tube, or intravenously.
- (e) Toileting: Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- (f) Transferring: Moving into or out of a bed, chair, or wheelchair.

What is Severe Cognitive Impairment?

The term "Severe Cognitive Impairment" means a loss or deterioration in intellectual capacity that is comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia and is measured by clinical evidence and standardized tests that reliably measure impairment in the person's:

- (a) Short-term or long-term memory; and
- (b) Orientation as to people, places or time; and
- (c) Deductive or abstract reasoning.

What benefit amount may be paid?

Accelerated Benefit means the amount paid to you during the Insured's lifetime if the Insured is Certified as being Chronically Ill. You may choose monthly benefit payments or the lump sum option. In the event that the Monthly Benefit would be less than the Minimum Monthly Benefit shown on the Rider Schedule, any benefit payable will be paid as a lump sum as described in the Lump Sum Option provision. We may pay as a lump sum any Accelerated Benefit that reflects the 90 consecutive day period considered by the Licensed Health Care Practitioner that is immediately before the date of execution of a Certification submitted to us pursuant to a claim.

The Monthly Benefit is the amount paid each month beginning on the first monthly deduction day following the date that the Insured becomes eligible for Monthly Benefits.

For each 12-month benefit period, you may select the Monthly Benefit amount. Such amount must not be less than the Minimum Monthly Benefit, shown in the rider, or more than the Maximum Monthly Benefit.

Subject to the Limitation of Benefits Based on Favorable Tax Treatment provision of the rider, the Maximum Monthly Benefit that you selected is shown on the Rider Schedule. If you selected the monthly equivalent of the per diem limitations declared by the Internal Revenue Service, the Maximum Monthly Benefit is the lesser of:

- (a) The monthly equivalent of the per diem limitations declared by the Internal Revenue Service at the time all of the conditions in the Eligibility for Benefits provision are first satisfied; and

(b) The monthly equivalent of the per diem limitations declared by the Internal Revenue Service on the Rider Date of Issue, increased annually by the Annual Increase Percentage shown on the Rider Schedule.

If you selected a percentage of the Lifetime Maximum Benefit, the Maximum Monthly Benefit amount is the least of:

- (a) The Maximum Monthly Benefit percentage, shown on the Rider Schedule, multiplied by the Lifetime Maximum Benefit at the time all of the conditions in the Eligibility for Benefits provision are first satisfied; and
- (b) The monthly equivalent of the per diem limitations declared by the Internal Revenue Service at the time all of the conditions in the Eligibility for Benefits provision are first satisfied; and
- (c) The monthly equivalent of the per diem limitations declared by the Internal Revenue Service on the Rider Date of Issue, increased annually by the Annual Increase Percentage shown on the Rider Schedule.

Any Accelerated Benefit will reflect the 90 consecutive day period considered by the Licensed Health Care Practitioner that is immediately before the date of execution of a Certification submitted to Us pursuant to a claim.

What is the effect of other coverages on my benefit amount?

Benefit payments under the rider may only be made if, based on the information provided to us by you or the Insured, if different, the payments would be subject to favorable tax treatment by the federal government under Section 101(g) of the Internal Revenue Code for the calendar year in which benefits will be paid.

The Accelerated Benefits in any calendar year cannot be greater than the per diem limitation declared for that calendar year by the Internal Revenue Service multiplied by the number of days for which the Insured is Certified or Re-certified as being Chronically Ill in that calendar year. When determining whether benefits will receive favorable tax treatment, the payment of benefits for chronic illness or long term care services under all insurance policies and other sources must be considered.

What is the Maximum Death Benefit You Can Accelerate in a Calendar Year?

The Maximum Death Benefit You Can Accelerate in a Calendar Year as to the Insured under this rider is the least of:

- (a) The then-current Specified Amount; or
- (b) The Lifetime Maximum Benefit; or
- (c) The maximum portion of the Specified Amount that you may elect to accelerate, subject to the Limitation of Benefits Based on Favorable Tax Treatment provision to ensure that benefit amounts are subject to favorable tax treatment under Section 101(g) of the Internal Revenue Code.

The Maximum Death Benefit You Can Accelerate in a Calendar Year is affected, in part, by the chronic illness accelerated death benefits for all policies and riders under which the Insured is covered by us or by any other insurer as well as any long term care benefits, including reimbursements, payable from any source. The amount of the Maximum Death Benefit You Can Accelerate in a Calendar Year cannot result in a Accelerated Benefit that is greater than the IRS per diem limitation declared for a calendar year by the Internal Revenue Service, multiplied by the number of days for which the Insured is certified or re-certified as being Chronically Ill in that calendar year.

It is possible that the Maximum Death Benefit You Can Accelerate in a Calendar Year may be zero.

How do I elect a benefit?

If, after you have filed a claim under this Rider, we determine that the conditions for payment of an Accelerated Benefit have been met, we will notify you of the amount of such Accelerated Benefit potentially payable, if any, if the Insured is Chronically Ill and we will send you an election form for Accelerated Benefits. You must complete the election form and return it to us within the election period shown in the rider. The failure to provide the required election form within the election period may preclude payment of a benefit. You may choose either to elect or not to elect to receive an Accelerated Benefit if the Insured is Chronically Ill.

What waiver benefit does the rider provide?

During a benefit period, 100% of the policy's monthly deduction and the continuation guarantee account's monthly deduction, if any, will be waived. Such waiver will begin on the date Accelerated Benefits are payable under the Eligibility for Benefits provision of the rider, whether as Monthly Benefits or in a lump sum, and will continue while the policy remains in force during the period for which the Accelerated Benefits are paid. Payment of the waiver benefit under this rider does not guarantee that the policy will remain in force during or after a benefit period. Continuation of the policy while the waiver benefit is being paid under the rider will depend upon the amount of such waiver benefit and the payment of any premiums and will be subject to the grace period and termination provisions of the policy. The Owner may be required to pay premiums during and/or after a benefit period to keep the policy in force.

6. LIMITATIONS AND EXCLUSIONS.

Benefit payments under the Rider may only be made if, based on the information provided to us by the policy owner, the payments would be subject to favorable tax treatment by the federal government under Section 101(g) of the Internal Revenue Code for the calendar year in which benefits will be paid.

The Accelerated Benefit will be subject to the following limitations:

- (a) We will pay no benefits if the Insured is Chronically Ill as a direct result of his or her attempted suicide or intentionally self-inflicted injury.
- (b) If the Insured dies after a request for any Accelerated Benefit has been submitted and before you receive an Accelerated Benefit payment, such request will be voided and the policy's Death Benefit will be payable.
- (c) If the Insured dies before all Accelerated Benefit payments have been received, all remaining payments will be voided and the policy's Death Benefit will be payable, subject to all other policy provisions.

7. PREMIUM.

There is a charge to include the Chronic Illness Accelerated Death Benefit Rider on a policy. The monthly cost of insurance for the rider will be added to the monthly deduction for the policy. The maximum rider cost of insurance rates per unit of coverage are shown in the rider.

**NOTICE TO APPLICANT REGARDING REPLACEMENT
OF INSURANCE AND THE PURCHASE OF A LIFE
INSURANCE POLICY CONTAINING A CHRONIC
ILLNESS ACCELERATED DEATH BENEFIT RIDER**

The United States Life Insurance Company In The City Of New York

According to (your application) (information you have furnished), you intend to lapse or otherwise terminate an existing similar life policy or other long term care insurance, nursing home insurance, home care insurance policy or coverage, or long term care insurance policy or coverage provided under the partnership for long term care program, as defined in section 367-f of the Social Services Law and section 3229 of the Insurance Law and replace it with a policy to be issued by The United States Life Insurance Company in the City of New York. Your new policy provides 10 days within which you may decide without cost whether you desire to keep the policy. For your own information and protection, you should be aware of and seriously consider certain factors which may affect the insurance protection available to you under the new policy.

1. Health conditions which you may presently have may not be immediately or fully covered under the new policy. This could result in denial or delay of a claim for benefits under the new policy, whereas a similar claim might have been payable under your present coverage.
2. You should be aware that the premium rate for the replacement policy may be higher than what you are paying for any existing policy or coverage that you plan to replace. If the premium for your existing policy or coverage is based on your age when it was issued, you may have built up equity in that policy or coverage which may be lost if you terminate it.
3. You may wish to secure the advice of your present insurer or its agent or other representative, as applicable, regarding the proposed replacement of your present policy or coverage. This is not only your right, but it is also in your best interest to make sure you understand all the relevant factors involved in replacing your present coverage.
4. If, after due consideration, you still wish to terminate your present coverage and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical/health history. Failure to include all material medical information requested on an application may provide a basis for the company to deny any future claims and to refund your premium as though your policy had never been in force. After the application has been completed and before you sign it, reread it carefully to be certain that all information has been properly recorded.

The above "Notice to Applicant" was delivered to me on:

Insured's Signature

X _____

Insured signed on (date) _____

Owner's Signature

X _____

Owner signed on (date) _____

I have reviewed the current insurance coverage of the Insured and find that replacement and/or additional coverage of the type and amount applied for is appropriate for the Insured's needs (and the Owner's needs if the Owner is different from the Insured).

Agent's Signature

X _____

Agent signed on (date) _____