

UNITED OF OMAHA LIFE INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

ACCELERATED DEATH BENEFIT FOR CRITICAL ILLNESS RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions which are not inconsistent with the provisions of this rider. This rider does not include nonforfeiture or loan values.

When a *critical illness benefit* is paid under the terms of this rider, the policy to which this rider is attached will remain in force with a reduced face amount and a reduced death benefit. After such payment, the premium will be based on the reduced face amount.

Benefit payments for a *critical illness benefit*, as described in this rider, may only be made if the payment is subject to favorable tax treatment by the federal government.

A *critical illness benefit* may be taxable. Receipt of this benefit may adversely affect your eligibility for Medicaid or other government benefits or entitlements. Accelerated benefits do not and are not intended to qualify as long-term care insurance. You should consult your personal tax advisor regarding the tax treatment of accelerated benefits. You should contact a qualified advisor or the applicable government agency (such as the local State Medicaid office) for advice regarding eligibility for Medicaid or other government benefits or entitlements before requesting this benefit.

EFFECTIVE DATE

The effective date of this rider is the issue date of the policy.

DEFINITIONS

This section provides an alphabetical list of certain terms and their meanings as used in this rider or the policy. The meanings apply to both the singular and plural versions of the defined terms.

Critical illness benefit means the amount of the *requested acceleration* that will be paid to you as defined in the CRITICAL ILLNESS BENEFIT section of this rider. The critical illness benefit is paid to you in a lump sum.

Critically ill means that within the last 12 months a *physician* has certified that the insured has one or more of the following conditions:

a) **AIDS**:

1) Chronic HIV infection with consequent depletion of CD4 cell count to <200 cells/microL, despite usual anti-retroviral therapy; or

2) Chronic HIV infection with consequent development of an AIDS-defining illness, as defined by the Centers for Disease Control and Prevention at the time of claim, despite usual anti-retroviral therapy.

- b) **Amyotrophic Lateral Sclerosis (ALS)**: The diagnosis of ALS must be made by a *physician* who is board certified in the United States as a neurologist.
- c) **Dementia**: A condition (including Alzheimer's Disease, Frontotemporal Dementia, and Lewy Body Dementia) by a *physician* who is board certified in the United States as a neurologist or geriatrician, and meets all of the following criteria:
1. Medical evidence of significant and progressive cognitive decline in learning and memory, and decline in at least one of the following:
 - i. Language
 - ii. Executive function (abstract thought, planning, initiating, sequencing, monitoring and stopping complex behavior)
 - iii. Complex attention (distractibility, disorientation)
 - iv. Perceptual-motor (e.g. unable to use common daily objects such as comb, or silverware)
 - v. Social cognition (recognizing thoughts/emotions in self and others)
 2. The cognitive deficits interfere with independence, and require permanent daily supervision..
 3. The deficits are of at least moderate severity, evidenced by a Mini Mental State exam score of 20/30 or less, and there is evidence of worsening of cognitive function by serial tests, or by history, over at least 6 months
- (Other generally medically accepted cognitive evaluations may be used in place of MMSE).
4. The deficits do not occur exclusively in context of delirium, and are not better explained by another mental or neurological disorder (e.g. major depressive disorder, schizophrenia, stroke).
- d) **End Stage Renal Failure (Kidney Failure)**: The chronic irreversible failure of both kidneys' ability to function, which results in the need for regular hemodialysis, peritoneal dialysis or renal transplantation. The diagnosis of kidney failure must be made by a *physician* who is board certified in the United States in nephrology.
- e) **Life Threatening (Invasive) Cancer**: A type of cancer clinically confirmed as a malignant tumor that demonstrates uncontrolled growth with the spread of malignant cells and the invasion of tissue. Leukemia and lymphoma are life threatening cancers.
- Life threatening cancer does not include any of the following, regardless of the location in or on the body:
- A malignant tumor wherein the tumor cells have not invaded neighboring tissue
 - Pre-malignant tumors
 - Lesions (such as but not limited to intraepithelial neoplasia)
 - Benign tumors

- Polyps
- Non-invasive cancer
- Skin cancer other than invasive malignant melanoma or metastatic skin malignancies.

- f) **Major Organ Failure:** The diagnosis, by a *physician*, of irreversible failure of the heart, both lungs, liver, both kidneys, pancreas or bone marrow, with transplantation deemed medically necessary, followed by enrollment, in a recognized organ or bone marrow transplant program in the United States, to be the recipient of a heart, lung, liver, kidney, pancreas or bone marrow transplant.
- g) **Myocardial Infarction (Heart Attack):** An acute myocardial infarction requiring an inpatient hospital stay and resulting in the death of a portion of heart muscle due to inadequate blood supply to the relevant area from a blockage of one or more coronary arteries. Heart attack includes ST elevation, non-ST elevation, Q wave and non-Q wave presentations. In order to be covered a concurrent rise and/or fall of cardiac biomarkers must be present. The diagnosis of an acute myocardial infarction must be made by a *physician* who is board certified in the United States in cardiology or internal medicine and based on both of the following:
- A clinical setting consistent with symptoms of ischemic heart disease.
 - New electrocardiograph or cardiac imaging changes consistent with cardiac tissue death.
 - Development of new Q waves during or immediately following an intra-arterial cardiac procedure including but not limited to coronary angiography and coronary angioplasty.
- h) **Severe Burns:** A definite diagnosis of second and third degree burns over at least 20% of the total body surface area. The diagnosis of severe burns must be made by a *physician* who is a) board certified in the United States, and b) certified as a general surgeon or has additional certification in burn care.
- i) **Stroke:** An acute cerebrovascular accident or infarction (death) of brain, spinal cord or retinal tissue caused by hemorrhage, embolism or thrombosis producing measurable neurological deficit(s). Tissue damage should be confirmed by neuroimaging testing (CT, MRI, MRA, PET or similar imaging technique). Stroke does not include transient ischemic attack (TIA), chronic cerebrovascular insufficiency or neurologic impairment from trauma, infection, hypoxemia or anoxia.
- j) **Surgical treatment of an aortic aneurysm:** An operation in the treatment of an aneurysm or dissection of the thoracic or abdominal aorta. Surgical intervention would include both open and endovascular repairs. This surgery must be determined to be medically necessary and performed by a *physician* who is board certified in the United States as a vascular or cardiovascular surgeon.

Family member means anyone who is related to you or the insured in any of the following ways: *spouse*, parent, grandparent, child or grandchild, brother or sister, aunt or uncle, first cousin, nephew or niece (including adopted, in-law and step-relatives).

Physician means a doctor of medicine or osteopathy as defined in Section 1861(r)(1) of the Social Security Act, other than you, the insured, or a *family member*, duly licensed and legally qualified to diagnose and treat sickness and injury. He or she must be providing services within the scope of his or her license.

Requested acceleration means the amount of the death benefit that you request be paid prior to the insured's death under the REQUESTING AN ACCELERATION section of this rider.

Spouse means the person with whom you or the insured has entered into marriage, domestic partnership, civil union partnership, or the equivalent as recognized and allowed by any applicable federal or state law.

REQUESTING AN ACCELERATION

While this rider is in force, you may request to receive a *critical illness benefit* for part of your policy's death benefit.

We will pay a *critical illness benefit* to you or your estate, unless you have otherwise designated or assigned this benefit, in a lump sum immediately after we receive your acceleration request and satisfactory proof that the insured is *critically ill*.

If the insured dies after you elect to receive a *critical illness benefit*, but before you have received such benefit, we will cancel your election and pay the death benefit in accordance with the terms of the policy.

Proof that the insured is *critically ill* will include a completed claim form and a written statement from a *physician*. We will send you the claim form within 15 days of your acceleration request. If we do not send you the claim form within 15 days, you can meet the proof of loss requirement by giving us a written statement of your claim. In all events, we must receive certification from a *physician* certifying that the insured is *critically ill*. We reserve the right to request additional medical information from the *physician* submitting the certification and to obtain a second medical opinion of the insured's medical condition at our expense. If there is a disagreement between your *physician* and the *physician* designated by us, a third medical opinion may be obtained, at our expense, by a mutually acceptable *physician*. Such third medical opinion will be binding on both parties.

The minimum *requested acceleration* under this rider is \$5,000. The maximum sum of all accelerated death benefit payments, for the policy to which this rider is attached, cannot exceed 80% of the policy's face amount as of the policy issue date. The issue date and face amount are shown on the policy data pages.

You may request a *critical illness benefit* no more than once every 12 months.

CRITICAL ILLNESS BENEFIT

A *critical illness benefit* is an amount equal to:

- a) the *requested acceleration* multiplied by an actuarial present value factor; minus
- b) the present value of expected future unpaid premiums; minus
- c) an administrative charge equal to \$100.

The actuarial present value factor will be based on the life expectancy of the insured and the Accelerated Death Benefit Interest Rate, determined as of the date of the *requested acceleration*.

The Accelerated Death Benefit Interest Rate will not exceed the lesser of:

- a) 6%; and
- b) the greater of:
 - 1. the then current yield on the 90-day Treasury Bills available at the date of the *requested acceleration*; and
 - 2. the Moody's Corporate Bond Yield Averages – Monthly Average Corporates – published by Moody's Investors Services, Inc. or any successor thereto for the calendar month ending two months before the date of the *requested acceleration*.

We will require the signature of the beneficiary, if the beneficiary designation then in effect is irrevocable, or any assignee before we pay a benefit under this rider.

EFFECT OF BENEFIT PAYMENTS

The following will occur upon payment of a *critical illness benefit*:

- a) the face amount shown on the policy data page less any previous acceleration will be reduced by the *requested acceleration*; and
- b) premiums will be based on the reduced face amount.

Prior to and concurrent with the election to receive a *critical illness benefit*, we will give you and any irrevocable beneficiary a statement demonstrating the effect of the *critical illness benefit* payment on your policy's face amount, death benefit, and premium.

REINSTATEMENT

This rider will be reinstated if:

- a) the policy to which this rider is attached lapses and is subsequently reinstated according to the policy's reinstatement provision; and
- b) this rider has not terminated as described in the TERMINATION section.

TERMINATION

This rider will terminate on the earliest of the following:

D702LNA18R

- a) the date a benefit is paid under any Accelerated Death Benefit for Terminal Illness Rider attached to your policy;
- b) the date the total amount of *requested accelerations* under any accelerated death benefit riders attached to the policy equals the maximum amount shown in the REQUESTING AN ACCELERATION section;
- c) the date the policy's face amount reaches \$5,000 or below;
- d) the date the policy lapses;
- e) the policy's expiration date;
- f) the date we receive your written request to cancel coverage under this rider; or
- g) the date the insured dies.

The provisions contained in the EFFECT OF BENEFIT PAYMENTS section of this rider apply even if this rider terminates.

Termination of this rider will not prejudice the payment of benefits for a *terminal illness* that occurred while the rider was in force.

United of Omaha Life Insurance Company

