

# UNITED OF OMAHA LIFE INSURANCE COMPANY

MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## ACCELERATED DEATH BENEFIT FOR TERMINAL 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.

When a *terminal illness benefit* is paid under the terms of this rider, the policy to which this rider is attached will remain in force and this rider will terminate. You can only request acceleration once under this rider.

The policy will continue with a reduced face amount and a reduced death benefit. After such payment, the premium will be based on the reduced face amount.

A *terminal 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

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

### DEFINITIONS

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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.

**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.

**Terminal illness or terminally ill** means a medical condition that, with a reasonable degree of medical certainty, will result in the insured's death within 12 months or less from the date a *physician* signs the statement of proof of terminal illness.

**Terminal illness benefit** means the amount of the *requested acceleration* that will be paid to you as explained in the TERMINAL ILLNESS BENEFIT section of this rider. The terminal illness benefit is paid to you in a lump sum.

## REQUESTING AN ACCELERATION

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

We will pay a *terminal 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 has a *terminal illness*.

If the insured dies after you elect to receive a *terminal 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 *terminally 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 *terminally ill*. We reserve the right to review the insured's medical records 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.

## TERMINAL ILLNESS BENEFIT

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The *terminal illness benefit* will be an amount equal to the *requested acceleration*, less:

- a) the Accelerated Death Benefit Interest Rate multiplied by the *requested acceleration*; and
- b) an administrative charge equal to \$100.

The Accelerated Death Benefit Interest Rate will be determined as of the date of the *requested acceleration*, and 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 to that service, subject to the approval of the Interstate Insurance Product Regulation Commission, 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**

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The following will occur upon payment of the *terminal 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 *terminal illness benefit*, we will give you and any irrevocable beneficiary a statement demonstrating the effect of the *terminal illness benefit* payment on your policy's face amount, death benefit, and premium.

## **REINSTATEMENT**

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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**

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This rider will terminate on the earliest of the following:


- a) the date a *terminal illness benefit* is paid;
- 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**

A handwritten signature in black ink, reading "Richard C. Anderson", is enclosed within a large, thin, black right-facing square bracket. The signature is written in a cursive, flowing style.