

# UNITED OF OMAHA LIFE INSURANCE COMPANY

MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS OR NURSING HOME CONFINEMENT 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 we pay the accelerated death benefit under the terms of this rider, the policy to which this rider is attached will terminate. The accelerated death benefit may be taxable. Receipt of the accelerated death benefit may adversely affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax advisor or the Social Security Administration before requesting the accelerated death benefit.*

### EFFECTIVE DATE

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The effective date of this rider is the date it is issued.

### DEFINITIONS

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**Accelerated death benefit** means the reduced advance payment of the policy's entire death benefit while the insured is living as described in this rider.

**Family member** means:

- (a) the insured's spouse; and
- (b) anyone who is related to the insured or the insured's spouse as a parent, grandparent, child or grandchild, brother or sister, aunt or uncle, first cousin, or nephew or niece (including adopted, in-law and step-relatives).

**Nurse** means someone who is licensed as a registered nurse (R.N.), licensed practical nurse (L.P.N.), or licensed vocational nurse (L.V.N.) and is operating within the scope of that license. Nurse does not include you, a *family member*, or anyone who normally resides in your home or the insured's home.

**Nursing home** means a facility or distinctly separate part of a hospital or other institution that is appropriately licensed or certified, or complies with the state's facility licensing requirements, to engage primarily in providing nursing care to inpatients under a planned program supervised by a *physician*. A *nursing home* provides 24-hour-a-day nursing care by a *nurse* under the supervision of a registered nurse (R.N.) or a *physician*, maintains a daily record of each inpatient, and provides nursing care at skilled, intermediate, and/or custodial levels.

**Nursing home acceleration factor** means the discount factor applied to the death benefit in the calculation of the *accelerated death benefit for nursing home confinement*. The nursing home acceleration factor varies by *policy year* as shown in the TABLE OF NURSING HOME ACCELERATION FACTORS below.

**Nursing home confinement** means that a *physician* has certified that the insured has been confined to a *nursing home* for at least 90 consecutive days and is expected to remain confined to a *nursing home* for the duration of the insured's life.

**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.

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

### REQUESTING THE ACCELERATED DEATH BENEFIT

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Upon *written request* while this rider is in force, you may receive the *accelerated death benefit* if the insured is under *nursing home confinement* or has a *terminal illness*. We will pay the *accelerated death benefit* in a lump sum as soon as possible after we receive all claim requirements. You may receive the *accelerated death benefit* only once.

To receive the *accelerated death benefit*, you must send us satisfactory proof that the insured is under *nursing home confinement* or has a *terminal illness*. Satisfactory proof will include a completed claim form and a written statement from a *physician*. 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 the second medical opinion conflicts with the first medical opinion, a third medical opinion will be obtained at our expense from a *physician* who is mutually acceptable to you and us. We will promptly pay the *accelerated death benefit* upon receiving satisfactory proof.

We will send you a claim form within 15 days of your request for the *accelerated death benefit*. Before we pay the *accelerated death benefit*, we will also send you and any irrevocable *beneficiary* a statement demonstrating the effect of the *accelerated death benefit* on the policy's cash value, death benefit, premiums, and any loan.

We will pay the *accelerated death benefit* to you or your estate unless you assign the payment to someone else. We will require the signature of any irrevocable *beneficiary* or any assignee of record prior to payment.

If the insured dies following your election to receive the *accelerated death benefit*, but prior to your receipt of the *accelerated death benefit*, we will cancel your election and pay the death benefit according to the terms of the policy.

The *accelerated death benefit* will not be less than the current cash value of the policy minus any loan.

The reinstatement provisions of the policy to which this rider is attached apply to this rider.

## **NURSING HOME CONFINEMENT BENEFIT**

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The *accelerated death benefit* for *nursing home confinement* will be equal to:

- (a) the death benefit; multiplied by
- (b) the applicable *nursing home acceleration factor*; minus
- (c) a charge of \$100; minus
- (d) any loan; minus
- (e) any due but unpaid premiums.

We will retain the difference between the death benefit and the death benefit multiplied by the applicable *nursing home confinement factor* as compensation for paying the death benefit on a date prior to the insured's death.

## **TERMINAL ILLNESS BENEFIT**

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The *accelerated death benefit* for *terminal illness* will be equal to:

- (a) the death benefit; minus
- (b) 6% of the death benefit; minus
- (c) a charge of \$100; minus
- (d) any loan; minus
- (e) any due but unpaid premiums.

We will retain 6% of the death benefit as compensation for paying the death benefit on a date prior to the insured's death.

## **TERMINATION**

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This rider will terminate on the earliest of the date:

- (a) you send a *written request* to terminate this rider;
- (b) we pay the *accelerated death benefit*; or
- (c) the policy terminates according to its terms.

The termination of this rider will not prejudice the payment of the *accelerated death benefit* if the insured was under *nursing home confinement* or had a *terminal illness* while this rider was in force.

When we pay the *accelerated death benefit*, the policy to which this rider is attached will terminate.

## TABLE OF NURSING HOME ACCELERATION FACTORS

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Policy Year	Factor	Policy Year	Factor
[1	0.70	20	0.80
2	0.70	21	0.80
3	0.71	22	0.81
4	0.71	23	0.81
5	0.72	24	0.82
6	0.72	25	0.82
7	0.73	26	0.83
8	0.73	27	0.84
9	0.74	28	0.86
10	0.74	29	0.86
11	0.75	30	0.87
12	0.75	31	0.88
13	0.76	32	0.89
14	0.76	33	0.91
15	0.77	34	0.92
16	0.77	35	0.93]
17	0.78		
18	0.78		
19	0.79		

United of Omaha Life Insurance Company

SAN

  
Corporate Secretary