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**FORT DEARBORN LIFE INSURANCE COMPANY**

(A stock life insurance company, herein called the Company)

[300 East Randolph Street

Chicago, Illinois 60601

(312) 653-6500]

[Administrative Office

P. O. Box 655403

Dallas, TX 75265-5403]

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## Waiver of Surrender Charge Rider: Nursing Home / Terminal Illness

### **BENEFIT**

If the [Owner] becomes a resident of a Nursing Facility or is diagnosed as Terminally Ill after the first Contract Year and prior to the Maturity Date, the benefits of this Rider shall apply. Surrender Charges will be waived [for a full Surrender of the Contract or for annual partial Surrenders] of the Account Value.

### **NURSING HOME CONFINEMENT WAIVER**

To be eligible for benefits under this section, each of the provisions below must be satisfied:

- a. the [Owner] must be a resident of a Nursing Facility, as defined below, for a continuous and consecutive period of [sixty (60)] days or more;
- b. satisfactory proof of such residence must be provided to the Company; and
- c. such withdrawal must occur while the [Owner] is a resident of a Nursing Facility or within forty-five (45) days after the [Owner] ceases to be a resident as defined above.

For purposes of this Rider, a Nursing Facility must satisfy all of the definitions below:

- a. a Nursing Facility must be Medicare-approved or be licensed and operated as a Skilled Nursing Facility, Intermediate Care Facility or Custodial Care Facility according to the law of the jurisdiction in which it is located;
- b. a Nursing Facility must provide skilled nursing care under the supervision of a registered graduate professional nurse (R.N.);
- c. a Nursing Facility must maintain a daily medical record of each patient; and
- d. a Nursing Facility must provide room, board and nursing services for at least three people.

For purposes of this Rider, a Nursing Facility is not:

- a. an acute general care hospital;

- b. a place that primarily provides care or treatment for mental illness, alcoholism or drug abuse;
- c. a place that primarily provides living arrangements for people not suffering from a specific physical illness or injury; or
- d. a place that primarily provides domiciliary, residency or retirement living.

### **TERMINAL ILLNESS WAIVER**

To be eligible for benefits under this section, each of the provisions below must be satisfied:

- a. the [Owner] must provide proof acceptable to the Company that he or she is Terminally Ill. For all purposes of this Rider, an [Owner] shall be considered to be "Terminally Ill" if it is established that he or she is not expected to live more than [six (6)] months. This proof includes, but is not limited to, certification by a licensed physician who:
  - i. has examined the [Owner] and is qualified to provide such certification; and
  - ii. is neither the Owner, the Annuitant nor a family member of the Owner or Annuitant.
- b. The Company may require a second opinion or an examination of the [Owner] by another physician it chooses as part of any proof. The cost of any second examination will be borne by the Company.

**EFFECTIVE DATE:** Contract Date



[Larry J. Newsom]  
President

<p>This Rider is attached to and made a part of the Contract. This Rider is subject to all of the provisions of the Contract that apply to and are not in conflict with the provisions of this Rider.</p>
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