



## ACCIDENT ONLY DISABILITY INCOME INSURANCE POLICY

**Read your policy carefully! This policy is a legal contract between you and us.** The consideration for this policy is the application and the premium you paid.

### CHECK YOUR APPLICATION

**Caution:** We issued this policy based on your responses to the questions on your application. A copy of your application is attached to and made part of this policy. If your answers are incomplete, incorrect, or untrue, we may have the right to rescind your policy and deny benefits. The best time to clear up any questions is now, before a claim arises. If any of your answers are incorrect, please contact us.

### 30-DAY RIGHT TO REVIEW POLICY

You have 30 days from the date of delivery to review this policy. If during that time you are not satisfied with it, you may return this policy to us or your agent for a prompt refund of all premiums paid. The policy will then be considered never to have been issued.

### GUARANTEED RENEWABLE TO AGE 67 / CONDITIONALLY RENEWABLE TO AGE 75

You are guaranteed the right to continue your coverage until *age 67*. During that time, we cannot cancel your policy as long as you pay the required premium when it is due. When you attain *age 67*, and on each anniversary of the *policy effective date* thereafter, you may continue coverage as provided on the policy schedule under conditional renewability to *age 75* provided you:

- (a) have maintained *full-time employment* for the previous 12 months;
- (b) are not then receiving benefits under this policy; and
- (c) pay the necessary premium when due.

Conditional renewability is not available if you are *unemployed*.

### PREMIUMS CAN CHANGE

Your policy's premium may change before *age 67*, but only if the same change is made to all policies of this form issued to persons of the same *class*. After *age 67*, if you continue your coverage under conditional renewability, the premium will increase every year because the premium rate is then based upon your attained *age*. The premium may also change for other reasons after *age 67*, but only if we make the same change on a *class* basis. We will give you at least 45 days' advance written notice before any premium change is made on a *class* basis. In no event will the premium increase during the first 12 months following the *policy effective date*.

### READ YOUR POLICY CAREFULLY.

**YOUR POLICY CONTAINS A PRE-EXISTING CONDITION LIMITATION.**

**THIS POLICY COVERS ACCIDENTS ONLY --**

**IT DOES NOT PAY BENEFITS FOR LOSS RESULTING FROM SICKNESS.**

**THIS POLICY IS NON-PARTICIPATING. NO DIVIDENDS WILL BE PAID.**

**FOR CUSTOMER SERVICE OR QUESTIONS ABOUT COVERAGE**

**YOU MAY CALL US TOLL-FREE AT: 1-800-775-6000**

**OR VISIT US THROUGH OUR WEBSITE WWW.MUTUALOFOMAHA.COM**

To contact your state insurance department, please call 1-###-###-####.

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## DEFINITIONS

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The defined terms used in your policy are shown below. We have *italicized* these terms wherever they appear to make them easier for you to find (except for *we, us, our, you, and your*).

**Accumulation period** means an uninterrupted period of consecutive days during which the *elimination period* must be satisfied. The *accumulation period* is shown on the policy schedule.

**Age** means your *age* on the anniversary of the policy effective date shown on the policy schedule that coincides with or immediately follows your most recent birthday.

**Beneficiary** means the person(s) or legal entity you name in the application to receive any benefits under this policy in the event of your death.

**Benefit Period** means the maximum length of time *disability* benefits are payable. The *benefit period* begins on the first day benefits become payable after expiration of the *elimination period*. The *benefit period* ends as shown on the policy schedule.

**Blindness** means the permanent and uncorrectable loss of sight in both eyes. In order for *blindness* to be covered, your corrected visual acuity must be worse than 20/200 in both eyes, or your field of vision must be less than 20 degrees in both eyes. The *physician* making the *diagnosis* of *blindness* must be a board-certified ophthalmologist.

**Class** means persons with the same policy form, *benefit period*, *elimination period*, issue age, sex, tobacco status, occupational class, optional coverage, and issue state as yours.

**Deafness** means a permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear. The *physician* making the *diagnosis* of *deafness* must be a board-certified otolaryngologist.

**Disability or Disabled** means *total disability* that first begins while this policy is in force. If either the Residual Disability Benefit Rider or the Enhanced Residual Disability Benefit Rider is attached to this policy and is in force, *disability* or *disabled* also includes *residual disability*.

**Earnings** means the total income you receive from your *regular occupation* as follows:

- (a) If you are an employee, *earnings* includes salary, wages, bonuses, and commissions before taxes as reported for federal income tax purposes.
- (b) If you are self-employed, *earnings* includes salary, wages, commissions, bonuses, your share of business net profit, and contributions to a pension and/or profit sharing plan made by a business on your behalf. Normal and usual business expenses (as used in accepted accounting practices and procedures for tax purposes) are to be deducted. Income taxes are not to be deducted.

*Earnings* also includes fees and other payments received for personal services rendered or work performed in your *regular occupation* before taxes. *Earnings* does not include dividends, rents, royalties, annuities or other forms of unearned income.

**Elimination period** means the number of calendar days of *disability* that must pass before benefits become payable. The days within this period do not need to be consecutive but need to be completed within the *accumulation period*. The *elimination period* is shown on the policy schedule. The *elimination period* begins on the date of first medical treatment provided or prescribed by a *physician* for the *injury* which caused your *disability*. You must be *disabled* for the same cause or causes within the same *elimination period*.

**Formal request** means a written request that is signed by you, dated, and received by us. The request must be on a form we supply or be in a form and content acceptable to us.

**Full-time employment** means you are actively and regularly working for wage or profit for at least 30 hours per week.

**Injury** means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force,
- (b) is independent of *sickness* or any other cause (except for *sickness* caused by the *injury*), and
- (c) is not excluded from coverage.

If *total disability* or *residual disability* begins more than 30 days after the date an *injury* was sustained, the condition will be considered to be a *sickness*.

**Material and substantial duties** mean the essential tasks, functions, and operations relating to your *regular occupation* that cannot be reasonably omitted or modified.

**Mental or nervous disorder** means any disorder classified within the Diagnostic and Statistical Manual of Mental Disorders (DSM). This includes but is not limited to: psychiatric, psychological, emotional, or behavioral disorders or

those related to *substance abuse*, stress, or dependency; or any biochemical or biological disorder or imbalance of the brain regardless of the cause, including any related complications. This does not include dementia, or cognitive disorders or impairments related to, or resulting from stroke, physical trauma, infections, or forms of dementia/senility that are irreversible.

The DSM refers to the most recent version published by the American Psychiatric Association (APA) at the time you become disabled. Should the DSM be discontinued, we will utilize the replacement chosen by the APA or the organization that succeeds it subject to the approval of the Interstate Insurance Product Regulation Commission.

**Monthly benefit** means the amount we will pay each month for your *disability*, after the *elimination period* is satisfied. The *monthly benefit* is shown on the policy schedule. The *monthly benefit* is part of the *total monthly benefit*.

**Physician** means a person legally licensed to practice medicine or psychology or a health care provider who is legally licensed to diagnose and treat an *injury* causing your *disability*. He or she must be providing services within the scope of his or her license. The *physician* must be a person other than you, an immediate member of your family, or anyone with whom you share a significant business interest.

**Policy effective date** means the date coverage is effective under this policy as shown on the policy schedule.

**Premium due date** means the month and day your policy's premium payment is due. The *premium due date* can vary depending on whether the premiums are paid monthly, quarterly, semiannually, annually, or by any other interval that might be available in the future.

**Presumptive total disability** or **presumptively totally disabled** means that solely due to *injury* you are presumed to be permanently *totally disabled* if your *disability* results in your:

- (a) complete and irrecoverable loss of speech;
- (b) *deafness*;
- (c) *blindness*; or
- (d) complete and irrecoverable loss of use of both hands, both feet or one hand and one foot.

**Pre-existing condition** means a condition:

- (a) for which medical advice, diagnosis, care, or treatment was recommended, prescribed by or received from a *physician* within a two-year period prior to the *policy effective date*; or
- (b) for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care, or treatment provided or prescribed by a *physician* within a one-year period prior to the *policy effective date*.

A *pre-existing condition* does not include a condition that was disclosed on your application and not excluded from coverage by name or specific description as of the date of loss.

**Recurrent disability** means a later *disability* that results from the same or related cause or causes as a prior *disability* and you were unable to return to *full-time employment* between such *disabilities* for at least six months in a row (or for at least 12 months in a row if your *benefit period* is more than five years).

**Regular medical care** means treatment, consultations, and diagnostic services provided or prescribed by a *physician* whose specialty is suitable for your medical condition. Such care must be received in person at a frequency that is appropriate for your *disability* according to generally accepted medical standards. We may waive this *regular medical care* requirement upon our receipt of reasonable proof that such care is no longer appropriate for your *disability*.

**Regular occupation** means the occupation(s), not a specific job(s) or a job with a certain employer(s), in which you are regularly engaged at the time you become *disabled*. If you are *unemployed* at the time you become disabled, *regular occupation* means any occupation for which you are reasonably suited because of education, training, or experience.

**Sickness** means your illness or disease which:

- (a) first manifests itself on or after the *policy effective date* and while this policy is in force, and
- (b) is not excluded from coverage.

**Substance abuse** means drug abuse, alcoholism or chemical dependency.

**Total disability** or **totally disabled** means during the *elimination period* and:

- (a1) for the duration of a *benefit period* of up to 24 months or less, or
- (b1) during the first 24 months of a *benefit period* of 24 months or longer,

that solely due to *injury*:

- (a2) you are unable to perform all of the *material and substantial duties* of your *regular occupation*;
- (b2) there are no reasonable job or worksite modifications that would allow you to do so;
- (c2) you are not engaged in any occupation for wage or profit; and
- (d2) you receive *regular medical care*.

If the *benefit period* is longer than 24 months *total disability* or *totally disabled* will then mean, for the period after the first 24 months following the *elimination period*, that solely due to *injury*:

- (a3) you are unable to perform all of *material and substantial duties* of any occupation for which you are reasonably suited because of education, training, or experience;
- (b3) there are no reasonable job or worksite modifications that would allow you to do so; and
- (c3) you receive *regular medical care*.

**Total monthly benefit** means the amount we will pay each month during your *disability*, including the *monthly benefit* for your *disability* plus *monthly benefits* from any attached Social Insurance Supplement Benefit Rider attached to your policy. The *total monthly benefit* is shown on the policy schedule.

**Unemployed** means you are not actively working in any capacity for pay or profit.

**We, us or our** means the Mutual of Omaha Insurance Company.

**You or your** means the person named as the insured on the policy schedule.

## DISABILITY BENEFITS

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### TOTAL DISABILITY

If you are *totally disabled*, we will pay the *monthly benefit* shown on the policy schedule. *Total disability* benefits begin after the *elimination period* has been satisfied. Benefits are payable while you remain *totally disabled* during the *benefit period*. The *benefit period* may gradually decrease as shown on the policy schedule BENEFIT PERIOD INFORMATION section.

*Total disability* benefits are payable on a monthly basis. When less than one month of *total disability* benefits is due, we will pay 1/30<sup>th</sup> of the *monthly benefit* for each day of *total disability*.

### PRESUMPTIVE TOTAL DISABILITY

If you are *presumptively totally disabled*, we will pay the *monthly benefit* under your policy during the *benefit period* upon proof of your *presumptive total disability*. Benefits are payable even if you return to work at any occupation. The *elimination period* will be waived. *Regular medical care* will not be required.

### RECURRENT DISABILITY

If you have a *recurrent disability*, your *benefit period* for the same or related cause will resume unless previously exhausted and a new *elimination period* will not apply.

If you have a later *disability* that does not meet the conditions of a *recurrent disability*, a full *benefit period* will be restored, and a new *elimination period* will apply.

### CONCURRENT DISABILITY

If you are *disabled* as a result of more than one *injury* at the same time, benefits will be considered the same as if the *disability* resulted from only one cause. In no event will you be eligible to have more than one *disability* benefit at one time.

## REHABILITATION BENEFITS

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While you are receiving *disability* benefits, we may pay for a vocational rehabilitation program if it is beneficial for both you and us. The goal of the program is your return to work.

The program may start at your request or we may suggest it. Any rehabilitation program must be mutually agreed upon between you and us. The program must be approved in writing by us before it begins.

Rehabilitation assistance may include, but is not limited to:

- (a) job modification;
- (b) retraining for a new occupation;
- (c) purchase of adaptive equipment;
- (d) management of medical services;
- (e) educational expenses; and
- (f) business or financial planning.

Your participation in a rehabilitation program is completely voluntary on your part. Choosing to not participate in a rehabilitation program will not affect our determination of whether you are *disabled* and eligible for benefits.

## WAIVER OF PREMIUM

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We will waive premium for the policy and any riders after you are *disabled* for the length of the *elimination period*, but not to exceed 90 days.

The days of the *elimination period* do not need to be consecutive but need to be completed within the *accumulation period*. The waiver of premium will extend back to your first day of *disability* and will be applied after you qualify as stated above. We will refund any premiums which became due for days during these time periods on a pro rata basis.

We will continue to waive any premiums which thereafter become due while your *disability* continues uninterrupted. The days of *disability* during this period must be consecutive.

If you are *presumptively disabled*, this waiver of premium will start on the first date you are eligible to receive *presumptive total disability* benefits, regardless of the *elimination period*.

On the date *disability* benefits cease to be payable as described above, waiver of premium will stop. You must resume payment of premiums by paying the pro-rata portion of any premium until the next *premium due date* and continue to pay premiums thereafter.

We will require satisfactory proof of your *disability* for premiums to be waived. In the event of your death, any premium refunds due may be paid to the *beneficiary* or to your estate, at our discretion.

During a period of *recurrent disability*, your premium will again be waived.

## SURVIVOR BENEFIT

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Upon your death, we will pay a survivor benefit to your designated *beneficiary*, if, at the time you died:

- (a) *disability* benefits were payable; and
- (b) the *benefit period* was not exhausted.

The survivor benefit will be a lump-sum amount equal to three times the *total monthly benefit* payable under your policy at the time of your death. In the event no *beneficiary* is named or living, the survivor benefit will be paid:

- (a) to your surviving spouse; if none, then
- (b) equally to your surviving natural and adopted children; if none, then
- (c) equally to your surviving parent(s); if none, then
- (d) to your estate.

## TERMINATION

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This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy or any future date that you may request (in which case the grace period will not apply);
- (b) the date of your death;
- (c) the date that more than 90 days have passed since the end of your suspension for military service;
- (d) the *premium due date*, if the premium was not paid before the end of the grace period;
- (e) the *premium due date* after you stop *full-time employment* after you reach *age 67*;
- (f) the date your policy is not conditionally renewed after you reach *age 67*; or
- (g) the date you reach *age 75*.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. If we accept a premium without notice that you are no longer maintaining full-time employment after *age 67*, such premium will be refunded. Termination of coverage will not affect any claim beginning while the policy was in force.

## EXCLUSIONS AND LIMITATIONS

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The following exclusions and limitations apply both to this policy and any riders that may be attached.

We will not pay benefits for *disability* or other loss that:

- (a) begins while your policy is not in force;
- (b) results from a condition or activity specified in the UNDERWRITING LIMITATIONS OR EXCLUSIONS section of your policy schedule;
- (c) results from an act of declared or undeclared war;
- (d) is sustained as a result of serving on active duty in the armed forces (coverage may be suspended as described in the **Military Suspension** provision of your policy);
- (e) is caused by attempted suicide or intentionally self-inflicted *injury*;
- (f) results from the commission or attempted commission of a felony or loss resulting from engagement in an illegal occupation; or
- (g) results from your being legally intoxicated as defined by state law in the state where the loss occurs.

We will not pay benefits for any period during your *disability* while you are incarcerated in a penal or correctional institution for a period of 30 consecutive days or longer.

### RESIDENCE OUTSIDE THE UNITED STATES OR CANADA LIMITATION

While you reside outside of the United States, its territories or possessions, or Canada, benefits will be limited to a maximum of 12 months before they are suspended. This limitation and suspension will apply whether or not your *disability* began while you were residing outside of these specific areas. If you return to the United States, its territories or possessions, or Canada, you may resubmit a notice of claim for benefits under your policy.

### PRE-EXISTING CONDITION LIMITATION

We will not pay benefits for *disability* or loss resulting from a *pre-existing condition*, unless such *disability* or loss begins 12 months or more after the *policy effective date*.

## CLAIMS PROVISIONS

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### NOTICE OF CLAIM

Notice of a claim must be given to us within 20 days after your *disability* or loss begins, or as soon as is reasonably possible. Such notice can be given to us at our home office in Omaha, Nebraska, or to any of our authorized agents. Delay in giving notice will not impair your right to benefits which would otherwise have accrued before the date on which notice is actually given. You may give us the required notice or someone else may do it for you. The notice should include your name and policy number as shown on the policy schedule.

### CLAIM FORMS

When we receive your notice of a claim, we will send you forms for filing proof of loss. If we do not send you these forms within 15 days after the sending of such notice, you can meet the proof of loss requirement by giving us a written statement of your claim. We must receive this statement within the time specified for filing in the **Proof of Loss** provision.

### PROOF OF LOSS

For periodic payment of a continuing loss, written proof of loss must be given to us within 90 days after the end of each period for which you contend we are liable. For any other loss, written proof of loss must be given to us within 90 days after the date of such loss. You should send such written proof to our Omaha, Nebraska home office address shown on the face page of this policy. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, unless you were legally incapacitated.

### DOCUMENTATION OF EARNINGS

In the course of evaluating your claim, you must provide to us documentation of your *earnings*. This may include at our request copies of your pay statements and state or federal income tax returns, including attachments and schedules.

## RESPONSIBILITY TO COOPERATE

You have the responsibility to cooperate with us and submit all required forms and documentation for claims and continued benefits. You also have the responsibility to obtain *regular medical care* for your *disability or loss* for which you are claiming benefits.

## TIME PAYMENT OF CLAIMS

Subject to our receipt of satisfactory proof of loss, accrued benefits for such loss will be paid at the end of each month. Any balance unpaid when our liability for such loss ends will be paid immediately upon our receipt of satisfactory proof. Benefits for any other covered loss will be paid immediately once we receive satisfactory proof of loss.

If a claim is paid more than 30 days after we receive satisfactory proof of loss, the delayed payment will be subject to simple interest at the rate of 10% per year beginning on the 31<sup>st</sup> day after receipt of satisfactory proof of loss and ending on the day the claim is paid.

## APPEALS

If you wish to appeal our determination, you must submit a *formal request* in writing to us within 180 days after you receive notice of our denial. The request for appeal must state why you feel you are entitled to a benefit under your policy. We will review your request and respond with acceptance, denial, or request for additional information within 30 days of our receipt of your *formal request*.

You have a right to review, upon your request and free of charge, copies of all documents, records, and other information related to your claim for benefits. You also may submit written comments, documents, records and other information related to your claim for benefits.

## PAYMENT OF CLAIMS

We will pay all benefits to you, if living. If you are deceased, we will pay the Survivor Benefit as set forth in the **Survivor Benefit** provision. We will pay all other benefits unpaid and any unearned premium upon your death to your designated *beneficiary*.

In the event no *beneficiary* is named or living, we may pay up to \$1,000:

- (a) to your surviving spouse; if none, then
- (b) equally to your surviving natural and adopted children; if none, then
- (c) equally to your surviving parent(s); if none, then
- (d) to your estate.

Payment made in good faith will fully discharge us to the extent of the payment.

## OVERPAYMENT OF BENEFITS

If an overpayment of benefits should occur, we can require reimbursement from you within 60 days from the time we issued the payment for the amount that has been overpaid. We also have the right to recoup the overpayment from future claim benefits.

## POLICY PROVISIONS

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### ENTIRE CONTRACT AND CHANGES

Your policy is a contract between you and us. The entire contract consists of:

- (a) your policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any benefit riders and amendment riders; and
- (e) any endorsements.

No change in your policy will be effective until approved by an executive officer of the company. This approval must be noted on or attached to the policy. No agent can change the contract of insurance in any way. Any rider, endorsement, or application added after the *policy effective date* which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.



## TIME LIMIT ON CERTAIN DEFENSES

After two years from the date you become covered under this policy, only fraudulent misstatements in your application can be used to void coverage or deny a claim for *disability* or loss incurred that starts after the two-year period.

No claim for *disability* or loss incurred that starts after two years from the *policy effective date* will be reduced or denied on the grounds that an *injury*, not excluded from coverage by name or specific description, existed prior to the *policy effective date*, except in the instance of fraud.

If you apply for an increase in coverage under this policy, this provision will apply to statements made in the application for the increase, and a new two-year period will begin on the date the underwritten increase becomes effective and will apply only to the amount of the increase.

If this policy is reinstated, the time period in this provision will be measured from the date of reinstatement as to the statements contained in the reinstatement application. After two years from the date that the policy is reinstated, only fraudulent misstatements in your reinstatement application can be used to void coverage or deny a claim for loss incurred or *disability* that starts after the two-year period.

## PAYMENT OF PREMIUMS

You must pay premiums to us to keep your policy in force. Premium is considered paid when we receive it. Your first premium is due on the *policy effective date*. Subsequent premiums are due on each *policy due date*.

The frequency of payment is called the premium mode. You chose your premium mode on your application and it is shown on the policy schedule. You may change your premium mode by giving us written or verbal notice at least 30 days before the next *policy due date*.

## GRACE PERIOD

Your policy premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy will stay in force during the grace period as long as you pay the premium due before the end of the grace period. If the premium due is not paid by the end of the grace period, the policy will terminate as of the last *premium due date* and will be considered to have not been in force during the grace period.

## REINSTATEMENT

Your policy will lapse if you do not pay your policy premium before the end of the grace period. We may or may not reinstate your policy at our option. If we accept a late premium without requiring you to complete an application for reinstatement, your policy will be reinstated as though no coverage lapse had occurred.

If you do not pay a premium that is overdue, or if we do not accept an overdue premium, you may still request that we reinstate your policy. Your request for reinstatement must be received by us no later than 180 days from the lapse date (the date that the last premium was due). We may require you to complete an application for reinstatement. We may also require additional medical and financial underwriting, as well as an update of your current *regular occupation*.

If we approve the application, we will reinstate your policy as of that date. If we do not approve your application within 45 days of the date that we receive the application and the reinstatement premium, we will reinstate your policy unless we have previously given you written notice of our disapproval of your request for reinstatement.

Your reinstated policy will only cover loss due to an *injury* sustained on or after the date of reinstatement. In all other respects, your rights and our rights will remain the same as before the policy lapsed, subject to any provisions noted on or attached to the reinstated policy.

## MILITARY SUSPENSION

If you are a member of the armed forces, National Guard, or reserves of any state or country, you may submit a written *formal request* to us or our authorized agent to suspend your policy during a period of active duty. This does not apply to active duty that lasts less than 90 days. Such request must provide information explaining that you are eligible for the coverage suspension. We will suspend your coverage from the earlier of the date we receive your written request, the date your military service begins, or any later date specified in your request. During the suspension, your policy will not be in force, you will not be required to pay premiums, and your policy will not provide any coverage. We will refund any unearned premiums for the period of suspension.

When your military service of no longer than 5 years terminates, you may resume your coverage on the same basis as before the suspension of your policy. Your policy resumption will take effect on the day your military service terminates. To resume the policy, you must submit written application and payment of required premium to us within 90 days after the date your military service terminates. The required premium will be the same as it would have been if coverage had remained in force without any coverage suspension. We will not require additional evidence of insurability.

Your resumed policy will not cover loss due to *injury* that occurs during your period of active duty. Only *disability* solely due to an *injury* that occurs after your policy is restored will be covered, subject to the *elimination period*.

In calculating the completion of the *elimination period* for a condition that began before a period of active duty, the entire *elimination period* will equal the days of the *elimination period* that would have applied before coverage was suspended plus days that will apply after the suspension ended.

## EXAMINATIONS

We have the right to have you examined, at our expense, when and as often as we may reasonably require for the duration of a claim under this policy or while a claim is pending.

## CHANGE OF BENEFICIARY

Only you have the right to change the *beneficiary*. Consent of the *beneficiary* is not required:

- (a) for any change of *beneficiary*;
- (b) to cancel this policy; or
- (c) to make any other change in this policy.

A *formal request* must be made to change the *beneficiary*. When we record and acknowledge that request, the change will be effective as of the date you submitted the request, unless otherwise specified. The change will not apply to any payments made or other action taken by us before recording the change.

## MISSTATEMENT OF AGE OR SEX

If you misstated your *age* or sex on your application, we will adjust all benefits payable to those which the premium paid would have purchased at the correct *age* or sex. For the purposes of this provision, sex refers to your sex at birth. If coverage would not have been available at your correct *age*, we will refund all premiums paid minus any benefits paid and your policy will terminate.

## LEGAL ACTIONS

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

## UNPAID PREMIUM

When benefits are paid under this policy, any premium then due and unpaid may be deducted from the benefits payable. If such a deduction is made, it will not extend the length of your policy or your grace period.

## ELIGIBILITY

Your eligibility for this policy is based on your satisfaction of our medical and financial underwriting requirements as of the *policy date*.

## CONFORMITY WITH STANDARDS

Your policy was approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under its standards. Any provision of your policy that on the *policy date* is in conflict with IIPRC standards for this product type is amended as of that date to conform to such standards.

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## AUTOMATIC INCREASE BENEFIT RIDER

The premium you paid and the application you completed have put this rider in force as of the *rider effective date*. This rider is made a part of the policy to which it is attached. It is subject to all parts of your policy not in conflict with this rider. In the event of a conflict between this rider and any other provision of your policy, this rider will control.

Rider effective date: same as the *policy effective date*.

Rider Premium: the premium for this rider is shown on the policy schedule.

## DEFINITIONS

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The following definitions, as well as those shown in your policy, apply to this rider. We have *italicized* these terms wherever they appear to make them easier for you to find.

**Increase Date** means the yearly *rider anniversary* date during a *term period*.

**Rider anniversary date** means the annual anniversary of the *rider effective date* while this rider is in force.

**Term period** means a period of 6 consecutive years during which automatic increases in stated *total monthly benefits* will occur. The first term period begins on the *rider effective date* and ends exactly 6 years later. Any successive 6-year *term periods* that we approve will begin on the *rider anniversary date* which next follows the end date of the prior *term period* and ends exactly 6 years later.

## AUTOMATIC INCREASE BENEFIT

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We will automatically increase the current *total monthly benefit(s)* of your policy by 4% compounded annually on each yearly *increase date* during a *term period*. This increase will occur automatically, unless an *increase date* occurs while you are *disabled*. In such case, we will not apply the 4% benefit increase until the next *increase date* after you are no longer *disabled*, subject to the RENEWAL FOR ADDITIONAL TERM PERIODS section of this rider.

No automatic increase will be made which will cause the *monthly benefit(s)* to exceed the maximum amount available to you based on our underwriting rules in effect as of the *rider effective date*.

We will pay the increased *monthly benefit* amount(s) for *disabilities* resulting from new causes which begin on or after the latest *increase date*. A *disability* resulting from the same cause as a prior *disability* will not qualify for the increased *monthly benefit* amount(s) until the conditions explained in the RECURRENT DISABILITY section of your policy are satisfied.

The automatic increase will not apply to any Catastrophic Benefit Rider that may have been added to your policy.

## EFFECT ON PREMIUM

With each annual increase that is added to your *total monthly benefit* amount, your premium will increase accordingly. The added premium for each automatic increase will be based on our rates in effect for your attained age on the *increase date*.

Your increase in *monthly benefit* amount(s) and premium increase will be shown on a new policy schedule showing the updated amount(s) when issued. The automatic benefit increase amount(s) will only become effective after we have received the applicable premium.

We will bill you for the additional premium due for the automatically increased benefit amount(s). Increases are accepted by paying the new premium. Increases may be rejected by notifying us in writing no later than 30 days after the increase or by not paying the increase in premium.

## IMPACT OF FUTURE INSURABILITY OPTION RIDER

The automatic benefit increases under this rider will not occur in the same year that either a Future Insurability Option or an Advanced Option are exercised under the Future Insurability Option Rider, if such a rider is also attached to the policy.

## IMPACT OF MILITARY SUSPENSION

If the policy is suspended during active military service, this rider is also suspended. No automatic increases will occur during suspension.

Automatic increases will resume once your policy is no longer suspended during the period of your military service. Your *term period* will resume with the number of years remaining in the *term period* that existed prior to the suspension.

## RENEWAL FOR ADDITIONAL TERM PERIODS

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At the end of each 6-year *term period*, this rider is subject to renewal. You must complete an application and/or provide other proof which confirms you are still eligible for this rider under our then current underwriting rules. We will not require evidence of good health, but we will require evidence of financial insurability. To document your earnings, you must provide to us at our request copies of your pay statements or similar earnings records, or state or federal income tax returns, including attachments and schedules. Our underwriting rules prescribe limits of coverage based on your earnings, occupation and any other disability income coverage for which you are eligible.

You must provide the requested information within 30 days of our request. If you satisfy our underwriting rules, we will renew this rider for another 6-year *term period*. If you are *disabled* at the end of any *term period*, this Automatic Increase Rider will be suspended. Once benefits are no longer payable, you must provide the necessary underwriting evidence for consideration of renewal. A rider that is renewed following a period of suspension is renewed only for that portion of the 6-year *term period* that remains until the next *term period* is scheduled to begin.

*Term periods* for an additional 6 years of automatic increases may be renewed up until age 56.

## RIDER REINSTATEMENT

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In the event your coverage lapses due to non-payment of premium, your policy's **Reinstatement** provision will apply to this rider. We will not apply a new benefit increase under this rider during a period of policy lapse. If and when your coverage is reinstated, this rider will be reinstated only for that portion of the 6-year *term period* that remains until the next *term period* is due to begin. Once reinstated, this rider will not be eligible for another benefit increase until the next *increase date* that follows the reinstatement date.

## TERMINATION

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This rider will end on the earliest of:

- (a) the end of the last 6-year *term period* that began before you attained *age 56*;
- (b) the date you cease to qualify for rider renewal under the RENEWAL FOR ADDITIONAL TERM PERIODS section of this rider;
- (c) the date underwriting evidence required by the RENEWAL FOR ADDITIONAL TERM PERIODS section of this rider is not received within 30 days of our request;
- (d) the date we receive your written or verbal request to remove this rider from your policy, or any future date you specify in your request (in either case, the grace period will not apply);
- (e) the date you refuse any two automatic benefit increase offers; or
- (f) the date your policy terminates.

**Mutual of Omaha Insurance Company**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## FUTURE INSURABILITY OPTION RIDER

The premium you paid and the application you completed have put this rider in force as of the *rider effective date*. This rider is made a part of the policy to which it is attached. It is subject to all parts of your policy not in conflict with this rider. In the event of a conflict between this rider and any other provision of your policy, this rider will control.

Rider Effective Date: same as the *policy effective date*

Rider Premium: the premium for this rider is shown on the policy schedule.

## DEFINITIONS

The following definitions, as well as those shown in your policy, apply to this rider. We have *italicized* these terms wherever they appear to make them easier for you to find.

**Advance Option** means the ability to request a one-time review as described in the ADVANCE OPTION section below during the 3-year period prior to the next *option date*.

**Increase Amount** means the amount by which the *total monthly benefit* of your policy will be increased. We will send you a new policy schedule showing the updated amount(s) when issued.

**Option Date** means the third *rider anniversary date* and every successive 3-year anniversary of this date thereafter while this rider stays in force.

**Option Period** means the period that begins 90 days before the *option date* and ends on the *option date*.

**Rider anniversary date** means the annual anniversary of the *rider effective date* while this rider is in force.

## FUTURE INSURABILITY OPTION

You may request to increase the *total monthly benefit* of your policy to be effective on each *option date* without providing us with evidence of good health. This benefit increase option will be available each *option period* unless an *option date* occurs while you are *disabled*. You may exercise this option and increase your benefits as follows:

- (a) You must request the increase within the *option period*. Increases will be made only upon receipt of your *formal request* for such increase. An approved *increase amount* will be effective on the *option date*;
- (b) If you do not qualify for an increase on an *option date*, you can still request an increase during a later *option period* or if you satisfy the criteria described in the ADVANCE OPTION section;
- (c) If you do not request the increase within any option period, this rider will end, and you will not qualify for any future increase offers;
- (d) The *increase amount* we will issue is subject to the following:
  - (1) Each increase will be limited by our underwriting rules in effect on the *option date*. Such rules prescribe limits on coverage based on your earnings, occupation and any other *disability* income coverage for which you are eligible. To document your earnings, you must provide to us at our request copies of your pay statements or similar earnings records, or state or federal income tax returns, including attachments and schedules;
  - (2) The *increase amount* must be issued with the same *elimination period* and *benefit period* as the benefits already in force;
  - (3) The sum of all *increase amounts* over the lifetime of the policy cannot exceed the maximum permitted by our underwriting rules in effect on the most current *option date*;
- (e) The premium for the *increase amount* will be based upon your attained *age* on the *option date*. We will use the same premiums in effect on the *option date* that we would use for new applicants; and
- (f) If you do not accept at least 50% of the *increase amount* for which you are eligible, you will not qualify for any future increase offers.

The increased amount of coverage will only apply to new *disabilities* which occur after the *option date*.

## ADVANCE OPTION

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If you experience a group long-term disability or earnings change described below, you may use the *advance option* to increase the *total monthly benefit* of your policy prior to the next *option date*.

- (a) Your current employer has discontinued offering group long-term *disability* insurance under which you were covered or has reduced the benefit amount, and does not plan to offer such insurance again for at least 36 months;
- (b) You have changed jobs and were insured under a group long-term *disability* insurance plan with the employer you had immediately prior to your new employer and your new employer does not or will not offer group long-term *disability* insurance within the next 36 months from the date your employment starts; or
- (c) You have had at least a 20% increase in your earnings that has been sustained for at least for six months since the last adjustment to increase the *total monthly benefit* of your policy. To document such an increase, you must provide to us at our request copies of your pay statements or similar earnings records, or state or federal income tax returns, including attachments and schedules.

The *advance option* may be available if you notify us by submitting a *formal request* for the increase in coverage with the required evidence of insurability. Evidence of good health will not be required. You must send the *formal request* to us no later than 90 days after the date the change in item (a), (b) or (c) above occurs.

If you are eligible for the *advance option*, we will either accept your request for the additional coverage or make a counteroffer based on the information received and our then current underwriting guidelines.

The added premium for the *increase amount* will be based upon your attained age on the date of your *formal request*.

The *advance option* is not available on or after age 52.

## EFFECT ON PREMIUM

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If you elect an *increase amount* for your benefits, your premium will increase accordingly.

Your *increase amount* for your benefits and premium increase will be shown on a new policy schedule showing the updated amount(s) when issued. The *increase amount* will only become effective after we have received the applicable premium.

The new premium amount resulting from an *increase amount* for benefits will be automatically billed. Increases are accepted by paying the new premium. Increases may be rejected by notifying us in writing no later than 30 days after the increase or by not paying the increase in premium.

## IMPACT OF MILITARY SUSPENSION

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If the policy is suspended during active military service, this rider is also suspended. You will not be offered the option to increase your coverage during the suspension.

The Future Insurability Option will resume once your policy is no longer suspended during the period of your military service. Your *option date* will be based on the number of years that were remaining prior to the availability of this option before the suspension.

## RIDER REINSTATEMENT

---

In the event your coverage lapses due to non-payment of premium, your policy's **Reinstatement** provision will apply to this rider. We will not extend a benefit increase offer under this rider during a period of policy lapse. Once reinstated, this rider will not be eligible for another benefit increase offer until the next *option date* that follows the reinstatement date.

## TERMINATION

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This rider will end on the earliest of:

- (a) the date you reach *age* 55;
- (b) the date we receive your written or verbal request to remove this rider from your policy, or any future date you specify in your request (in either case, the grace period will not apply);
- (c) the next *premium due date* after:
  - (1) you do not request the option increase during the 90 day *option period*;
  - (2) you do not reply to our offer of an *increase amount* within 30 days of the offer;
  - (3) you accept less than 50% of our offer to increase the *total monthly benefit* of your policy; or
- (d) the date your policy terminates.

**Mutual of Omaha Insurance Company**

SAMPLE

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## SOCIAL INSURANCE SUPPLEMENT(SIS) BENEFIT RIDER

The premium you paid and the application you completed have put this rider in force as of the *rider effective date*. This rider is made a part of the policy to which it is attached. It is subject to all parts of your policy not in conflict with this rider. In the event of a conflict between this rider and any other provision of your policy, this rider will control.

Rider Effective Date: same as the *policy effective date*.

Rider Premium: the premium for this rider is shown on the policy schedule.

### DEFINITIONS

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The following definitions, as well as those shown in your policy, apply to this rider. We have *italicized* these terms wherever they appear to make them easier for you to find.

**SIS** means *Social Insurance Supplement*.

**SIS monthly benefit** means the amount we will pay each month under this rider, after the *elimination period* is satisfied. The *SIS monthly benefit* shown on the policy schedule will be reduced by the amount of any *social insurance* benefits you receive.

**Social insurance** means *disability* or retirement benefits you are receiving due to your current *injury* from:

- (a) Social Security;
- (b) worker's compensation, or any employer's liability or occupational disease law;
- (c) civil service and federal employee programs;
- (d) state-sponsored *disability* benefits; and
- (e) the Railroad Retirement Act.

### CONDITIONS FOR RECEIVING SIS BENEFITS

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Benefits payable under this SIS Benefits Rider are subject to the following conditions:

- (a) you must make timely application for each *social insurance* benefit for which you may be entitled;
- (b) you must provide us with written authorization to receive information about the status of your application;
- (c) you must provide us with copies of all correspondence between you and the *social insurance* plan showing whether your claim has been approved, denied or is still pending;
- (d) if you are denied *social insurance* benefits, you must pursue any appeals processes that are available to you without cost. We may reasonably require you to reapply from time to time; and
- (e) you must notify us of any change in status of your *social insurance* benefits within 30 days of such change.

### SIS MONTHLY BENEFITS

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If you are *disabled*, in addition to the *monthly benefit* from the base policy, we will pay:

- (a) the *SIS monthly benefit* if you are not receiving any *social insurance* benefits; or
- (b) the *SIS monthly benefit* reduced by the amount of any *social insurance* benefits being paid if you are receiving such benefits.

Depending on the amount of social insurance benefits you receive, your *SIS monthly benefit* under this rider could be reduced to zero.

*SIS monthly benefits* begin after the *elimination period* shown on the policy schedule has been satisfied. Benefits are payable while you remain *disabled* during the *policy benefit period*. In the event there is a later increase in the amount of *social insurance* benefits you receive, the *SIS monthly benefit* will not be further reduced by the amount of such increase.

*SIS monthly benefits* are subject to all other terms and conditions applicable to base policy benefits.

Payment of the *SIS monthly benefit* does not affect the amount of *monthly benefit* paid under the base policy.



## LUMP SUM SIS BENEFIT

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If you are awarded a lump sum *social insurance* benefit, any portion representing a retroactive benefit will not impact this rider and will not reduce the *SIS monthly benefit*. Any portion representing a settlement for future months of *disability* will reduce the *SIS monthly benefit*. We will divide the future settlement by the number of months it covers and reduce the *SIS monthly benefit* by this amount for the same number of months.

## COORDINATION OF SIS REDUCTIONS WITH OTHER POLICIES

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The benefits payable under your policy will coordinate with other Mutual of Omaha Insurance Company and affiliate *disability* income policies or certificates, if any, which reduce benefits because of your receipt of *social insurance* benefits. The total reduction under all such policies or certificates will not be greater than the actual amounts received from all *social insurance* benefits.

A reduction in your *SIS monthly benefit* is based on the amount of *social insurance* that you receive. If you have multiple *disability* income policies with our company or our affiliates, this will not cause a reduction in the *monthly benefit* provided by your base policy.

## TERMINATION

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This rider ends at the earliest of:

- (a) the date you reach *age 67*;
- (b) the date we receive your written or verbal request to remove this rider from your policy, or any future date you specify in your request (in either case, the grace period will not apply); or
- (c) the date your policy terminates.

Termination of this rider will not affect any claim beginning while the rider was in force.

**Mutual of Omaha Insurance Company**