



## 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.

### NON-CANCELABLE TO AGE 67 / CONDITIONALLY RENEWABLE TO AGE 75

You have the right to continue your coverage until *age 67*. During that time, we cannot cancel your policy or change your premiums 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 your 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 currently 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

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.  
FOR CUSTOMER SERVICE OR QUESTIONS ABOUT COVERAGE  
YOU MAY CALL US TOLL-FREE AT:  
1-800-###-####  
OR VISIT US THROUGH OUR WEBSITE WWW.MUTUALOFOMAHA.COM.**

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

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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 an ophthalmologist.

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

**Complications of Pregnancy** mean a distinct medical condition that *physicians* consider to be caused or worsened by pregnancy.

Examples of *complications of pregnancy* include but are not limited to miscarriage, non-elective abortion, emergency cesarean section, puerperal infection, variants of eclampsia, toxemia, missed abortion, cardiac decompensation, acute nephritis, premature delivery, and similar medical and surgical conditions of comparable severity.

*Complications of pregnancy* do not include false labor, morning sickness, non-emergency cesarean section, *physician* prescribed bed rest or similar conditions related to a difficult pregnancy but not classified as *complications of pregnancy*.

**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 an 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*.

**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 or sickness* 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 or damage to the body that:

- (a) requires treatment by a physician; and
- (b) occurs after the policy effective date and while the policy is in force.

**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.

**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*.

**Normal childbirth or normal pregnancy** means childbirth or *pregnancy* free of *complications of pregnancy*.

**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* or *sickness* 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 that solely due to *injury* or *sickness* 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 that:

- (a) You received medical treatment, care, or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 24 months immediately prior to the effective date of coverage under this contract; or
- (b) You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in your application (i) for which you received a physician's advice or treatment within a period not to exceed 24 months; before the date of issue or (ii) which caused symptoms within a period not to exceed 12 months before the date of issue for which a prudent person would usually seek medical advice or treatment; and
- (c) The disability caused or substantially contributed to by the condition begins in the first 24 months after the effective date of coverage under this contract.

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) a later *disability* that results from the same 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
- (b) a later *disability* that results from a different cause or causes as a prior *disability* and you were unable to return to *full-time employment* between such *disabilities* for at least 30 calendar days in a row.

**Sickness** means your illness, disease or physical condition which causes loss beginning while this policy is in force (including *complications of pregnancy*)

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

**Substantial and material acts** means acts that are normally required for the performance of your *usual occupation* and cannot be reasonably omitted or modified.

In determining what *substantial and material acts* are necessary to pursue your *usual occupation*, we will first look at the specific duties required by your job. If you are unable to perform one or more of those duties with reasonable continuity, we will then determine whether those duties are customarily required of other individuals engage in your *usual occupation*. If any specific, material duties required by you of your job, differ from the material duties customarily required of other individuals engaged in your *usual occupation*, then we will not consider those duties in determining what *substantial and material acts* are necessary to pursue your *usual occupation*.

**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* or *sickness*:

- (a2) you are unable to perform, with reasonable continuity, the *substantial and material acts* necessary to perform your *usual occupation* in the usual and customary way; and
- (b2) you choose not to work at any occupation.

If you choose to work at any job, you will not be considered *totally disabled* under this policy but you may qualify for residual disability if you have the Residual Disability Rider or Enhanced Residual Disability Rider attached to your policy.

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* or *sickness*:

- (a3) you are unable to perform, with reasonable continuity, in any occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

**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.

**Usual Occupation** means any employment, business, trade, or profession and the *substantial and material acts* of the occupation you were regularly performing when the disability began. Usual occupation is not necessarily limited to the specific job you perform.

**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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### REGULAR MEDICAL CARE

You must receive regular medical care by a *physician* as a condition of receiving *disability* benefits. Such care must be received in-person, at a frequency appropriate for your *sickness* or *injury* according to generally accepted medical standards. The treatment, consultations, and diagnostic services must be provided by a *physician* whose specialty is suitable for your medical condition. We may waive this regular medical care requirement upon our receipt of written proof that such care is no longer appropriate for the *sickness* or *injury* causing your loss of time.

### 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 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.

This RECURRENT DISABILITY section will not extend the benefit limitations for *mental or nervous disorders* and *substance abuse* beyond the stated lifetime maximum of 24 months.

## CONCURRENT DISABILITY

If you are *disabled* as a result of more than one *injury* and/or *sickness* 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.

Rehabilitation is voluntary. 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.

## 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 written 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.

## TRANSPLANT DONOR BENEFIT

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If you become *disabled* as the result of a transplant of part of your body to the body of another person, we will pay the *total monthly benefit* under your policy on the same basis as any other *sickness*. Any *disability* due to a transplant donation must begin at least six months after the *policy effective date*.

## 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 or domestic partner; 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 *premium due date*, if the premium was not paid before the end of the grace period;
- (d) the *premium due date* after you stop *full-time employment* after you reach *age 67*;
- (e) the date your policy is not conditionally renewed after you reach *age 67*; or
- (f) 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.

## PREGNANCY LIMITATION

Benefits are not payable for *normal pregnancy* or *normal childbirth* until you have been *disabled* for 90 days or your *elimination period*, whichever is greater. We will pay benefits for loss resulting from *complications of pregnancy* on the same basis as any other *sickness*.

## MENTAL OR NERVOUS DISORDER LIMITATION

Benefits payable for *mental or nervous disorders* are limited to a lifetime maximum of 24 months. The RECURRENT DISABILITY section of this policy will not extend this lifetime maximum benefit limitation.

## SUBSTANCE ABUSE LIMITATION

Benefits payable for *substance abuse* are limited to a lifetime maximum of 24 months. The RECURRENT DISABILITY section of this policy will not extend this lifetime maximum benefit limitation.

## RESIDENCE OUTSIDE THE UNITED STATES LIMITATION

While you reside outside of the United States or its territories, benefits will be limited to a maximum of 12 months during the lifetime of the 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 two years 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 agree to provide copies of your state or federal income tax returns, including attachments and schedules, to document your earnings.



## 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 written 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 written proof. Benefits for any other covered loss will be paid immediately once we receive written proof of loss.

## APPEALS

If you wish to appeal our determination, you must submit a *formal request* to us. 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*.

## 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 to:

- (a) to your surviving spouse or registered domestic partner; 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.

Any statement you make, in the absence of fraud, shall be deemed a representation and not a warranty.

## 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* or a *sickness*, 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.

## 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 refunding it or 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 90 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 *usual 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 a *sickness* that begins at least 10 days after the date of reinstatement or an *injury* sustained 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 date we receive your written request, 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* or *sickness* that occurs during or results from your period of active duty. Only *disability* solely due to *sickness* that first manifests itself or 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 GENDER**

If you misstated your *age* or gender on your application, we will adjust all benefits payable to those which the premium paid would have purchased at the correct *age* or gender. For the purposes of this provision, gender refers to your gender 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 written 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.

## **CALIFORNIA COMPLAINT NOTICE**

Should any dispute arise about your premium or about a claim you have filed with the company that issued the policy certificate, write to the address listed below:

### **Mutual of Omaha Insurance Company**

**3300 Mutual of Omaha Plaza**

**Omaha, NE 68175**

**1-800-488-7566**

If the policy was issued or delivered by an agent or broker, please contact the agent or broker for assistance.

After the above contact, and if the problem is not resolved, you may also contact the California Department of Insurance.

### **Consumer Communications Bureau**

**300 South Spring Street**

**Los Angeles, CA 90013**

**Telephone Number: 1-800-927-4357**

**TDD Telephone Number: 1-800-482-4833**

**L.A. Area: 1-213-897-8921**

# 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

---

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. The maximum amount of the increase for which you may apply is shown on your policy schedule under the COVERAGE INFORMATION section. 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

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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 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

## TRUE USUAL OCCUPATION 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 definition, as well as those shown in your policy, applies to this rider. We have *italicized* these terms wherever they appear to make them easier for you to find.

The definition of *total disability* or *totally disabled* contained in your policy is deleted and replaced by the following:

**Total disability** or **totally disabled** means, during and after the *elimination period*, that you are unable to perform, with reasonable continuity, the *substantial and material acts* necessary to perform your usual occupation in the usual and customary way due to *sickness* or *injury*:

You may work in another occupation other than your *usual occupation* for wage or profit; and still be considered *totally disabled* and eligible for benefits under your policy.

If you have a Residual Disability Benefit Rider or an Enhanced Residual Disability Benefit Rider added to your policy and it is in force, the definition of *residual disability* or *residually disabled* in the rider is removed and replaced by the following:

**Residual disability** or **residually disabled** means, during and after the *elimination period*, that due to *injury* or *sickness*:

- (a) when you are working, you are unable to perform at least one or more of the *substantial and material acts* of your *usual occupation* or you are unable to perform such duties in the time it would normally take you to do them, and there are no reasonable job or worksite modifications that would allow you to do so; and
- (b) your *loss of monthly income* is at least 20% of your *prior monthly income*.

You may work in another occupation other than your *usual occupation* for wage or profit; and still be considered *residually disabled* and eligible for benefits under this rider.

If you are a physician or dentist and have limited your *usual occupation* to the performance of the *substantial and material acts* of a single specialty recognized by the American Board of Medical Specialties (ABMS) or American Osteopathic Association Bureau of Osteopathic Specialists (AOABOS) or American Dental Association (ADA), then that specialty will be deemed your *usual occupation*.

If you are an attorney and have limited your *usual occupation* to the performance of the usual and customary activities of a trial attorney, then trial attorney will be deemed your *usual occupation*. The usual and customary activities of a trial attorney are personal participation in: civil or criminal trials, administrative rule making or contested case hearings, Workers' Compensation hearings, arbitration and mediation hearings, and the taking or defending of depositions. No legal specialty other than trial attorney will be accepted as a *usual occupation* for the purposes of this rider.

## TERMINATION

---

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.

Mutual of Omaha Insurance Company

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## EXTENDED USUAL OCCUPATION 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.

The definition of *total disability* or *totally disabled* contained in your policy is removed and replaced by the following:

**Total disability or totally disabled** means, during and after the *elimination period*, that due to *injury* or *sickness*:

- (a) you are unable to perform, with reasonable continuity, the substantial and material acts necessary to perform your usual occupation in the usual and customary way; and
- (b) you choose not to work at any occupation.

If you have a Residual Disability Benefit Rider or an Enhanced Residual Disability Benefit Rider added to your policy and it is in force, the definition of *residual disability* or *residually disabled* in the rider is removed and replaced by the following:

**Residual disability or residually disabled** means, during and after the *elimination period*, that due to *injury* or *sickness*:

- (a) when you are working, you are unable to perform at least one or more of the *substantial and material acts* of your *usual occupation* or you are unable to perform such duties in the time it would normally take you to do them, and there are no reasonable job or worksite modifications that would allow you to do so; and
- (b) your *loss of monthly income* is at least 20% of your *prior monthly income*.

## TERMINATION

---

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.

Mutual of Omaha Insurance Company

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## RESIDUAL DISABILITY 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

---

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.

**CPI-U** means Consumer Price Index for All Urban Consumers published by the United States Department of Labor. If the *CPI-U* is not available or is replaced, a suitable, similar alternative index will be used.

**Loss of monthly income** means the difference between your *prior monthly income* and *monthly income*. *Loss of monthly income* must be caused by the *injury* or *sickness* for which claim is made. The amount of the loss must be at least 20% of your *prior monthly income* to be considered a *loss of monthly income*.

**Monthly income** means total earnings you receive each month as follows:

- (a) If you are an employee, *monthly income* includes salary, wages, bonuses, and commissions as reported for federal income tax purposes.
- (b) If you are self-employed, *monthly income* includes salary, wages, bonuses, commissions, 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.

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

**Prior monthly income** means, prior to the date the *elimination period* begins, the greater of:

- (a) your average *monthly income* for the previous 12 calendar months, or
- (b) your average *monthly income* for the calendar year with the highest earnings of the last two calendar years.

**Residual disability or residually disabled** means, during the *elimination period* and

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

that solely due to *injury* or *sickness*:

- (a) when you are working, you are unable to perform one or more of the *substantial and material acts* of your *usual occupation* or you are unable to perform such duties in the time it would normally take you to do them, and there are no reasonable job or worksite modifications that would allow you to do so;
- (b) your *loss of monthly income* is at least 20% of your *prior monthly income*; and
- (c) you receive *regular medical care*.

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

- (a) when you are working, you are unable to perform one or more of the *substantial and material acts* of any occupation for which you are reasonably suited because of education, training or experience, or you are unable to perform such duties in the time it would normally take you to do them, and there are no reasonable job or worksite modifications that would allow you to do so;
- (b) your *loss of monthly income* is at least 20% of your *prior monthly income*; and
- (c) you receive *regular medical care*.

**Residual disability monthly benefit** means the amount we will pay each month while you are residually disabled, as calculated in the RESIDUAL DISABILITY BENEFIT section below.

## RESIDUAL DISABILITY BENEFIT

---

If you are *residually disabled* because of *injury* or *sickness* we will pay a percentage of your *total monthly benefit* for *injury* or *sickness* that is proportionate to your *loss of monthly income*. This *residual disability monthly benefit* will be an amount determined each month by using the following formula:

(*Loss of Monthly Income* **divided** by *Prior Monthly Income*)

**multiplied** by the *Total Monthly Benefit*

**equals** the *Residual Disability Monthly benefit*.

When the *residual disability* monthly benefit percentage payable exceeds 80% we will pay 100% of the *total monthly benefit*. For the first six months of a *residual disability* following the *elimination period*, the percentage payable will not be less than 50%.

If you are unemployed when *disability* begins, the above formula does not apply. We will pay a *residual disability monthly benefit* of 50% of the *total monthly benefit* for *injury* or *sickness* in this situation.

*Residual disability* benefits begin after the *elimination period* has been satisfied. Benefits are payable while you remain *residually disabled*, not to exceed the length of the policy *benefit period*.

*Residual disability* benefits are payable on a monthly basis. When less than one month of *residual disability* benefits remains, a pro-rated benefit will be paid based on a 30-day month. Benefits for *residual disability* are not payable while benefits are being paid for *total disability*.

## ADJUSTMENT OF PRIOR MONTHLY INCOME DUE TO INFLATION

Your *prior monthly income* will be adjusted to compensate for increases in the cost of living. On each one-year anniversary of the start of *disability*, your *prior monthly income* will be adjusted by the percentage change in the CPI-U or 5%, compounded annually, whichever is lesser. The percentage change for the adjustment will never be less than 0%.

Such adjustments will continue while you remain *disabled* and benefits are being paid. All adjustments will be rounded to the nearest dollar.

## TERMINATION

---

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**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## ENHANCED RESIDUAL DISABILITY 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

---

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.

**CPI-U** means Consumer Price Index for All Urban Consumers published by the United States Department of Labor. If the *CPI-U* is not available or is replaced, a suitable, similar alternative index will be used.

**Loss of monthly income** means the difference between your *prior monthly income* and *monthly income*. *Loss of monthly income* must be caused by the *injury* or *sickness* for which claim is made. The amount of the loss must be at least 20% of your *prior monthly income* to be considered a *loss of monthly income*.

**Monthly income** means total earnings you receive each month:

- (a) If you are an employee, *monthly income* includes salary, wages, bonuses, and commissions as reported for federal income tax purposes.
- (b) If you are self-employed, *monthly income* includes salary, wages, bonuses, commissions, 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.

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

**Prior monthly income** means, prior to the date the *elimination period* begins, the greater of:

- (a) your average *monthly income* for the previous 12 calendar months, or
- (b) your average *monthly income* for the calendar year with the highest earnings of the last two calendar years.

**Recovery** means the time period where you have returned to *full time employment* and are no longer receiving *disability* benefits but are not yet earning your full *prior monthly income*.

**Recovery loss of monthly income** means the difference of at least 20% between your *prior monthly income* and your *recovery monthly income* for the months after you return to *full-time employment*.

**Recovery monthly benefit** means the amount we will pay each month during your *recovery* period, as calculated in the RECOVERY BENEFIT section below.

**Recovery monthly income** means your *monthly income* after you return to *full-time employment*.

**Residual disability or residually disabled** means, during the *elimination period* and

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

that solely due to *injury* or *sickness*:

- (a) when you are working, you are unable to perform one or more of the *substantial and material acts* of your *usual occupation* or you are unable to perform such duties in the time it would normally take you to do them, and there are no reasonable job or worksite modifications that would allow you to do so;
- (b) your *loss of monthly income* is at least 20% of your *prior monthly income*; and

- (c) you receive *regular medical care*.

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

- (a) when you are working, you are unable to perform one or more of the *substantial and material acts* of any occupation for which you are reasonably suited because of education, training or experience, or you are unable to perform such duties in the time it would normally take you to do them, and there are no reasonable job or worksite modifications that would allow you to do so;
- (b) your *loss of monthly income* is at least 20% of your *prior monthly income*; and
- (c) you receive *regular medical care*.

**Residual disability monthly benefit** means the amount we will pay each month while you are residually disabled, as calculated in the RESIDUAL DISABILITY BENEFIT section below.

## RESIDUAL DISABILITY BENEFIT

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If you are *residually disabled* because of *injury* or *sickness* we will pay a percentage of your *total monthly benefit* for *injury* or *sickness* that is proportionate to your *loss of monthly income*. This *residual disability monthly benefit* will be an amount determined each month by using the following formula:

(*Loss of Monthly Income* **divided** by *Prior Monthly Income*)

**multiplied** by the *Total Monthly Benefit*

**equals** the *Residual Disability Monthly benefit*.

When the *residual disability* monthly benefit percentage payable exceeds 80% we will pay 100% of the *total monthly benefit*. For the first six months of a *residual disability* following the *elimination period*, the percentage payable will not be less than 50%.

If you are unemployed when *disability* begins, the above formula does not apply. We will pay a *residual disability monthly benefit* of 50% of the *total monthly benefit* for *injury* or *sickness* in this situation.

*Residual disability* benefits begin after the *elimination period* has been satisfied. Benefits are payable while you remain *residually disabled*, not to exceed the length of the policy *benefit period*.

*Residual disability* benefits are payable on a monthly basis. When less than one month of *residual disability* benefits remains, a pro-rated benefit will be paid based on a 30-day month. Benefits for *residual disability* are not payable while benefits are being paid for *total disability*.

## RECOVERY BENEFIT

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If you return to *full time employment* in any occupation and you are working at least as many hours as you worked prior to *total disability*, but you are earning at least 20% less than your *prior monthly income*, we will pay a *recovery monthly benefit* subject to the conditions listed below.

The *recovery monthly benefit* will be a percentage of your *total monthly benefit* that is proportionate to your lost income. The *recovery monthly benefit* will be an amount determined each month by using the following formula:

(*Recovery Loss of Monthly Income* **divided** by *Prior Monthly Income*)

**multiplied** by the *Total Monthly Benefit*

**equals** the *Recovery Monthly Benefit*.

*Recovery monthly benefits* end when you no longer have a *loss of monthly income* greater than 20% for any two consecutive months. *Recovery monthly benefits* will be paid for the lesser of six months or the remainder of your benefit period.

The policy **Waiver of Premium** provision will apply while the *recovery monthly benefit* is payable under this rider. Other benefits provided by your policy will not be payable.

## CONDITIONS FOR THE RECOVERY BENEFIT

The payment of the *recovery monthly benefit* will be subject to the following conditions:

- (a) you are no longer *disabled*;
- (b) you have returned to *full-time employment* immediately after receiving *disability* benefits;
- (c) you have a *loss of monthly income* equal to or greater than 20% of your *monthly income*; and
- (d) it can be validated that your *recovery loss of monthly income* is directly and solely due to the prior *disability*.

If you were *unemployed* prior to your *disability*, no Recovery Benefits will be payable.

## **COST OF LIVING ADJUSTMENT RIDER AND THE RECOVERY BENEFIT**

If a Cost of Living Adjustment Rider is a part of the policy, then the *recovery monthly benefit* will be calculated based on the *monthly benefit* being paid when you recovered from your *disability*. There will be no additional increases under the Cost of Living Adjustment Rider while *recovery monthly benefits* are payable under this rider.

## **ADJUSTMENT OF PRIOR MONTHLY INCOME DUE TO INFLATION**

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For both the calculation of either the Residual Disability Benefit or the Recovery Benefit, your *prior monthly income* will be adjusted to compensate for increases in the cost of living. On each one-year anniversary of the start of *disability*, your *prior monthly income* will be adjusted by the percentage change in the CPI-U or 5%, compounded annually, whichever is lesser. The percentage change for the adjustment will never be less than 0%.

Such adjustments will continue while you remain *disabled* and benefits are being paid. All adjustments will be rounded to the nearest dollar.

## **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**



# 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 or sickness* 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**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## CATASTROPHIC DISABILITY 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.

**Activities of Daily Living (ADL)** means the following self-care functions:

- Bathing** means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Continence** means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing** means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs;
- Eating** means feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously. Eating does not include preparing meals;
- Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene. Toileting does not include other activities that take place in the bathroom or lavatory; and
- Transferring** means moving into or out of a bed, chair, or wheelchair. Transferring does not include mobility outside of the home or facility, including but not limited to transportation.

**Catastrophic disability or catastrophically disabled** means, due to your *disability*:

- (a) you are unable to perform at least two *activities of daily living* without *substantial assistance* from another person who is physically present with you, for a period that is expected to last at least 90 consecutive days due to a loss of functional capacity;
- (b) you require *substantial supervision* to protect yourself from threats to health and safety due to a *severe cognitive impairment*; or
- (c) you meet the conditions of the **Presumptive Total Disability** provision of the policy.

A *licensed health care practitioner* must certify that you meet the requirements of items (a) or (b) above.

**Catastrophic disability accumulation period** means an uninterrupted period of consecutive days that begins on the first day that you are *catastrophically disabled* and during which the *catastrophic disability elimination period* must be satisfied. The *catastrophic disability accumulation period* is shown on the policy schedule.

**Catastrophic disability elimination period** means the number of calendar days of *catastrophic 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 *catastrophic disability accumulation period*. The *catastrophic disability elimination period* is shown on the policy schedule. The *catastrophic disability elimination period* begins on the date that you first qualify as *catastrophically disabled*.

If you have multiple periods of *catastrophic disability*, the periods of *catastrophic disability* will be combined to meet the *catastrophic disability elimination period*.

**Catastrophic disability benefit period** starts after satisfaction of the *catastrophic disability elimination period* and is the maximum amount of time for which benefits will be paid under this rider. The *catastrophic disability benefit period* is shown on the policy schedule.

**Licensed health care practitioner** means a *physician*, a registered nurse (RN), a licensed social worker, or any other individual who is authorized to practice in a health care profession by the state and performing within the scope of that profession as defined by the state. The *licensed health care practitioner* must be a person other than you, an immediate member of your family, or anyone with whom you share a significant business interest.

**Recurrent catastrophic disability** means a continuation of a prior *catastrophic disability* when the recurrence of *catastrophic disability*:

- (a) begins while the policy and this rider are in force; and
- (b) results from the same or directly related causes as the prior *catastrophic disability* for which we paid benefits under this rider; and
- (c) occurs within six months from the end of the prior *catastrophic disability*.

**Severe cognitive impairment** means a loss or deterioration in intellectual capacity that is comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia. A *severe cognitive impairment* is measured by clinical evidence and standardized tests that reliably measure impairment in you:

- (a) short-term or long-term memory;
- (b) orientation as to people, places, or time;
- (c) deductive or abstract reasoning; and
- (d) judgment as it relates to safety awareness.

**Substantial assistance** means either *hands-on assistance* or *standby assistance* from someone who is physically present with you:

**Hands-on assistance** means the physical assistance of another person without which you would be unable to perform *activities of daily living*.

**Standby assistance** means the presence of another person, within your arm's reach, that is necessary to prevent, by physical intervention, injury while you are performing *activities of daily living*.

**Substantial supervision** means continual supervision (which may include cueing by verbal prompting, gestures or other demonstrations) by another person nearby and in the same building that is necessary to protect you from threats to your health or safety. This includes, but is not limited to, threats that may result from wandering. Continual supervision means supervision that is frequently repeated, but not necessarily uninterrupted.

## CATASTROPHIC DISABILITY BENEFIT

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We will pay a Catastrophic Disability Benefit for your *catastrophic disability* that begins while the policy and this rider are in force. Benefits will be paid after you satisfy the *catastrophic disability elimination period*. Benefits will continue to be paid during your *catastrophic disability* but not beyond the *catastrophic disability benefit period*.

The Catastrophic Disability Benefit is payable monthly in addition to any other benefit provided by the policy and is shown on the policy schedule.

If you have a *recurrent catastrophic disability*, and the initial *catastrophic disability elimination period* has been satisfied, no new *catastrophic disability elimination period* is required. We will pay Catastrophic Disability Benefits during the *recurrent catastrophic disability* for the remainder of the *catastrophic disability benefit period*, if any.

## WAIVER OF PREMIUM BENEFIT

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

The days of the *catastrophic disability elimination period* do not need to be consecutive but need to be completed within the *catastrophic disability accumulation period*. The waiver of premium will extend back to your first day of *catastrophic 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 *catastrophic disability* continues uninterrupted. The days of *catastrophic 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 *catastrophic elimination period*.

On the date *catastrophic disability* benefits cease to be payable as described above, the waiver of premium based on this rider will stop. Unless the **Waiver of Premium** provision of the base policy then applies, 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 *catastrophic 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 catastrophic disability*, your premium will again be waived.

## **IMPACT ON OTHER RIDER BENEFITS**

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The Cost of Living Adjustment Rider and Future Insurability Rider, if added to your policy will be impacted as follows by this Catastrophic Disability Benefit Rider.

### **COST OF LIVING ADJUSTMENT BENEFIT RIDER**

If the Cost of Living Adjustment Rider is part of your policy, any cost of living adjustments provided by that rider will also be applied to the Catastrophic Disability Benefits provided by this rider.

### **FUTURE INSURABILITY BENEFIT RIDER**

We will include an offer to increase the Catastrophic Disability Benefit if the Future Insurability Rider is part of this policy and an offer to increase coverage is made under that rider. In the event you lose group long term disability insurance that includes a catastrophic disability benefit, you may also elect to request a review of your Catastrophic Disability Benefit under the Future Insurability Option. Any offer is subject to our then current underwriting guidelines except you will not be required to provide evidence of medical insurability. You may accept all, part or none of the offer to increase the Catastrophic Disability Benefit. The amount of Catastrophic Disability Benefit accepted has no effect on the Future Insurability Rider.

The adjusted Catastrophic Disability Benefit applies to new *catastrophic disabilities* which start on or after the benefit increase. A *recurrent catastrophic disability* is not a new *catastrophic disability* and would not qualify for the increased benefit.

A benefit increase in the Catastrophic Disability Benefit will be effective on the *rider anniversary date* following our offer, subject to your acceptance of our offer. A new policy schedule reflecting any increase in benefits will be provided.

## **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**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## COST OF LIVING ADJUSTMENT 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.

**COLA eligible benefits** means the *disability* benefits that can be increased under the cost of living adjustment (COLA) described below. These include the *monthly benefit* for your *disability* paid under the policy, plus amounts from any added Social Insurance Supplement Benefit Rider or Catastrophic Disability Benefit Rider attached to your policy. Each of these benefit amounts are shown on the policy schedule which does not include any cost of living adjustment amounts.

**CPI-U** means Consumer Price Index for All Urban Consumers published by the United States Department of Labor. If the *CPI-U* is not available or is replaced, a suitable, similar alternative index will be used.

**Review date** means the annual anniversary of the first day *disability* benefits become payable, after satisfaction of the *elimination period*.

## COST OF LIVING ADJUSTMENT

If *disability* benefits are payable before *age* 66, we will compute cost of living adjustments on each *review date*. *COLA eligible benefits* which thereafter accrue during that same and continued *benefit period* will be adjusted as follows:

- (a) On the first *review date*, your *COLA eligible benefits* will be increased by the lesser of 3% or the percentage change in the *CPI-U* of the previous 12 months (but never less than 0%). On each subsequent *review date* during the same loss, the *COLA eligible benefits* will be increased by the lesser of 3% or the percentage change in the *CPI-U* (but never less than 0%), compounded annually. All adjustment amounts will be rounded to the nearest dollar.
- (b) Cost of living adjustments will end when *disability* benefits are no longer payable for the same loss. The amounts for your *COLA eligible benefits* that were in effect at the start of your most recent claim, before any of the accrued cost of living adjustments, would then apply to any future loss, unless you elect the Benefit Increase Option described below.

## BENEFIT INCREASE OPTION

If you wish to have your *COLA eligible benefits* permanently increased by the amount of the cost of living adjustments that have accrued during your *disability*, you may exercise the Benefit Increase Option.

Within 90 days after *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit Rider end, and while this policy is in force, you may apply to purchase an increase in the policy's *COLA eligible benefits* as described.

To qualify for the increase, the following must be true on the date of your application to purchase an increase:

- (a1) an adjustment to your *COLA eligible benefits* was made under this rider at the time *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit Rider ended; and
- (b1) you are working at least 30 hours per week. Evidence of your health is not required.

You may choose to increase your *COLA eligible benefits* to:

- (a2) the adjusted *COLA eligible benefits* at the time *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit rider ended; or
- (b2) a lower amount, but not less than \$200 more than the sum of monthly *COLA eligible benefits* that were in effect at the start of your most recent claim.

The amount of purchase will be subject to our issue and participation limits and our underwriting rules and guidelines at the time of purchase. This purchase option is only available after *disability* benefits or any recovery benefits provided under an Enhanced Residual Disability Benefit Rider end. After exercising this option, any remaining eligible benefit amount not purchased will not be available for future purchase.

Your written application for the increase of your *COLA eligible benefits* must be received by us within 90 days after *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit Rider end, premiums are no longer waived, and before you reach *age* 60. If we accept your application for such an increase, we will issue a new policy schedule showing the effective date of the increase and the increased benefit amounts.

The increased *total COLA eligible benefits* will only be effective if we receive the increased premium resulting from your purchase and exercise of this option within 31 days after our receipt of the application. The premium for the purchase will be based on our rates in effect for your *age* and risk *class* on the date the increase takes effect.

The purchased increase will apply only to benefits resulting from a *disability* that begins after the effective date of the purchase.

## 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.

**Mutual of Omaha Insurance Company**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## COST OF LIVING ADJUSTMENT 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.

**COLA eligible benefits** means the *disability* benefits that can be increased under the cost of living adjustment (COLA) described below. These include the *monthly benefit* for your *disability* paid under the policy, plus amounts from any added Social Insurance Supplement Benefit Rider or Catastrophic Disability Benefit Rider attached to your policy. Each of these benefit amounts are shown on the policy schedule which does not include any cost of living adjustment amounts.

**CPI-U** means Consumer Price Index for All Urban Consumers published by the United States Department of Labor. If the *CPI-U* is not available or is replaced, a suitable, similar alternative index will be used.

**Review date** means the annual anniversary of the first day *disability* benefits become payable, after satisfaction of the *elimination period*.

## COST OF LIVING ADJUSTMENT

If *disability* benefits are payable before *age* 66, we will compute cost of living adjustments on each *review date*. *COLA eligible benefits* which thereafter accrue during that same and continued *benefit period* will be adjusted as follows:

- (a) On the first *review date*, your *COLA eligible benefits* will be increased by the lesser of 6% or the percentage change in the *CPI-U* of the previous 12 months (but never less than 0%). On each subsequent *review date* during the same loss, the *COLA eligible benefits* will be increased by the lesser of 6% or the percentage change in the *CPI-U* (but never less than 0%), compounded annually. All adjustment amounts will be rounded to the nearest dollar.
- (b) Cost of living adjustments will end when *disability* benefits are no longer payable for the same loss. The amounts for your *COLA eligible benefits* that were in effect at the start of your most recent claim, before any of the accrued cost of living adjustments, would then apply to any future loss, unless you elect the Benefit Increase Option described below.

## BENEFIT INCREASE OPTION

If you wish to have your *COLA eligible benefits* permanently increased by the amount of the cost of living adjustments that have accrued during your *disability*, you may exercise the Benefit Increase Option.

Within 90 days after *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit Rider end, and while this policy is in force, you may apply to purchase an increase in the policy's *COLA eligible benefits* as described.

To qualify for the increase, the following must be true on the date of your application to purchase an increase:

- (a1) an adjustment to your *COLA eligible benefits* was made under this rider at the time *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit Rider ended; and
- (b1) you are working at least 30 hours per week. Evidence of your health is not required.



You may choose to increase your *COLA eligible benefits* to:

- (a2) the adjusted *COLA eligible benefits* at the time *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit rider ended; or
- (b2) a lower amount, but not less than \$200 more than the sum of monthly *COLA eligible benefits* that were in effect at the start of your most recent claim.

The amount of purchase will be subject to our issue and participation limits and our underwriting rules and guidelines at the time of purchase. This purchase option is only available after *disability* benefits or any recovery benefits provided under an Enhanced Residual Disability Benefit Rider end. After exercising this option, any remaining eligible benefit amount not purchased will not be available for future purchase.

Your written application for the increase of your *COLA eligible benefits* must be received by us within 90 days after *disability* benefits and any recovery benefits provided under an Enhanced Residual Disability Benefit Rider end, premiums are no longer waived, and before you reach *age* 60. If we accept your application for such an increase, we will issue a new policy schedule showing the effective date of the increase and the increased benefit amounts.

The increased *total COLA eligible benefits* will only be effective if we receive the increased premium resulting from your purchase and exercise of this option within 31 days after our receipt of the application. The premium for the purchase will be based on our rates in effect for your *age* and risk *class* on the date the increase takes effect.

The purchased increase will apply only to benefits resulting from a *disability* that begins after the effective date of the purchase.

## 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.

**Mutual of Omaha Insurance Company**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## CASH VALUE RIDER

After your policy has been in effect for more than five years, we will pay a CASH VALUE BENEFIT to you when the policy terminates, subject to the terms of this rider. The longer your policy is in force, the more your CASH VALUE BENEFIT will increase, minus any *claims*.

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.

## DEFINITION

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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.

**Claim** or **Claims** means any benefits paid or payable, including *premiums* waived under the policy and any attached rider.

**Premium** or **premiums** means the money required to put and keep your policy and any attached riders in force. This does not include any *premiums* waived under the policy and any attached rider.

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

## CASH VALUE BENEFIT

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If your policy terminates for any reason at any time after the fifth *rider anniversary date*, we will pay a CASH VALUE BENEFIT to you. The longer your policy is in force, the more your CASH VALUE BENEFIT will increase, minus any *claims*. This will be paid as a cash benefit. There are no other separate cash surrender values provided by the policy.

The CASH VALUE BENEFIT is a percentage of all *premiums* you have paid for your policy, minus the amount of *claims*, if any. The percentage is based upon the number of years and months your rider was in force on the date this rider ends and is shown on the Table of Cash Value Percentages below.

We will calculate the CASH VALUE BENEFIT using this formula:

(*Premiums* you have paid **multiplied by** the Cash Value Percentage) **minus** any *Claims equals* the CASH VALUE BENEFIT

This calculation includes all *claims* under the policy.

If the CASH VALUE BENEFIT becomes payable between *rider anniversary dates*, we will use a pro-rated percentage based on the number of months from the last *rider anniversary date* to the date this rider terminates to calculate the CASH VALUE BENEFIT.

If your policy lapses as described in your policy's **Reinstatement** provision, we will automatically pay the CASH VALUE BENEFIT if it is due. This rider will then terminate. If the policy is reinstated, the policy will continue in force without this rider as long as the required policy *premiums* are paid. This is the only circumstance in which the CASH VALUE BENEFIT WILL BE PAID out prior to the termination of the policy.

## FACTORS THAT MAY REDUCE THE CASH VALUE BENEFIT

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When your policy terminates, we will calculate the CASH VALUE BENEFIT after we have paid all *claims*. If the amount of all *claims* paid during the lifetime of the policy exceeds the CASH VALUE BENEFIT amount when your policy terminates, no CASH VALUE BENEFIT will be payable.

If, while the policy is in force, the *claims* paid under the policy exceed the amount of the total *premium* that would be paid over the expected life of the policy:

- (a) this rider will terminate,
- (b) no CASH VALUE BENEFIT will be payable, and
- (c) no further *premium* will be charged for this rider.

If a *claim* begins while this rider is in force, but we do not receive notice of it until after we have paid the CASH VALUE BENEFIT, we will reduce any *claim* by the amount we paid for the CASH VALUE BENEFIT. Once we pay the CASH VALUE BENEFIT, this rider will terminate.

## TABLE OF CASH VALUE PERCENTAGES

Duration	Cash Value Percentage of Premium Paid
1 Year	0%
2 Years	0%
3 Years	0%
4 Years	0%
5 Years	0%
6 Years	15%
7 Years	26%
8 Years	34%
9 Years	41%
10 Years	47%
11 Years	53%
12 Years	57%
13 Years	62%
14 Years	65%
15 Years	69%
16 Years	73%
17 Years	76%
18 Years	79%
19 Years	82%
20 Years	85%
21 Years	88%
22 Years	91%
23 Years	94%
24 Years	97%
25 Years	100%

## TERMINATION

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You may not request to voluntarily terminate this rider while the policy is in force.

This rider ends at the earliest of:

- (a) the date you reach *age 67*;
- (b) the date your policy lapses because the premium due was not paid before the end of the grace period;
- (c) the date that the *claims* paid under the policy exceed the amount of the total *premium* that would be paid over the expected life of the policy, or
- (d) the date your policy terminates.

**Mutual of Omaha Insurance Company**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## RETURN OF PREMIUM BENEFIT RIDER

**We will return to you 50% of the *premium* you paid at the end of a 10 year *term period* minus any *claims*.**

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.

**Claim** or **Claims** means any benefits paid or payable, including any *premiums* waived, under the policy and any attached rider.

**Premium** or **Premiums** means the money required to put and keep your policy and any attached riders in force. This does not include any *premiums* waived under the policy and any attached rider.

**Term period** means 10 consecutive years while the policy and this rider are in force. A *term period* starts on:

- (a) the *rider effective date*; or
- (b) the end of the previous *term period*; or
- (c) the date as adjusted under the RETURN OF PREMIUM BENEFIT section below.

A *term period* beginning after *age 57* will be the number of months remaining until you reach *age 67*. In no event will a *term period* begin after the *premium due date* that occurs on or follows the date you reach *age 67*.

## RETURN OF PREMIUM BENEFIT

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At the end of each *term period*, we will return to you 50% of the *premium* paid during the *term period* minus *claims* incurred during the *term period*. Only *claims* incurred during the applicable *term period* will be deducted from the RETURN OF PREMIUM BENEFIT.

Once the initial *term period* ends, and the RETURN OF PREMIUM BENEFIT is paid, the RETURN OF PREMIUM BENEFIT will renew, and a new *term period* will begin.

If, during a *term period*, the *claims* exceed 50% of the *premium* paid for that entire *term period*, the *term period* will terminate. The *premiums* due for this rider will cease under the **Waiver of Premium** provision of the policy. A new *term period* will begin on the *premium due date* following the date on which benefits for the last *claim* during the previous *term period* ceased. The *premiums* due for this rider will then resume.

The RETURN OF PREMIUM BENEFIT will be paid as a cash benefit. There are no other separate cash surrender values provided by the policy.

When the RETURN OF PREMIUM BENEFIT is paid at the end of a *term period*, the policy will continue in force as long as the required *premiums* are being paid.

If *claims* are payable for a *term period*, for which you have already received a RETURN OF PREMIUM BENEFIT, such *claims* will be reduced by the amount of RETURN OF PREMIUM BENEFIT. Your last *term period* will end the earlier of the date that you reach *age 67*, or the date of your death. In either situation we will calculate the RETURN OF PREMIUM BENEFIT based on the number of months completed in the *term period*.

If the policy or rider is terminated for any reason other than your attainment of *age 67* or your death before the end of the *term period*, we will not pay a RETURN OF PREMIUM BENEFIT.

## REINSTATEMENT

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If your policy lapses and is then reinstated under the terms of the policy, the *term period* will be extended by the same number of days that elapsed between the date the first unpaid *premium* was due and the date of reinstatement.

## MILITARY SUSPENSION

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If your policy is suspended under the terms of the **Military Suspension** provision of the policy, the *term period* will equal the days of the *term period* that applied before coverage was suspended plus days that will apply after the military suspension ends.

## TERMINATION

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This rider ends at the earliest of:

- (a) the date you reach *age 67*;
- (b) the date of your death; or
- (c) the date your policy terminates.

You may submit a written or verbal request to remove this rider from your policy upon our receipt of your request or at any date you specify. In either case grace period will not apply. While the rider will end, the policy will continue to remain in force until terminated per the **Termination** provision of the policy.

**Mutual of Omaha Insurance Company**

# MUTUAL OF OMAHA INSURANCE COMPANY

3300 MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

## RETURN OF PREMIUM BENEFIT RIDER

**We will return to you 80% of the *premium* you paid at the end of a 10 year *term period* minus any *claims*.**

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.

**Claim** or **Claims** means any benefits paid or payable, including any *premiums* waived, under the policy and any attached rider.

**Premium** or **Premiums** means the money required to put and keep your policy and any attached riders in force. This does not include any *premiums* waived under the policy and any attached rider.

**Term period** means 10 consecutive years while the policy and this rider are in force. A *term period* starts on:

- (a) the *rider effective date*; or
- (b) the end of the previous *term period*; or
- (c) the date as adjusted under the RETURN OF PREMIUM BENEFIT section below.

A *term period* beginning after *age 57* will be the number of months remaining until you reach *age 67*. In no event will a *term period* begin after the *premium due date* that occurs on or follows the date you reach *age 67*.

## RETURN OF PREMIUM BENEFIT

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At the end of each *term period*, we will return to you 80% of the *premium* paid during the *term period* minus *claims* incurred during the *term period*. Only *claims* incurred during the applicable *term period* will be deducted from the RETURN OF PREMIUM BENEFIT.

Once the initial *term period* ends, and the RETURN OF PREMIUM BENEFIT is paid, the RETURN OF PREMIUM BENEFIT will renew, and a new *term period* will begin.

If, during a *term period*, the *claims* exceed 80% of the *premium* paid for that entire *term period*, the *term period* will terminate. The *premiums* due for this rider will cease under the **Waiver of Premium** provision of the policy. A new *term period* will begin on the *premium due date* following the date on which benefits for the last *claim* during the previous *term period* ceased. The *premiums* due for this rider will then resume.

The RETURN OF PREMIUM BENEFIT will be paid as a cash benefit. There are no other separate cash surrender values provided by the policy.

When the RETURN OF PREMIUM BENEFIT is paid at the end of a *term period*, the policy will continue in force as long as the required *premiums* are being paid.

If *claims* are payable for a *term period*, for which you have already received a RETURN OF PREMIUM BENEFIT, such *claims* will be reduced by the amount of RETURN OF PREMIUM BENEFIT. Your last *term period* will end the earlier of the date that you reach *age 67*, or the date of your death. In either situation we will calculate the RETURN OF PREMIUM BENEFIT based on the number of months completed in the *term period*.

If the policy or rider is terminated for any reason other than your attainment of *age 67* or your death before the end of the *term period*, we will not pay a RETURN OF PREMIUM BENEFIT.

## REINSTATEMENT

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If your policy lapses and is then reinstated under the terms of the policy, the *term period* will be extended by the same number of days that elapsed between the date the first unpaid *premium* was due and the date of reinstatement.

## MILITARY SUSPENSION

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If your policy is suspended under the terms of the **Military Suspension** provision of the policy, the *term period* will equal the days of the *term period* that applied before coverage was suspended plus days that will apply after the military suspension ends.

## TERMINATION

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This rider ends at the earliest of:

- (a) the date you reach *age 67*;
- (b) the date of your death; or
- (c) the date your policy terminates.

You may submit a written or verbal request to remove this rider from your policy upon our receipt of your request or at any date you specify. In either case grace period will not apply. While the rider will end, the policy will continue to remain in force until terminated per the **Termination** provision of the policy.

**Mutual of Omaha Insurance Company**