

DISABILITY INCOME POLICY

THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US. READ IT CAREFULLY.

**GUARANTEED RENEWABLE TO AGE 70.
SUBJECT TO OUR RIGHT TO CHANGE PREMIUMS.**

**DISABILITY RESULTING FROM A PRE-EXISTING CONDITION WILL NOT BE COVERED IF IT BEGINS DURING
THE FIRST 12 MONTHS AFTER THE POLICY EFFECTIVE DATE.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If You are eligible for Medicare, review the guide to
Health Insurance for People with Medicare, which is available from the Company.**

Important Cancellation Information – Please Read The Provision Entitled “Renewal Condition”, Found Below.

RENEWAL CONDITION

This Policy is guaranteed renewable to age 70 subject to the terms and conditions of this Policy. We have the right to change the premium rates on this Policy. See Change in Premium Rate section.

INSURING CLAUSE

We will pay Benefits set out in this Policy and any Rider(s) attached subject to its Definitions, Provisions, Limitations and Exclusions. This Policy is a legal contract between You and Us. Read it carefully. To understand Your coverage, You must read this Policy as a whole.

THIRTY DAY RIGHT TO EXAMINE THIS POLICY

If, for any reason, You decide not to keep this Policy, return it to Us within 30 days after You receive it. You may return it to Our Administrative Office or to the agent who sold it to You. We will treat the Policy as if it had never been issued. We will refund any Premium paid.

FOR INQUIRIES OR TO OBTAIN INFORMATION ABOUT COVERAGE OR MAKE A COMPLAINT

You may call ManhattanLife Assurance Company of America's Policyholder service office's toll free telephone at 1-800-669-9030 or write to the address shown above.



John McGettigan
Secretary



Dan George
President

IMPORTANT NOTICE

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT OUR ADMINISTRATIVE OFFICE WITHIN 10 DAYS. THE APPLICATION IS A PART OF THIS POLICY, WHICH WAS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.

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SPECIMEN

DEFINITIONS

WHEN WE USE THE TERMS THAT FOLLOW, WE MEAN:

Dental Treatment: Treatment of the teeth and/or periodontal area.

Dependent Child: A financially dependent child, foster, stepchild or adopted child of the Primary Insured, named on the application, unless specifically excluded in any part of this Policy. Any newborn or child placed with You for adoption or foster care after the Policy Effective Date is considered a Dependent Child.

Disability or Disabled: Means Total Disability or Presumptive Disability.

Eligible Dependent Child(ren): Unless specifically excluded in any part of this Policy, means:

- a. Your unmarried Dependent Child under age 19 who is chiefly dependent on You for support and maintenance; or
- b. Your unmarried Dependent Child under age 23 if he/she is a full-time student at an accredited school, college, or university and We are furnished proof of such enrollment; or
- c. Your unmarried Dependent Child age 19 or over, who is chiefly dependent on You for support and maintenance if he/she is not able to support him/herself because of mental or physical incapacity. The burden of proof that such Dependent Child is and has continued to be incapacitated rests with You. You must give proof of the incapacity acceptable to Us at Our Administrative Office:
 1. within 31 days after the child would cease to be an Eligible Dependent Child; and
 2. later, as asked for, but not more often than once a year.

Eligible Spouse: Your spouse You are legally married to who is listed on the application unless specifically excluded in any part of this Policy. Your spouse will cease to be an eligible spouse on the date of death or the day a valid decree of divorce is effective.

Elimination Period: The number of consecutive days of Total Disability before Benefits become payable under this Policy. Benefits are not payable during the Elimination Period. The Elimination Period is shown on the Policy Schedule.

If the Elimination Period is 30 days or greater (does not apply if the Elimination Period is less than 30 days), it will be considered continuous if the Insured returns to work for not more than a total of 4 days during the Elimination Period. The Elimination Period will be extended by one day for each day the Insured temporarily returns to work.

Employed: You will be classified as employed if You are actively:

- a. performing for pay in the usual manner the duties of Your Regular Occupation on a scheduled work day; and
- b. performing these duties at one of the places of business where you normally do such duties or at some location to which Your employment sends You.

You will be said to be employed on a day that is not a scheduled work day only if You would be able to perform in the usual manner the duties of Your Regular Occupation if it were a scheduled work day.

If You are on a family or medical leave of absence, You will be considered employed if:

- a. Premiums are paid in accordance with the Policy provisions; and
- b. Your employer has approved Your leave in writing.

The period of time that You will be considered employed under a family or medical leave is the greater of:

- a. the leave period required by the Federal Family and Medical Leave Act of 1993, and any Amendments; or
- b. the leave period required by applicable State law.

Full-Time: 27 or more hours per week.

Hospital: A lawfully operating institution which:

- a. has resident facilities for sick and injured patients; and
- b. mainly provides diagnostic, medical and surgical treatment for a fee to sick or injured persons (or has such treatment facility available on a prearranged, contractual basis); and
- c. has 24 hour nursing service by or under the supervision of a graduate registered nurse; and
- d. has at least one Physician on the staff who is on call at any time; and
- e. is accredited by the Joint Commission on Accreditation of Hospitals or the American Osteopathic Association, subject to the limitations in the paragraph below.

A hospital is not an institution or part of an institution that mainly provides rehabilitation, custodial, convalescent, nursing, extended or rest care.

Hospital Confinement: Admission to a Hospital and confinement as a resident bed patient due to an Injury or Sickness for which there is a room and board charge by the Hospital. The confinement must be on the advice of a Physician and be Medically Necessary. Confinement to an emergency room, outpatient treatment room, or observation unit for 48 hours or less is not considered a hospital confinement unless You remain in the emergency room, outpatient treatment room or observation unit until admission to the same Hospital as a resident bed patient.

Insured: The Primary Insured and any Insured Dependents shown on the Policy Schedule.

Insured Dependents: The Insured Dependents shown on the Policy Schedule.

Injury/Injured: Bodily injury sustained which:

- a. is directly caused by an accident, independent and unrelated of all other causes; and
- b. has not been specifically excluded by name or description in this Policy; and
- c. is not caused or contributed to by Sickness; and
- d. occurs while this Policy is in force for You.

Material and Substantial Duties: Those duties normally required for the performance of Your Regular Occupation that cannot be reasonably omitted or modified.

Maximum Benefit Period: The longest period of time during which the Benefit could be payable. The Maximum Benefit Period is shown on the Policy Schedule.

Medically Necessary: The treatment, services or supplies necessary and appropriate for the diagnosis or treatment of Sickness or Injury based upon generally accepted medical standards.

Mental or Nervous Disorders: A neurosis, psychoneurosis, psychosis or mental or emotional disease/disorder of any kind.

Monthly Base Earnings: Your monthly rate of earnings from Your employer in effect immediately prior to the date Total Disability begins. Overtime pay, bonuses, shift differential, expenses, allowances, and other fringe benefits or extra compensation You received or may be eligible to receive from Your employer are not included. Commissioned employee's earnings will be the average of the earnings for the lesser of: 1) the preceding 24 months; or 2) the total time You have been employed with Your employer.

Other Income: Loss of income or disability benefits You receive or are eligible to receive that are provided under any: 1) State compulsory benefit act or law; 2) Workers' Compensation Law; 3) occupational disease law; or 4) Federal Social Security Disability law; or 5) other act or law with similar intent.

Part Time: Less than 27 hours per week.

Partially Disabled or Partial Disability: Partial Disability must be due to a covered Injury or a covered Sickness. You are partially disabled if You:

- a. are able to perform at least one, but not all, of the Material and Substantial Duties of Your Regular Occupation or any other occupation on a Full-Time or Part-Time basis; or
- b. are able to perform all the Material and Substantial Duties of Your Regular Occupation or any other occupation on a Part-Time basis.

You must be under the Regular Care of a Physician. This does not apply if the Physician tells Us and We agree that Regular Care would be of no further benefit to You.

Physician: A person who:

- a. is operating within the scope of his/her license; and either
- b. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- c. is legally qualified as a medical practitioner and required to be recognized, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

A physician does not include a family member of the Insured. Family member means You, Your spouse, children, grandchildren, siblings, parents, grandparents, corresponding in-laws, or other members of Your household.

Policy: The legal contract between You and Us. This Policy, any application(s), the Policy Schedule(s) and any attached Riders, Amendments, or Endorsements make up the entire contract between You and Us.

Policy Anniversary: The yearly anniversary of the Policy Effective Date. The First Anniversary Date is shown on the Policy Schedule.

Policy Effective Date: This is the date coverage under this Policy begins. The Policy Effective Date is shown on the Policy Schedule. It will be used to determine Premium due dates and anniversary dates. If an Insured is added to this Policy after the date listed on the Policy Schedule, the Policy Effective Date for that Insured will be the date shown on the Endorsement added to this Policy.

Policy Schedule: This is page 3 of this Policy.

Presumptive Disability: Presumptive Disability must be due to a covered Injury or a covered Sickness. You have a Presumptive Disability if You suffer the total, permanent and irrecoverable loss of:

- a. speech; or
- b. hearing in both ears; or
- c. the sight of both eyes; or
- d. the use of both hands, or both feet or one hand and one foot.

You must be Employed when Presumptive Disability begins. Benefits for Presumptive Disability will not be paid if You are not Employed when the Disability begins. The ability to work will not matter. You are not required to be under the Regular Care of a Physician. Proof of Presumptive Disability will be required.

Primary Insured: The Primary Insured as indicated on the Policy Schedule.

Recurrent Disability: You become Disabled, cease from being Totally Disabled, then become Totally Disabled again from the same or related condition. The latter Disability will be considered a Recurrent Disability. Refer to the "When a Recurrent Disability Becomes a New Disability" provision of this Policy.

Regular Care: You personally visit a Physician whose specialty or experience is the most appropriate to evaluate, manage or treat Your Injury or Sickness. The care and treatment You receive must be as frequent as is Medically Necessary.

Regular Occupation: The occupation You are routinely performing when Disability begins. We will look at the occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Sickness: Disease or illness, including pregnancy, which: (1) is diagnosed or treated while this Policy is in force for the Insured; and (2) does not result from Pre-existing Conditions as defined; and (3) has not been specifically excluded by name or description in this Policy.

Totally Disabled or Total Disability: Total Disability must be due to a covered Injury or covered Sickness. You are Totally Disabled when You are: 1) unable to perform the Material and Substantial Duties of Your Regular Occupation during the Elimination Period and the following 2 years; thereafter, it means Your inability to perform the duties of any occupation for which You are reasonably suited by education, training or experience; and 2) not performing any work or services for pay.

You must be Employed when Total Disability begins. Benefits for Total Disability will not be paid if You are not Employed when Total Disability begins.

Proof of Total Disability will be required. You must be under the Regular Care of a Physician. This does not apply if the Physician tells Us and We agree that Regular Care would be of no further benefit to You.

We, Our, the Company and Us: refers to the Company as indicated on the cover of this Policy.

You, Your and Yours: The Primary Insured as indicated on the Policy Schedule.

GENERAL AGREEMENT

We agreed to issue this Policy to You because:

- a. You paid the first Premium; and
- b. We relied on the answers in Your application.

Your application is attached and is a part of Your Policy. This Policy is a legal contract between You and Us.

This Policy covers only You. The Riders cover You and the Insured Dependents. The Riders, if any, also cover any person added as an Insured after the Policy Effective Date. Any changes to this Policy will be shown by an amendment, endorsement or Rider to be attached to this Policy.

The first Policy term begins at 12:00 P.M. Standard Time on the Policy Effective Date at the place You live. It ends at 12:00 P.M. Standard Time at the place You live on the Policy Anniversary. You may then renew this Policy for the next term by paying Premiums when due. The renewal Premium for each term is due on the day the preceding term ends subject to the Grace Period.

PREMIUMS

All Premium due dates are determined from the Policy Effective Date.

Premiums for this Policy are due in advance of the term they are to cover.

You may pay Premiums on any mode acceptable to Us. This Policy will remain in force for the term for which Premiums are paid.

Change in Premium Rate: We have the right to change Premiums at any time. When this occurs, the new rate will be guaranteed for a period of not less than 12 months. If We do change the Premiums, We will do so only:

- a. if We change the Premiums for all policies of this same form and issue age in Your state of issue; and
- b. if such change is in accordance with the laws and regulations of Your state of issue; and
- c. if We give You 45 days notice before such change becomes effective.

Any change in the Premium will be based on Your age and occupation class as of the Policy Effective Date.

Refund of Unearned Premium: Within 30 days of proof of death or cancellation of this Policy, We will refund any unearned Premium. Unearned Premium is any Premium paid for any period beyond the date death or cancellation occurred.

BENEFITS

The following are shown on the Policy Schedule:

- a. the Elimination Period for Disability due to: 1) an Injury; or 2) a Sickness; and
- b. the Maximum Benefit Period for a Disability (may differ at age 65) due to: 1) an Injury; or 2) a Sickness; and
- c. the Monthly Benefit for Disability due to: 1) an Injury; or 2) a Sickness; and
- d. the percentage of reduction of Monthly Benefit when Benefit Reduction Applies due to an Injury or Sickness.

Injury Disability Benefit

We will pay the Monthly Benefit for Disability (subject to the Benefit Reduction section) due to an Injury if:

- a. Total Disability due to an Injury continues beyond the Elimination Period (the Elimination Period does not apply to a Presumptive Disability); and
- b. the Injury: 1) occurred after the Policy Effective Date; and 2) occurred while this Policy was in force; and 3) was not subject to the Pre-Existing Conditions provision; and 4) has not been specifically excluded by name or description in this Policy; and
- c. You lose income due to such Total Disability.

If Disability begins more than 60 days after an Injury, Disability will be considered to be the result of a Sickness. The Injury must occur while this Policy is in force.

Benefits will be payable until the earliest of the following:

- a. the date You cease to be Totally Disabled (does not apply to a Presumptive Disability); or
- b. the date You fail to provide satisfactory proof of continued Total Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (does not apply to a Presumptive Disability); or
- d. the date the Maximum Benefit Period ends; or
- e. the date You die.

We will only pay up to the applicable Maximum Benefit Period for any one Disability. The Maximum Benefit Period At Age 65 may differ.

Sickness Disability Benefit

We will pay the Monthly Benefit for Disability (subject to the Benefit Reduction section) due to a Sickness if:

- a. Total Disability due to a Sickness continues beyond the Elimination Period (the Elimination Period does not apply to a Presumptive Disability); and
- b. the Sickness: 1) begins after the Policy Effective Date; and 2) begins while this Policy is in force; and 3) was not subject to the Pre-Existing Conditions provision; and 4) has not been specifically excluded by name or description in this Policy; and
- c. You lose income due to such Total Disability.

If Disability begins more than 60 days after an Injury, Disability will be considered to be the result of a Sickness. The Injury must occur while this Policy is in force.

Benefits will be payable until the earliest of the following:

- a. the date You cease to be Totally Disabled (does not apply to a Presumptive Disability); or
- b. the date You fail to provide satisfactory proof of continued Total Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (does not apply to a Presumptive Disability); or
- d. the date the Maximum Benefit Period ends; or
- e. the date You die.

We will only pay up to the applicable Maximum Benefit Period for any one Disability. The Maximum Benefit Period At Age 65 may differ.

Benefit Reduction

Your Benefit may differ if You receive or are eligible to receive any Other Income. Other Income must be for the same period You are entitled to a Monthly Benefit for Disability due to an Injury or Sickness. The percentage that the Monthly Benefit will reduce in such case is shown on the Policy Schedule.

We have the right to require reasonable proof of Other Income You receive or are eligible to receive during any month of Disability. We have the right to recover from You any amount of Benefits overpaid as a result of a retroactive award of Other Income Benefits.

Partial Disability Benefit

We will pay a Partial Disability Benefit if:

- a. You have received Total Disability Benefits under this Policy for at least 2 consecutive months; and
- b. You are Partially Disabled the day following the date Total Disability ended; and
- c. Partial Disability is the result of the same Injury or Sickness which caused the Total Disability; and
- d. Your earnings are not greater than 80% of Your Monthly Base Earnings.

The Partial Disability Benefit will be the lesser of: 1) 50% of the Monthly Benefit for Disability that You were eligible to receive during the prior month before Partial Disability began; or 2) the difference between Your current earnings and Your Monthly Base Earnings. The Partial Disability Benefit will be payable for a maximum period of 3 months. The combined period of time Benefits are payable for Total Disability and Partial Disability will not exceed the Maximum Benefit Period. The Maximum Benefit Period At Age 65 may differ.

The Partial Disability Benefit will be paid until the earliest of:

- a. the date You cease to be Partially Disabled; or
- b. the date You fail to provide satisfactory proof of continued Partial Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (Limitations & Exclusions); or
- d. the date the Maximum Benefit Period ends; or
- e. 3 months; or
- f. the date Your earnings are greater than 80% of Your Monthly Base Earnings; or
- g. the date you die.

We can require that You send Us appropriate financial records to prove Your income during the time You are Partially Disabled.

Maximum Benefit Period At Age 65

The Maximum Benefit Period for any new Disability that begins after age 65 will be the lesser of Your current Maximum Benefit Period or 12 months.

Total, Presumptive or Partial Disability Benefit for Part of a Month

If a Benefit is payable for less than a full month, We will pay one-thirtieth of the applicable Benefit for each day of Total, Presumptive or Partial Disability.

When a Recurrent Disability Becomes a New Disability

A Recurrent Disability will be treated as the same Disability unless the requirements of the paragraph below are met. This means the Elimination Period and Maximum Benefit Period for Disability in this Policy will not start over. Any Recurrent Disability caused by a Pre-Existing Condition will be treated as the same Disability.

The only time a Recurrent Disability is treated as a new Total Disability is if You have returned to work for six months or more. During this time, You must have been working the lesser of: 1) the same number of hours You were working before the first Total Disability for the same or related condition; or 2) Full-Time. The Elimination Period and Maximum Benefit Period will start over for a new Total Disability.

A Recurrent Disability caused by a Presumptive Disability will never be classified as a new Disability. It will always be considered as the same Disability even if the requirements of the above paragraph are met.

Concurrent Disability

We will pay Benefits for only one Disability at a time even if it results from more than one cause. If Disability results from more than one cause, it will be considered the same Disability. You will be entitled to only one Benefit.

Survivor Benefit

If You die while receiving Disability Benefits for at least 6 consecutive months, We will pay a Survivor Benefit. The Survivor Benefit will be a lump sum of 6 times the Disability Benefit You are eligible for the calendar month before death. The Survivor Benefit will be paid to Your designated beneficiary or to Your estate if a beneficiary is not named.

Waiver of Premiums

After You have received Benefits for Total or Presumptive Disability for 90 consecutive days. Starting the 91st day or the next due date, We will waive future Premiums. We will waive the Premium as long as You are receiving Benefits for Total, Presumptive or Partial Disability. However, We will not waive Premiums beyond the Maximum Benefit Period.

LIMITATIONS & EXCLUSIONS

PART I

This Policy (including any Rider(s) attached) does not cover losses sustained while caused by, contributed to or resulting from:

- a. being legally intoxicated as defined by State law where the loss occurred or being under the influence of any narcotic unless administered on the advice of a Physician; or
- b. alcoholism or drug addiction or Sickness or Injury from the use of alcohol and/or the use of drugs not prescribed by a Physician; or
- c. attempted suicide while sane or insane or intentionally self-inflicted Injury; or
- d. Mental or Nervous Disorders; or
- e. being exposed to war or any act of war, declared or undeclared or while serving in the armed forces; or
- f. engaging in an illegal activity; or
- g. participation in any form of aviation other than as a fare-paying passenger in a fully licensed passenger carrying aircraft; or
- h. voluntary inhalation of gas; or
- i. mountaineering, sky diving, hang gliding or bungee jumping; or
- j. riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- k. conditions specifically excluded by Amendment or Endorsement; or
- l. any Pre-Existing Conditions as defined in this Policy.

PART II

This Policy (including any Rider(s) attached) does not pay Benefits for:

- a. care that is primarily for: 1) rest; or 2) convalescence; or 3) rehabilitation; or
- b. treatment which is rendered outside the United States, its possessions, or Canada, except for emergency care for acute onset of Sickness or Injury sustained while traveling for business or pleasure; or
- c. Total or Partial Disability while You are outside of the United States, its possessions, or Canada; or
- d. Dental Treatment or plastic surgery for cosmetic purposes. This exclusion does not apply if the treatment or surgery is: 1) due to an Injury; or 2) to restore normal bodily functions; or
- e. Total or Presumptive Disability that begins while not Employed.

We will not pay Benefits for any period the Insured is incarcerated in any type of penal institution.

PRE-EXISTING CONDITIONS

This Policy and any attached Rider(s) do not cover Pre-Existing Conditions for any loss that occurs during the first 12 months beginning on the date that person becomes an Insured under this Policy or Rider. Any Disability resulting from a Pre-Existing Condition will not be covered if it begins during the first 12 months after the Policy Effective Date. Refer to When a Recurrent Disability Becomes a New Disability section for a Recurrent Disability from a Pre-Existing Condition.

By Pre-Existing Conditions, We mean a condition for which a Physician prescribed, recommended or gave to the Insured during the 12 months before the Insured's Policy/Rider Effective Date: 1) treatment; or 2) medical advice; or 3) consultation; or 4) diagnosis or diagnostic tests; or 5) medication.

For any person who was age 65 and over when they become an Insured under this Policy, Pre-Existing Conditions shall mean only those conditions specifically excluded in any part of this contract or attached endorsement.

Conditions specifically named or described as excluded in any part of this Policy are never covered.

MILITARY SERVICE

If You enter full time, active duty in the military service, You may suspend this Policy. However, You may not suspend this Policy during active military duty or training lasting three months or less. This Policy will not be in force while it is suspended and You will not have to pay any Premiums. We need Your written request to suspend this Policy. We will refund the pro-rata portion of any Premium paid for a period beyond the date We receive Your request.

If Your full time active duty in military service ends before Your 65th birthday, You may place this Policy back in force without evidence of insurability. Your coverage will start again when:

- a. We receive Your written request; and
- b. You have paid the pro-rata Premium for coverage until the next Premium due date.

We must receive Your request and Premium payment within 90 days after the date Your active duty service in the military ends. Premiums will be at the same rate they would have been had Your Policy remained in force. This Policy will not cover any loss due to Injury or Sickness that occurs while this Policy is suspended. In all other respects, You and We will have the same rights under this Policy as before it was suspended.

If Your active duty ends after Your 65th birthday, this Policy cannot be reinstated.

TERMINATION

This Policy will end on the earliest of:

- a. the date You fail to pay Premiums within Your Grace Period; or
- b. the date You die; or
- c. the Policy Anniversary Date after You turn age 70; or
- d. the date You notify Us in writing to end this Policy.

All coverage under this Policy and any attached Rider(s) will terminate when this Policy ceases to be in force.

Coverage for an Insured Dependent will end on the date such Insured ceases to be an Eligible Dependent Child or Eligible Spouse.

When an Insured Dependent's coverage ends, We will:

- a. refund any Premium accepted for the period the Insured is not eligible; and
- b. consider any claim that began before the insurance ended; and
- c. allow a conversion policy as set forth in the Conversion Privilege provision of this Policy.

ELIGIBILITY AND ADDITION OF PERSONS

THE DISABILITY INCOME COVERAGE IS FOR THE PRIMARY INSURED ONLY. Your Insured Dependents are only covered under any Riders attached to this Policy other than the building Benefit Rider (if elected). Your spouse and any children who qualify as an Eligible Dependent Child or Eligible Spouse may be added to the Riders attached to this Policy. To add a person (other than a newborn, foster or adopted child) to this Policy after the Policy Effective Date, You must:

- a. make written application to Us; and
- b. furnish proof that the person is insurable by Our underwriting standards; and
- c. pay the additional Premium due for that person. The first Premium for the person to be added will be determined from the effective date of his/her coverage. The person added will be subject to the Pre-Existing Conditions provision of this Policy commencing as of their coverage effective date.

Any child born to You while this Policy is in force will be insured from the moment of birth for 31 days. A child placed with You for adoption after the Policy Effective Date will be covered for a period of 31 days from the earlier of: (1) the date of placement for the purpose of adoption; or (2) the date of the entry of an order granting the adoptive parent custody of the child for the purpose of adoption. A child placed with You as a foster child shall automatically be covered for a period of 31 days from the date of placement. Coverage and Benefits for the child on the Riders will be the same as those that are provided for Eligible Dependent Children; if none, then Eligible Spouse. If there are no other Insured Dependents, then the coverage and Benefits on the Riders for the child will be the same as for You.

The Pre-Existing Conditions provision of this Policy is waived for the newborn, foster or adopted child. Coverage for a child placed for the purpose of adoption will end if the adoption is stopped prior to legal adoption.

Without Eligible Dependent Children coverage: To continue coverage for the newborn, foster or adopted child beyond the 31 day period, You must: (1) notify Us in writing; and (2) pay the Premium for the child within 31 days from the date of birth, placement or order granting custody. Premiums for the child will be prorated to the next Premium due date of this Policy. If We are not notified and the required Premium is not paid within 31 days, the coverage for the child will end 31 days after the date of birth, placement or order granting custody.

With Eligible Dependent Children coverage: Please notify Us in writing as soon as possible to be sure that the child is properly enrolled, and coverage is in place. A newborn child will be covered from the moment of birth. A foster child will be covered from the moment of placement. An adopted child will be covered from the earlier of: (1) the date of placement for the purpose of adoption; or (2) the date of the entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

CONVERSION PRIVILEGE

When a Dependent Child ceases to be an Eligible Dependent Child, coverage can be converted to a new policy. We must receive a written application and the required Premium within 31 days after the date their coverage is to end. The new policy will:

- a. be issued without evidence of insurability; and
- b. be a policy form We offer; and
- c. be most similar to but not greater than the Eligible Dependent Child's coverage in this Policy; and
- d. exclude any conditions that were excluded in this Policy for such Insured; and
- e. cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Dependent Child ended under this Policy. The Premium will be based on the table of rates in effect for the person's age and state of residence at the time of conversion.

If You Die or if You and Your Eligible Spouse become Divorced, Your Eligible Spouse may convert their existing coverage to a new policy. Written application for the policy must be made to Us within 60 days of Your death or entry of the order of divorce. The required Premium must be paid within 60 days after the date this coverage is to end. The new policy will:

- a. be issued without evidence of insurability; and
- b. be a policy form We offer for conversion; and
- c. be not greater than the Eligible Spouse's coverage in this Policy; and
- d. exclude any conditions that were excluded in this Policy for such Insured; and
- e. cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Spouse ended under this Policy. The Premium will be based on the rates in effect for that person's age and state of residence at the time of conversion.

At the option of the Eligible Spouse, any Eligible Dependent Children covered under this Policy (for whom the Eligible Spouse has the obligation of support) may also be converted to the new policy. Said conversion is subject to the same conditions as the Eligible Spouse's conversion.

GENERAL PROVISIONS

Cancellation by the Insured: You may cancel this Policy at any time by giving written notice to the Company. We will cancel this Policy upon receipt of such notice or on a later date if specified in the notice. The Company will return any Unearned Premium paid. The Unearned Premium will be computed on a pro-rata basis. Cancellation will be without prejudice to any claim that began prior to the effective date of cancellation.

Change of Beneficiary: You may change Your beneficiary at any time by giving Us notice in writing. The consent of the beneficiary is not required for this or any other change in the Policy, unless the beneficiary is irrevocable.

Notice of Claim: Written notice of claim must be given to Us within 90 days after a covered loss, or as soon as is reasonably possible. Notice can be given to Us at Our Administrative Office as indicated on the Cover of this Policy or to any authorized agent of the Company. Notice should include the name of the Insured and this Policy Number.

Claim Forms: Upon receipt of a Notice of Claim, We will send You claim forms for filing Proof of Loss. If We do not send these forms to You within 15 days after You notify Us, You will have complied with Proof of Loss requirements if You give Us a written statement of the cause, nature and extent of the loss.

Entire Contract: This Policy, with the application and any attached Rider(s), Amendments and Endorsements, are the entire contract between You and Us. In the absence of fraud, all statements made in any application are considered representations and not warranties. No such statement unless it is contained in the written application will: (1) void the Policy; or (2) reduce the Benefits; or (3) be used in defense of a claim.

Only Our officer may change this Policy in whole or part. No change will be valid unless it is: (1) made in writing; and (2) signed by such officer; and (3) attached to this Policy. No other person, including an agent, may change this Policy or waive any of its provisions.

Grace Period: This Policy has a 31-day grace period. This means that if a Premium (other than the first) is not paid on or before the date it is due, it may be paid during the next 31 days after it is due or coverage will end. During the grace period the Policy will stay in force.

Legal Action: No legal action may be brought to recover on this Policy until 60 days after You send Us written Proof of Loss. No such action may be brought after 3 years from the time We require written Proof of Loss.

Misstatement of Age: If the age of an Insured has been misstated on the application, the Benefits will be those that the Premium paid would have bought at the correct age. If an Insured's age was overstated, We will refund any excess Premium if We are notified of this fact. Our liability will be limited to the refund of the Premium paid for the term not covered by the Policy if:

- a. as the result of misstatement of the age of an Insured, We accept Premiums for a term beyond the date the coverage would have ceased; or
- b. according to the correct age the coverage would not have become effective for any reason.

Payment of Claims: Loss of life Benefits, if any, will be paid to the last designated beneficiary shown in Our records. If no beneficiary designation is then in effect, the Benefits will be paid to You or Your estate. All other Benefits will be paid to You. If any accrued Benefits payable to You are unpaid when You die, We may pay them to Your estate or to Your beneficiary. If Benefits are payable to Your estate or to a minor or other person not competent to give a valid release, We may pay such Benefit, up to \$1,000, to any relative by blood or marriage to You who is deemed by Us as entitled to such Benefits.

If We made a payment in good faith under this provision, We will be released from liability to the extent of the payment.

Physical Examination and Autopsy: We can require an Insured to have an examination as often as necessary while a claim is pending. The examination may include: 1) a functional capacity examination; or 2) psychiatric examination; or 3) any tests that are reasonably necessary for the condition at such time. We reserve the right to select the examiner. We will pay for the examination. We can require an autopsy at Our expense in the event of an Insured's death, unless prohibited by law in the state in which the Insured lived.

Proof of Loss: Written proof of loss must be furnished to Us at Our Administrative Office within 180 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time. Proof must be sent as soon as reasonably possible and except in the absence of legal capacity, no later than 1 year from the time proof is otherwise required. We have the right to request records as may be reasonably necessary to determine if any Benefits are payable under this Policy.

Reinstatement: If a Premium is not paid before the Grace Period ends, this Policy will lapse. If We accept the Premium without requiring an application for reinstatement, this Policy will be reinstated.

Once this Policy has lapsed, We require a reinstatement form or a new application to reinstate a Policy. If We approve the application, the Policy will be reinstated with a new Policy Effective Date. If We do not notify You that We have disapproved the reinstatement application, the Policy will be reinstated on the 45th day after the date We receive such application.

The reinstated Policy will cover only loss that results from: (1) an Injury that occurs after the date of reinstatement; or (2) a Sickness that starts more than 10 days after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Policy.

After the reinstated Policy has been in force for 2 years from the date of reinstatement, We cannot cancel or deny Benefits because of any misstatement, except material Misstatements, made by You in the reinstatement application.

Any Premiums We accept for a reinstatement will be applied to a period for which Premiums have not been paid. No Premiums will be applied to any period more than 60 days before the reinstatement date.

Right to Review Records: We have the right to review any records that may apply to Your claim.

Time Limit on Certain Defenses: After this Policy has been in force for 2 years from the Policy Effective Date, We cannot cancel or deny Benefits because of any misstatement made by You in the application for the Policy.

If a Rider is added after the Policy Effective Date, We cannot cancel or deny Benefits because of a misstatement made by You in the application after the Rider has been in force for 2 years from the Rider's Effective Date.

After the coverage has been in force beyond the Pre-Existing Conditions period, We will pay Benefits for any Pre-Existing Conditions not specifically excluded by name or description in the Policy, Rider or Endorsement.

Time of Payment of Claims: We will pay the Benefits then due upon receipt of written Proof of Loss and Our approval of Your claim.

Unpaid Premium: When a claim is paid, any Premiums due and unpaid may be deducted from the claim payment.

Conformity with State Statutes: Any provision of this Policy that on the Policy Effective Date is in conflict with the statutes of the state in which it was issued is amended to conform to the minimum requirements of such statutes.

SPECIMEN

DISABILITY INCOME POLICY

**GUARANTEED RENEWABLE TO AGE 70.
SUBJECT TO OUR RIGHT TO CHANGE PREMIUMS.**

IMPORTANT NOTICE

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT OUR ADMINISTRATIVE OFFICE WITHIN 10 DAYS. THE APPLICATION IS A PART OF THIS POLICY, WHICH WAS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.

SPECIMEN