



This is a legal contract between You (the insured person) and Us (Assurity Life Insurance Company, a stock company). It is issued in return for Your approved application and Initial Premium. We agree to pay this policy's benefits to You while this policy is in force and after this policy's provisions have been met.

The provisions of this policy apply to any riders attached to this policy unless otherwise stated in the riders.

RENEWAL

This policy is guaranteed renewable to age [65]. That means as long as You pay premiums when due, We cannot cancel or change this policy. We can, however, change the premium rates. If We change the premium rates, We can only do it after approval or acknowledgement by Your state for all insured persons in Your class. You will be given 31 days notice by mail prior to any premium change. If You are over age [65], You must be Employed on a Full-Time Basis to renew this policy on each policy anniversary to age 75. After age [65], the Maximum Benefit Period is limited to one year, and Your premium will change on each policy anniversary.

RIGHT TO CANCEL

You may cancel this policy within 30 days of receiving it by returning this policy to Our administrative office. As soon as You deliver or mail this policy to Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive this policy. After the 30-day period, You may cancel this policy by notifying Us in writing that You wish to do so. This policy will be cancelled on the date We receive Your written notice unless Your notice specifies a later date. Cancellation of this policy will be without prejudice to any claim made prior to the termination of this policy.

Assurity Life Insurance Company has signed this policy on the Issue Date.

[Signature]
President

Carol S Watson
Secretary

**Assurity Life Insurance Company
Administrative Office
PO Box 82533, Lincoln, Nebraska 68501-2533
Toll-free (800) 869-0355**

DISABILITY INCOME POLICY

**Guaranteed Renewable to Age [65] • Qualified Right to Renew to Age 75
Company may change premium rates**

Representative Name: []
Address: []
[]
[]
Telephone: []

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SAMPLE

POLICY SCHEDULE

| FORM NO. | FORM NAME | BENEFIT | INITIAL ANNUAL PREMIUM |
|---------------------|--|----------------------------|-------------------------------|
| I H0920 | Disability Income Policy | | \${ [] } |
| | Total Disability Monthly Benefit | [] | |
| | Maximum Benefit Period | [] | |
| | Elimination Period | [] consecutive days | |
| | Partial Disability Monthly Benefit | [] | |
| | Maximum Partial Benefit Period | 6 Months | |
| [R I0921 | [5-Year] Own Occupation Rider | | \${ [] } |
| R I0922 | Automatic Benefit Increase Rider | | \${ [] } |
| R I0923 | Catastrophic Disability Benefit Rider | | \${ [] } |
| | Catastrophic Disability Monthly Benefit | [] | |
| | Maximum Catastrophic Benefit Period | [] | |
| R I0924 | Guaranteed Insurability Rider | | \${ [] } |
| | Maximum Increase Amount | [] | |
| R I0925 | Non-Cancelable Rider | | \${ [] } |
| R I0926 | Residual Disability Benefit Rider | | \${ [] } |
| | Maximum Residual Benefit Period | [] | |
| | Elimination Period | [] consecutive days | |
| R I0927 | Retroactive Injury Benefit Rider | | \${ [] } |
| R I0928 | Return of Premium Benefit Rider | | \${ [] } |
| R I0929 | Supplemental Disability Income Rider | | \${ [] } |
| | Supplemental Disability Income Monthly Benefit | [] | |
| | Maximum Supplemental Benefit Period | [] | |
| I R0721 | Critical Illness Benefit Rider | | \${ [] } |
| | Benefit Amount | [] | |
| | Multi Life Discount | | -\${ [] } |
| Insured Person: [] | | Policy Number: [] | |
| Age: [] | | Issue Date: [] | |
| Gender: [] | | Initial Premium: \${ [] } | |
| Class: [] | | Premium Period: [] | |
| Premium Modes: | Annual: \${ [] } | Quarterly: \${ [] } | |
| | Semi-Annual: \${ [] } | Monthly: \${ [] } | |

DEFINITIONS

Any Gainful Occupation means an occupation, which fits You by education, training or experience and replaces or is expected to replace 60% or more of Your Prior Monthly Income.

Complication of Pregnancy means a condition when the pregnancy is not terminated, with diagnosis which is distinct from pregnancy, adversely affected by pregnancy or caused by pregnancy, and includes, but which is not limited to: acute nephritis, anemia of pregnancy, nephrosis, cardiac decompensation, incompetent cervix, missed abortion, placenta previa, puerperal infection and similar medical and surgical conditions of comparable severity. It also includes emergency Caesarean section delivery, ectopic pregnancy which is surgically terminated, spontaneous termination of pregnancy which occurs during a period of gestation when a viable birth is not possible, hyperemesis gravidarum (pernicious vomiting), pre-eclampsia and eclampsia. Complications of Pregnancy cease upon termination of the pregnancy.

Complication of Pregnancy does not include false labor, pre-term contractions of labor, advanced maternal age, occasional spotting, non-emergency Caesarean section delivery, postpartum depression, Physician prescribed rest during the period of pregnancy, morning sickness and similar conditions which, although associated with the management of a difficult pregnancy and back pain, are not medically classified as a distinct Complication of Pregnancy.

Concurrent Disabilities means disabilities caused by more than one Injury or Sickness, whether they are related or not.

Covered Accident means an unforeseen event or occurrence which directly, independently and exclusively results in an Injury and (a) occurs after this policy's Issue Date; (b) occurs while this policy is in force; and (c) is not caused by or a result of an activity or condition listed in the Exclusions section of this policy.

Elimination Period means the number of consecutive days You must be Totally Disabled before You are eligible to receive the benefits as shown on the Policy Schedule. We do not pay benefits during the Elimination Period.

Employed on a Full-Time Basis means working for pay at least 30 hours per week.

Immediate Family means Your spouse, father, mother, children or siblings.

Injury means bodily harm that is caused solely by or is the result of a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

Issue Date means the date this policy was issued as shown on the Policy Schedule.

Maximum Benefit Period means the maximum period of time any combination of Total Disability Monthly Benefits and Partial Disability Monthly Benefits, if any, are paid as shown on the Policy Schedule.

Benefits will not be paid past Your age [65] except:

- if the Total Disability starts after You are [63], the Maximum Benefit Period is two years; or
- if We renew this policy past Your age [65], the Maximum Benefit Period is one year.

Mental/Nervous Disorder means any disorder listed in the *Diagnostic and Statistical Manual of Mental Disorders (DSM)*, most current as of the date of disability, published by the American Psychiatric Association, excluding Alzheimer's disease, dementia, and organic brain damage caused by an accident or head trauma. If the DSM is discontinued or replaced, Mental/Nervous Disorder will include those disorders listed in the diagnostic manual then in use by the American Psychiatric Association as of the date of disability, excluding Alzheimer's disease, dementia and organic brain damage caused by an accident or head trauma.

Monthly Income means Your monthly gross income earned from Your occupation including salary, wages, bonuses, commissions, fees and other pay for personal services. If You are self-employed or own a business, Monthly Income means Your share of gross income earned by the business, plus any salary or draw from the business, minus Your share of normal and customary business expenses specified as deductible for tax purposes.

Own Occupation means the occupation in which You are engaged at the time Your disability begins. If You are unemployed one year or less from the time Your disability begins, Own Occupation will be the occupation in which You were engaged prior to becoming unemployed. If You have been unemployed for more than one year, Own Occupation will be an occupation which fits You by education, training or experience.

Partial Disability and **Partially Disabled** mean a degree of disability due to a Sickness or Injury which:

- starts while this policy is in force;
- requires a Physician's care unless Your Physician certifies You have reached the maximum point of recovery;
- for the first two years after the Elimination Period, keeps You from doing one or more, but not all, of the substantial and material duties of Your Own Occupation or results in the loss of 25% or more of the time spent by You in the usual daily performance of the duties of Your Own Occupation; and
- after Total Disability and any Partial Disability benefits have been paid for two years, keeps You from doing one or more, but not all, of the substantial and material duties of Any Gainful Occupation or results in the loss of 25% or more of the time spent by You in the usual daily performance of the duties of Any Gainful Occupation.

Physician means a doctor of medicine or osteopathy who is duly licensed by the state medical board. Such Physician cannot be a member of Your Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Practitioners other than those named above are not Physicians.

Pre-existing Condition means a Sickness or physical condition for which, during the two years before the Issue Date, You:

- had symptoms which would cause an ordinary prudent person to seek diagnosis, care or treatment; or
- received medical consultation, advice or treatment from a Physician or had taken prescribed medication.

Presumptively Disabled means Your permanent and irrevocable loss, because of Your Injury or Sickness, of one of the following:

- speech;
- hearing in both ears;
- sight in both eyes;
- use of both feet;
- use of both hands; or
- use of one hand and one foot.

Permanent and irrevocable loss of sight means both of Your eyes measure at or below 20/200 after reasonable effort has been made to correct Your vision using the most advanced medically acceptable procedures and devices available. Permanent and irrevocable loss of hearing means hearing in both ears cannot be restored by hearing aids. You will be considered Totally Disabled if You are Presumptively Disabled.

Prior Monthly Income means the greater of:

- Your average Monthly Income for the one year period immediately prior to Your disability; or
- Your average Monthly Income for the calendar year with the highest earnings of the last two calendar years prior to Your disability.

Recurrent Total Disability means a situation in which You become Totally Disabled, cease to be Totally Disabled, then become Totally Disabled again from the same or related Sickness or Injury. The latter Total Disability will be considered a Recurrent Total Disability.

Reinstatement Date means the date We have both approved Your reinstatement application and received any premiums due.

Sickness means an illness, disease or physical condition.

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

Total Disability and **Totally Disabled** mean a disability due to Sickness or Injury which:

- starts while this policy is in force;
- requires a Physician's care unless Your Physician certifies You have reached the maximum point of recovery;
- for the first two years after the Elimination Period, keeps You from doing all the substantial and material duties of Your Own Occupation; and
- after benefits have been paid for two years, keeps You from doing all the substantial and material duties of Any Gainful Occupation.

If You are able to perform one or more of the substantial and material duties of Your Own Occupation for the first two years after the Elimination Period, or of Any Gainful Occupation after benefits have been paid for two years, then You are not Totally Disabled.

We, Us and **Our** mean Assurity Life Insurance Company.

You and **Your** mean the insured person listed on the Policy Schedule.

PREMIUMS

Premium Payments. The first premium is due on the Issue Date. Premiums will include rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the renewal premiums as provided on Page 1.

The date renewal premiums are due is called the due date. Except as provided under the grace period, this policy will lapse if a renewal premium is not paid by the due date. All premiums are considered paid when they are received at Our administrative office.

Grace Period. Your premium must be paid on or before the due date or during the 31-day grace period that follows the due date. This policy stays in force during this time. The grace period does not apply if You request termination of this policy.

Reinstatement. If You do not pay Your premium by the end of the grace period, this policy will lapse (will not be in force). If You want this policy reinstated (to be in force again), You must apply for reinstatement within one year of the lapse in writing to Our administrative office. Your application for reinstatement requires Our approval. If Your application for reinstatement is approved, this policy may be reinstated with payment of any premium due. This policy will be reinstated on the Reinstatement Date. If We have not already acted to approve or decline Your application for reinstatement, this policy will be reinstated without approval 45 days after You apply for reinstatement.

The reinstated policy shall cover disabilities resulting from such Injury as may be sustained after the Reinstatement Date. The reinstated policy shall also cover disabilities due to such Sickness as may begin more than 10 days after the Reinstatement Date.

Refund of Unearned Premium. If this policy terminates due to death, We will refund, on a pro-rata basis, the portion of any premiums paid which were applied to periods following the date of Your death.

TOTAL DISABILITY BENEFIT

Monthly Benefit Payment. We will pay the Total Disability Monthly Benefit shown on the Policy Schedule if You are Totally Disabled and the Elimination Period has been satisfied. We will only pay Total Disability Monthly Benefits while You are Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. Total Disability Monthly Benefits will be paid for only one of two or more Concurrent Disabilities. A Total Disability from the same Sickness or Injury is subject to one Maximum Benefit Period.

A Recurrent Total Disability is considered a new Total Disability only if it is separated from the ending date of the prior Total Disability by a period of one year or more where You are continuously Employed on a Full-Time Basis and not receiving any disability monthly benefits under this policy or any riders. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period. Any other Recurrent Total Disability is considered a continuation of a prior Total Disability. A continuation of a prior Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period.

Total Disability for Part of a Month. If Your Total Disability is payable for a period less than a full month, We will pay one-thirtieth (1/30) of the Total Disability Monthly Benefit for each day of Total Disability.

PARTIAL DISABILITY BENEFIT

Monthly Benefit Payment. We will pay You the Partial Disability Monthly Benefit shown on the Policy Schedule if You are Partially Disabled and have resumed part-time employment immediately following a period where You received Total Disability Monthly Benefits. Partial Disability payments count toward the Maximum Benefit Period and shall not be paid for a period greater than six months. Partial Disability Monthly Benefits will be paid for only one of two or more Concurrent Disabilities.

Partial Disability for Part of a Month. If Your Partial Disability is payable for a period less than a full month, We will pay one-thirtieth (1/30) of the Partial Disability Monthly Benefit for each day of Partial Disability.

PRESUMPTIVE DISABILITY BENEFIT

We will pay You the Total Disability Monthly Benefit for the Maximum Benefit Period if You are Presumptively Disabled. Benefits will be paid regardless of Your ability to work and whether or not You are under the care of a Physician. The Elimination Period does not need to be satisfied for You to receive this benefit.

HOME MODIFICATION BENEFIT

If You are Totally Disabled and have been receiving Total Disability Monthly Benefits for six consecutive months, We will pay actual costs, up to a maximum of six times the Total Disability Monthly Benefit during Your lifetime towards modification of Your existing residence to accommodate Your disability. Modifications must improve Your access to or Your use of facilities in Your existing residence and begin while You are Totally Disabled.

SURVIVOR BENEFIT

If You die while You are receiving Total Disability Monthly Benefits and have been receiving Total Disability Monthly Benefits for at least the prior 12 consecutive months, We will pay the beneficiary a lump sum of six times the Total Disability Monthly Benefit.

Survivor Benefit Beneficiary. The beneficiary as designated on the application is either a primary or contingent beneficiary. The primary beneficiary's interest in any survivor benefit is superior to and exclusive of the contingent beneficiary's interest. Survivor benefits are payable to the contingent beneficiary only if no primary beneficiary survives You. If there is no surviving beneficiary named in the application or later endorsement, any survivor benefit will be paid to Your estate.

VOCATIONAL REHABILITATION BENEFIT

If You are Totally Disabled and have been receiving Total Disability Monthly Benefits for six consecutive months, We will consider paying the actual costs of a vocational rehabilitation program up to a maximum of six times the Total Disability Monthly Benefit during Your lifetime. The program must be pre-approved by Us and provide instruction or training at an accredited college, university or vocational school that contributes to Your return to work. Participation is voluntary and may be at Your request or as suggested by Us.

ORGAN DONOR BENEFIT

If you become disabled as the result of surgery for transplanting an organ or donating bone marrow from Your body to the body of another person, We will pay benefits under this policy and any attached riders on the same basis as any other Sickness. The Elimination Period must be satisfied and the donation must occur after this policy has been in force for six months or more from the Issue Date or Last Reinstatement Date for benefits to be paid.

WAIVER OF PREMIUM

We will begin to waive payment of Your renewal premiums on the first premium due date after You have been Totally Disabled for the Elimination Period or 90 days, whichever is shorter. Any premiums paid during this period which became due after Your Total Disability started will be refunded. Waiver of premium ends when You are no longer receiving disability monthly benefits under this policy or any rider. Premiums are not waived during a period of Partial Disability.

LIMITATIONS

Foreign Travel and Residency. We will pay up to a maximum of three disability monthly benefits for any disability sustained or continued outside the United States or Canada.

Mental/Nervous Disorders; Substance Abuse. We will pay up to a maximum of 24 disability monthly benefits during Your lifetime for disabilities due to Mental/Nervous Disorders and Substance Abuse.

Pre-existing Condition. If Your disability is within two years from the Issue Date and is due to a Pre-existing Condition, no benefits will be paid unless the condition was disclosed and not misrepresented on Your application and is not excluded by a policy amendment rider.

EXCLUSIONS

We will not pay benefits for conditions that are caused by or the result of You:

- being pregnant, experiencing childbirth or having an elective abortion (Complication of Pregnancy is deemed to be a Sickness);
- losing an occupational or professional license or certification;
- being exposed to war or any act of war, declared or undeclared;
- engaging in an illegal occupation;
- participating in or attempting to commit a felony;
- intentionally self-inflicting a Sickness or Injury;

- committing or attempting to commit suicide, while sane or insane;
- being incarcerated or is caused while incarcerated in a penal institution or government detention facility;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where the disability occurs) or under the influence of an illegal substance or a narcotic (except for narcotics used as prescribed to You by a Physician); or
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Reserves, except during the active duty training of less than 60 days.

MILITARY SERVICE

This policy may be suspended if You enter active military service. Active military service means actively serving in any armed forces of any country, or unit auxiliary thereto, including the National Guard or Reserve, except for active duty training of less than 60 days. Upon Your written request for policy suspension due to active military service, We will refund the unearned premium on a pro-rata basis and suspend this policy.

You can put this policy back in force without providing evidence of insurability upon termination of such service. To do this, We will need Your written request and payment of renewal premium within 90 days of Your termination of active military service. The renewal premium will be the same as if this policy had stayed in force. This policy will be considered unsuspending and back in force under the conditions of this provision on the date We are in receipt of both Your written request to do so and payment of renewal premium. Once unsuspending, this policy shall cover disabilities resulting from such Injuries as may be sustained after this policy is put back in force and disabilities due to such Sickness as may begin more than 10 days after this policy is put back in force.

TERMINATION

Coverage will terminate and no benefits will be payable under this policy or any attached riders on the earliest of the following:

- when any premium due for this policy is not paid before the end of the grace period;
- the date We receive Your written request at Our administrative office to terminate coverage unless Your request specifies a later date;
- upon Your death; or
- the policy anniversary following Your age [65] or, if You continue to be Employed on a Full-time Basis after age [65], the policy anniversary following the date You cease being Employed on a Full-Time Basis. However, in no case shall coverage extend past the policy anniversary following Your age 75.

CLAIMS PROCEDURE

Notice of Claim. Written notice of claim must be given to Us within 20 calendar days after the loss covered by this policy starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received at Our administrative office at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. It should include Your name and policy number as shown on the Policy Schedule.

Claim Forms. When We receive the notice of claim, We will send You forms for filing proof of loss. If these forms are not sent to You within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us a written statement of the cause, nature and extent of the loss within the time limit as provided under Proof of Loss.

Proof of Loss. Written proof of loss must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time of loss unless You were legally incapacitated. While You are receiving disability benefits, We may periodically require You to submit additional documentation of Your disability at Your expense.

Time of Payment of Claims. Benefits for any loss covered by this policy will be paid immediately after proper written proof of loss is received. We will pay the Monthly Benefit Amount at the end of the month for which it is due.

Time of Loss. Benefits will be paid only for a loss which occurs while this policy is in force. Termination of this policy will not affect any claim for disability, provided that:

- Your disability begins within 30 days after the date of the Sickness or Injury causing Your disability; and
- Your Sickness or Injury occurs while this policy is in force.

Payment of Claims. At the time of claim payment, any premium then due and unpaid may be deducted by Us from the claim payment. Benefits, other than the survivor benefit, will be paid to You or Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

GENERAL PROVISIONS

Application Statements. No statement will void this policy or any attached riders, or be used to defend a claim unless You made the statement in Your application. We can only use application statements if We attach a copy of Your application to this policy.

State law also requires Us to inform You that the statements You make in Your application are deemed representations and not warranties. Representations are statements that, to the best of Your knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered Your statements as warranties, We could cancel this policy for any inaccuracy – even an honest mistake. Therefore, We regard the statements made in Your application as representations, not as warranties.

Assignment. You can transfer, or assign, some or all of Your policy rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this policy, nor are We bound by any assignment until We receive a copy of the assignment at Our administrative office.

Change of Beneficiary. The beneficiary is named in the application or later endorsement. You may change the beneficiary by completing and signing a form provided by Us for changing a beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new beneficiary voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgement of the change of beneficiary, the change becomes effective on the date You signed Our form. We are not liable for payment made or action taken prior to Our written acknowledgement of the beneficiary change.

Conformity with State Statutes. The law of Your state of residence on the Issue Date applies. If this policy conflicts with Your state's laws on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

Entire Contract; Changes. The entire contract between You and Us includes:

- this policy, which is the contract of insurance;
- Your application and any attached papers; and
- any riders, endorsements or amendments attached to this policy.

No change in this policy will be effective until approved by one of Our officers and unless such approval be endorsed on and attached to this policy. No sales representative has authority to change this policy or to waive any of its provisions.

Legal Action. You cannot bring a legal action to recover benefits under this policy for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

Misstatement of Age and/or Gender. If Your age and/or gender has been misstated, an adjustment in premiums, coverage, or both, will be made based on Your correct age and/or gender. If, according to Your correct age, the coverage provided by this policy would not have become effective, or would have ceased, Our only liability during the period in which You were not eligible for coverage, shall be limited to the refund, upon written request to Our administrative office, of premiums paid for such period.

Misstatement of Income. If Your Monthly Income was overstated at the time of policy application, an adjustment in both coverage and premiums may be made. If, according to Your correct income, the coverage provided by this policy would not have become effective, Our liability shall be limited to the refund, upon written request to Our administrative office, of premiums paid.

Periods of Time. All periods of time shown in this policy begin and end at 12:01 a.m. in the standard time zone of Your permanent residence.

Physical Examination and Autopsy. We have the right to have You examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

Time of Coverage. Coverage starts on this policy's Issue Date at 12:01 a.m., in the standard time zone of Your permanent residence. It ends at 12:01 a.m. of the same standard time zone on the renewal date, subject to the grace period. This policy may be renewed only as stated in the Renewal section. Each time this policy is renewed, the new term begins when the old term ends.

Time Limit on Certain Defenses. After two years from the Issue Date of this policy, excluding any time You were Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your application to void coverage or deny a claim for loss that happens after the two-year period.

After two years from Your last Reinstatement Date, excluding any time You were Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in Your reinstatement application to void coverage or deny a claim for loss that happens after the two-year period.

No claim for loss incurred or disability commencing after two years from the Issue Date of this policy, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

DISABILITY INCOME POLICY

**Guaranteed Renewable to Age [65] • Qualified Right to Renew to Age 75
Company may change premium rates**

READ YOUR POLICY CAREFULLY