



**General**

In this Benefit Rider, Banner Life Insurance Company will be referred to as “we”, “our” or “us” or “company”. The “policy” is the policy to which this rider is attached. Coverage pursuant to this rider begins on the same day as the coverage for the policy. The premium for this rider is stated in the Policy Schedule. This rider is subject to all terms and conditions of the policy, except as provided in this rider. The rider is made part of the policy on the policy issue date. For purposes of this rider, the insured is as defined in the policy. Age 60 and age 65, whenever used in this rider, means the benefit anniversary nearest the insured’s sixtieth and sixty-fifth birthdays, respectively.

**Benefit**

Subject to the terms of this rider, we will waive the payment of all premiums falling due:

1. after the insured becomes totally disabled;
2. while total disability continues; and
3. such total disability has been continuous without interruption for 6 consecutive months.

Premiums will be waived subject to the following terms and conditions:

1. If total disability occurs before the benefit anniversary on which the insured attains age 60, we will waive all premiums due for the insured under the policy for the period that the insured continues to be totally disabled. If such period extends to the benefit anniversary on which the insured attains age 65, we shall waive all further premiums due for the insured under the policy.
2. If the insured’s total disability begins after the benefit anniversary on which the insured attains age 60 we will waive all premiums due for the insured under the policy for the period that the insured continues to be totally disabled, but only up to the benefit anniversary on which the insured attains age 65.

Total disability means:

1. During the first 24 months of total disability, the insured is unable to perform the substantial and material duties of his/her regular occupation due to sickness or accidental bodily injury; and
2. After the first 24 months of total disability, the insured, due to sickness or accidental bodily injury, is unable to perform any of the substantial and material duties of his/her job or any other job for which he/she becomes reasonably suited by education, training or experience.

However, the insured will be considered totally disabled if engaged in any employment or occupation if he/she suffers from:

1. the total and permanent loss of sight of both eyes; or
2. the total and permanent loss of the use of
  - a) both hands; or
  - b) both feet; or
  - c) one hand and one foot.

Total disability of the insured requires:

1. that the insured be under the regular care of a duly licensed physician other than the insured;
2. that total disability be caused by accidental bodily injury occurring, or disease first manifesting itself, after the effective date of this rider; and
3. that total disability shall begin while this rider and the policy are in effect. This rider is not in effect if any premium for the policy or this benefit is not paid before the end of the grace period.

**Additional requirements and provisions:**

1. Until we approve the claim, payment of premiums when due is required to avoid a lapse of insurance benefit before we approve the claim for the waiver benefit.



2. If total disability begins during a grace period, payment of overdue premium is required to avoid a lapse of insurance before the company approves the claim for the waiver benefit.
3. If we approve the claim for the waiver benefit, we shall refund the premiums paid after the first of the benefit month on or following the date the insured's total disability began.
4. Any premiums waived by us will not be deducted from the policy proceeds.
5. If the waiver benefit is in effect, all benefits included under the policy, excluding optional benefits that are issued as attachments to the policy shall continue in force.

### Exclusions

Benefits will not be provided for the following:

1. Total disability caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
2. Total disability caused or contributed to by "war" or "act of war":
  - (a) while the insured is in the military service or in any auxiliary or non-combatant unit serving with the military of a country at war, declared or undeclared; or
  - (b) that takes place while the insured is outside of the United States or Canada and if that disability begins within 5 years from the effective date of this rider;
3. Total disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
4. Total disability caused or contributed to by committing or attempting to commit a felony;
5. Total disability caused or materially contributed to by voluntary intake or use by any means of:
  - (a) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
  - (b) Poison, gas or fumes, unless a direct result of an occupational accident;
6. Total disability caused or contributed to by intoxication as defined by the jurisdiction where the total disability occurred;
7. Total disability caused or materially contributed to by participation in an illegal occupation or activity; and/or

8. Total disability caused or contributed to by any condition disclosed in the application and explicitly excluded in an amendment or supplement attached to the policy.

We will not waive any premiums for any total disability occurring after the benefit anniversary on which the insured attains age 65.

### Notice of Claim

Before we will approve a claim, we require that written notice of a claim and due proof of total disability must be given to us at our Home Office:

1. during the lifetime and continued disability of the insured; and
2. within 12 months after the beginning of total disability.

We will not approve a claim until we have proof that the disability has been continuous for at least six months.

Failure to give notice and proof within 12 months will not invalidate a claim if it is shown that the notice and proof were given as soon as was reasonably possible; however, except in the absence of legal capacity, no premium due more than 12 months prior to proof of claim will be waived.

Prior to the approval of any claim for this benefit and while total disability continues, we may require that the insured be examined by a physician we choose at our expense.

### Proof of Continuance of Total Disability

After approval of a claim for this benefit, we may require proof of the continuance of total disability once every 6 months. We will not require proof more often than once in any twelve month period after total disability has continued for 24 months. If proof is not furnished on request or if the insured fails to submit to a medical examination that we request and at our expense, the premium falling due thereafter will not be waived.

### Notice of Recovery

If the insured ceases to be totally disabled as defined in this rider, we will cease waiving

premiums for this policy effective not more than 31 days following receipt of notice. The owner agrees to give us immediate notice of any such recovery. Failure to give such notice within 31 days of recovery will result in termination of this benefit.

**Nonforfeiture Value**

This rider does not have cash value or loan values.

**Recurrence of Prior Disability**

If following recovery from a total disability, which has continued for at least six consecutive months, the insured suffers another total disability which:

1. begins within thirty days of recovery; and
2. is due to the same or related causes as the prior total disability;

then, the total disability shall be considered to have continued during the period between recovery and recurrence of total disability.

**Termination of Rider**

This rider terminates:

1. upon the benefit anniversary on which the insured attains age 65;
2. upon the date the policy lapses or is continued as extended term, or paid up insurance under the nonforfeiture provisions;
3. upon termination of the policy to which the rider is attached; or
4. upon written request from the owner;

Any claim may be made retroactively for a total disability occurring prior to termination, if the rider and the Policy to which it is attached were in effect at the time of total disability. Any such claim is subject to the Notice of Claim requirements and the Proof of Continuance of Total Disability requirements stated in this rider.

**Incontestability**

We will not contest this rider after it has been in force during the lifetime of the insured for two years from the issue date of the rider or the effective date of reinstatement, excluding any period when the insured is totally disabled, except for fraud in the procurement of the form, when permitted by applicable law in the state where the policy is delivered or issued for delivery.

*Bryan R. Newcombe*  
Secretary

*Andrew Dhore*  
Senior Vice President,  
Chief Financial Officer & Treasurer

