



This is a legal contract between You and Us. It is issued in return for the approved Application and Initial Premium. We agree to pay the benefits described in this policy, subject to its provisions, exclusions and limitations.

**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. If We change premium rates, We can only do it after approval or acknowledgement by the Interstate Insurance Product Regulation Commission for all insured persons in Your class. You will be given 31 days' notice by mail prior to any premium change. If You are age 65 or over, You can renew this policy on each policy anniversary to age 75 if You are then Employed on a Full-Time Basis and not receiving benefits for Your disability under this policy or attached riders. After age 65, the Maximum Benefit Period is limited to one year, and Your premium will change on each policy anniversary.

**RIGHT TO EXAMINE**

You may cancel this policy within 30 days of receiving it by returning this policy to Our administrative office or to any of Our authorized agents. As soon as this policy is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive this policy.

**RIGHT TO CANCEL**

You may cancel this policy at any time after the 30-day Right to Examine period by delivering or mailing a written request to Our administrative office. You may specify the date on which You want cancellation to be effective. However, cancellation will only be effective on the date You specify if We receive Your written request before that date. If We do not receive Your written request prior to the date You specify for cancellation, cancellation will be effective on the date We receive Your written request. Upon cancellation, We will promptly return the unearned portion of any premium paid.

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

*Susan A. Kessler-Muero*  
 President

*Bill J. Sieder*  
 Secretary

Nebraska insurance department telephone no. (877) 564-7323

**DISABILITY INCOME POLICY**

**Guaranteed Renewable to Age 65 • Qualified Right to Renew to Age 75**

**Non-participating Policy  
 Company may change premium rates.**

**Pre-existing Condition Limitations or Exclusions and other  
 Limitations or Exclusions may apply. Please read Your policy carefully.**

Representative: ASSURITY LIFE INSURANCE COMPANY  
 Address: PO BOX 82533  
 LINCOLN, NE 68501-2533  
 Telephone: 800-869-0355

**TABLE OF CONTENTS**

RENEWAL .....	1
RIGHT TO EXAMINE .....	1
RIGHT TO CANCEL .....	1
SCHEDULE .....	3
DEFINITIONS .....	4
PREMIUMS .....	6
Premium Payments .....	6
Grace Period .....	7
Reinstatement .....	7
Refund of Unearned Premium .....	7
Unpaid Premiums .....	7
BENEFITS .....	7
Total Disability Weekly Benefit .....	7
Total Disability for Part of a Week .....	8
Partial Disability Weekly Benefit .....	8
Partial Disability for Part of a Week .....	8
Presumptive Disability .....	8
Organ Donor Benefit .....	8
WAIVER OF PREMIUM .....	8
LIMITATIONS .....	8
Foreign Residency .....	8
Mental and/or Nervous Disorder .....	8
Substance Abuse .....	8
Pre-existing Conditions .....	8
EXCLUSIONS .....	9
MILITARY SERVICE .....	9
TERMINATION .....	9
CLAIM PROCEDURES .....	10
Notice of Claim .....	10
Claim Forms .....	10
Proof of Loss .....	10
Additional Proof of Loss .....	10
Timely Payment of Claim .....	10
Time of Loss .....	10
Payment of Claim .....	10
Overpayment Reimbursement .....	10
Claim Review .....	10
Appeal .....	10
GENERAL PROVISIONS .....	10
Application Statements .....	10
Assignment .....	11
Naming or Changing a Beneficiary .....	11
Conformity with Standards .....	11
Duty of Cooperation .....	11
Eligibility .....	11
Entire Contract; Changes .....	11
Legal Action .....	11
Misstatement of Age and/or Gender .....	11
Misstatement of Income .....	11
Misstatement of Tobacco Use .....	11
Physical Examination and Autopsy .....	12
Time of Coverage .....	12
Time Limit for Certain Defenses .....	12

SCHEDULE

FORM NO.	FORM NAME	BENEFIT	INITIAL ANNUAL PREMIUM
----------	-----------	---------	------------------------

ICC20 I H2016	Disability Income		
---------------	-------------------	--	--

Total Disability Weekly Benefit:  
 Maximum Benefit Period:  
 Elimination Period:  
 Disability caused by Injury:  
 Disability caused by Sickness:

Partial Disability Weekly Benefit:  
 Maximum Partial Disability Benefit Period:

ICC20 R I2025	Catastrophic Disability Rider		
---------------	-------------------------------	--	--

Catastrophic Disability Weekly Benefit:  
 Maximum Catastrophic Benefit Period:

ICC20 R I2019	Family Care Rider		
---------------	-------------------	--	--

Family Care Weekly Benefit:  
 Elimination Period:

ICC20 R I2020	Guaranteed Insurability Rider		
---------------	-------------------------------	--	--

Maximum Increase Amount:

ICC20 R I2021	5-Year Own Occupation Rider		
---------------	-----------------------------	--	--

ICC20 R I2022	Retroactive Injury Rider		
---------------	--------------------------	--	--

ICC20 R I2023	Return of Premium Rider		
---------------	-------------------------	--	--

ICC20 R I2024	Stay-at-Home Spouse Disability Income Rider		
---------------	---	--	--

Total Disability Weekly Benefit:  
 Maximum Benefit Period:  
 Elimination Period:  
 Disability caused by Injury:  
 Disability caused by Sickness:

Insured Person:  
 Issue Age:  
 Gender:  
 Class:

Policy Number.:  
 Issue Date:  
 Initial Premium:  
 Premium Mode:  
 Annual Policy Fee:

## DEFINITIONS

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

**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 Annual Income.

**Application** means the documents signed by the Insured Person(s) in order to obtain this policy or attached riders, to obtain reinstatement of this policy or attached riders, or to change this policy or attached riders.

**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 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), preeclampsia 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 delivery, postpartum depression, Physician prescribed rest during the period of pregnancy, morning sickness, back pain and similar conditions which, although associated with the management of a difficult pregnancy, are not medically classified as a distinct Complication of Pregnancy.

**Concurrent Disabilities** means disabilities occurring at the same time caused by more than one Sickness or Injury, 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 on or 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.

**Due Date** means the date renewal premiums are due.

**Elimination Period** means the number of consecutive days the Insured Person must be Totally Disabled before being eligible for benefits as shown on the Schedule or rider Schedule. We do not pay benefits during the Elimination Period.

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

**Grace Period** means the 31-day period after a Due Date in which premiums can still be paid and are considered to have been paid on the Due Date.

**Immediate Family** means the Spouse, father, mother, children or siblings of the Insured Person.

**Injury(ies)** 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 are considered to be a single Injury. Disability must begin within 30 days of the Injury, otherwise it will be considered to be caused by a Sickness.

**Insured Person(s)** means the person(s) insured for the benefits of this policy or any attached riders, as listed on the Schedule, rider Schedule or as later amended.

**Issue Date** means the date the Insured Person first becomes insured for the benefits of this policy or any attached riders as listed on the Schedule, rider Schedule or as later amended.

**Maximum Benefit Period** means the maximum period of time any combination of Total Disability Weekly Benefits and Partial Disability Weekly Benefits, if any, are paid as shown on the Schedule. For a Maximum Benefit Period stated in years, a maximum of 52 weekly benefits will be paid each benefit year.

Benefits will not be paid past the policy anniversary following Your age 65, except:

- if the Total Disability starts after You are 64, the Maximum Benefit Period is one year; or
- if We renew this policy past Your age 65, the Maximum Benefit Period is one year.

**Mental and/or 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 (APA), excluding Alzheimer's disease, dementia and organic brain damage caused by an accident or head trauma. If the DSM is discontinued or replaced, Mental and/or Nervous Disorders will include those disorders listed in the diagnostic manual then in use by the APA as of the date of the disability, excluding Alzheimer's disease, dementia and organic brain damage caused by an accident or head trauma. If the APA no longer publishes a diagnostic manual or ceases to exist, we may substitute a comparable diagnostic manual subject to approval by the Interstate Insurance Product Regulation Commission before use.

**Monthiversary** means the month and day of the Issue Date in succeeding calendar months. If there is no day in a calendar month that coincides with the Issue Date, the Monthiversary will be the first day of the following month.

**Own Occupation** means the occupation(s) 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. If You have retired prior to becoming disabled, are receiving retirement benefits and are not engaged in any other occupation, Own Occupation will be the normal daily activities performed by You at the time You become disabled.

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

- starts while this policy is in force;
- requires 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.

If the time spent by You in the usual daily performance of the duties of Your Own Occupation or Any Gainful Occupation, is less than 25% and all other policy provisions are met, Total Disability benefits apply.

**Physician** means a doctor of medicine, psychology or osteopathy who is legally licensed within the United States by the state medical board, or a health care practitioner who is legally licensed within the United States and is acting within the scope of his or her license, to treat a Sickness or Injury causing disability. Such Physician cannot be the Insured Person, a member of the Insured Person's Immediate Family or a business associate.

**Physician's Care** means the regular and personal care of a Physician, which under prevailing medical standards, is appropriate for the condition causing the disability.

**Pre-existing Condition** means a Sickness or physical condition for which the Insured Person had symptoms which would cause an ordinary prudent person to seek diagnosis, care or treatment, received medical consultation, advice or treatment from a Physician or had taken prescribed medication within a one year period preceding the Issue Date of coverage. Pre-existing Condition does not include a condition that was disclosed on the Insured Person's Application and not excluded from coverage by name or specific description as of the date of loss.

**Presumptively Disabled** means the Insured Person's permanent and irrevocable loss due to Sickness or Injury 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 eyes measure at or below 20/200 after reasonable effort has been made to correct the Insured Person's 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. The Insured Person will be considered Totally Disabled if Presumptively Disabled.

**Prior Annual Income** means the greater of:

- Your Annual Income for the one-year period immediately prior to Your disability; or
- Your Annual 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 the Insured Person becomes Totally Disabled, ceases to be Totally Disabled, then becomes 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 nearest Monthiversary We have both approved the Application for reinstatement and received any premiums due.

**Sickness** means an illness, disease or pregnancy, including Complications of Pregnancy, that is diagnosed or treated on or after the Issue Date of this policy and while this policy is in force. We will accept a Physician's diagnosis of Complications of Pregnancy.

**Social Insurance Benefits** means the following:

- **Social Security Disability Benefit** - Any primary or family disability benefits You are eligible for under the U.S. Social Security Act.
- **Workers' Compensation** - Any benefits You are eligible for under any Workers' Compensation Act or Occupational Disease Law. Included are all state and U.S. territory laws.
- **Government Retirement and Disability Fund Benefit** - Any disability benefits You are eligible for (including dependent benefits) under any Federal, State, County, City or other governmental subdivision retirement and/or disability fund including, but not limited to, Veteran's Administration benefits.
- **Railroad Retirement Disability Income** - Any primary or family disability benefits You are eligible for under the Railroad Retirement Act.

**Spouse** means Your lawful Spouse or any other person required to be covered as Your Spouse under the civil union, domestic partnership, marriage or other family or domestic relations law, including case law of the state where this policy is delivered or issued for delivery, and if also an Insured Person, was named on the Application as the Spouse, or who was added at a later date. No more than one Spouse may be insured at any given time.

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

**Substantial and Material Duties** means the important tasks, functions and operations generally required for an occupation that cannot be reasonably omitted or modified.

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

- starts while this policy is in force;
- requires 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 the Substantial and Material Duties of Your Own Occupation; and
- after benefits have been paid for two years, keeps You from doing the Substantial and Material Duties of Any Gainful Occupation.

If Your Substantial and Material Duties normally require that You be licensed with a federal, state or industry regulatory body, the suspension, revocation or surrender of an occupational or professional license or certificate does not alone constitute a Total Disability.

**We, Us and Our** means Assurity Life Insurance Company, a stock company.

**You and Your** means the person insured for the benefits of this policy as listed on the 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 in the Renewal section.

Renewal premiums are due on the Due Date. This policy will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium not paid on or before its Due Date may be paid during the Grace Period. This policy will remain in effect if the premium is paid during the Grace Period. If the premium due is not paid by the end of the Grace Period, this policy will lapse (will not be in force) for non-payment of premium.

We will provide written notice that this policy will lapse (will not be in force) for non-payment of premium at least 31 days before such termination would occur. Notice will be to Your last known address and the last known address of any assignee of record. Notice will include the amount of premium necessary to keep this policy in force and the date by which such premium must be received.

**Reinstatement.** If premium is not paid by the end of the Grace Period, this policy will lapse (will not be in force). If any renewal premium is not paid by the end of the Grace Period, any subsequent premium payment accepted by Our administrative office or any of Our authorized agents without requiring a reinstatement Application will reinstate this policy as though a lapse had not occurred.

If We or Our authorized agent requires an Application for this policy to be reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this policy lapsing. The Application for reinstatement requires Our approval. If We have not acted to approve the Application, this policy will be reinstated on the 45th day following the date of the conditional receipt or interim insurance agreement unless We have notified You of Our disapproval of the Application prior to the expiration of the 45-day time limit. If the 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.

The reinstated policy will cover disabilities resulting from an Injury sustained on or after the Reinstatement Date. The reinstated policy will also cover disabilities due to Sickness beginning on or after the Reinstatement Date.

This policy cannot be reinstated if a surrender is requested under the Right to Examine or Right to Cancel section.

We can add new policy amendment riders to the Reinstated policy. The reinstated policy is subject to a new Pre-existing Condition period starting on the Reinstatement Date.

**Refund of Unearned Premium.** If this policy terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of Your death to the beneficiary. If no beneficiary has been named or is living, benefits will be paid to 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.

**Unpaid Premiums.** When a claim is paid, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

## BENEFITS

**Total Disability Weekly Benefit.** We will pay the Total Disability Weekly Benefit on the Schedule if You are Totally Disabled and the Elimination Period has been satisfied. We will pay Total Disability Weekly Benefits while You are Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. Total Disability Weekly Benefits will be paid for only one of two or more Concurrent Disabilities. We will not pay for both Sickness and Injury for the same period of Total Disability.

Payment of the Total Disability Weekly Benefit is subject to the following conditions:

- You apply for any Social Insurance Benefits for which You are eligible in a timely manner;
- You provide Us with written proof that You have applied for Social Insurance Benefits along with the amount that You qualify to receive;
- You provide Us with written permission to obtain information on Your application, reapplication or appeal for Social Insurance Benefits;
- You actively pursue all appeal procedures available in a timely manner if denied Social Insurance Benefits;
- You reapply for Social Insurance Benefits at Our request, if there is a change in circumstances or in the law; and
- You provide Us with proof of any award or payment of Social Insurance Benefits as soon as they are received and notify Us of any change in benefit eligibility or payment status in a timely manner.

If You receive Social Insurance Benefits, We will reduce the Total Disability Weekly Benefit, up to 75%, by the amount of the Social Insurance Benefits You receive. The reduction in Total Disability Weekly Benefit will be calculated by multiplying

the amount of monthly Social Insurance Benefits You receive by 12, then dividing by 52. In no event will the reduction result in a Total Disability Weekly Benefit of less than \$75. Any cost of living increase in Social Insurance Benefits received will not reduce the Total Disability Weekly Benefit further.

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 180 days or more where You are continuously Employed on a Full-Time Basis and not receiving any disability weekly 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 Week.** If Total Disability is payable for a period less than a full week, We will pay one-seventh (1/7) of the Total Disability Weekly Benefit for each day of Total Disability.

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

**Partial Disability for Part of a Week.** If Partial Disability is payable for a period less than a full week, We will pay one-seventh (1/7) of the Partial Disability Weekly Benefit for each day of Partial Disability.

**Presumptive Disability.** We will pay the Total Disability Weekly 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 a Physician's Care. The Elimination Period does not need to be satisfied for You to receive this benefit.

**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.

#### 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 30 consecutive days, whichever is longer. 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 Total Disability Weekly Benefits. Premiums are not waived during a period of Partial Disability. If You are no longer Totally Disabled, or after the end of the Maximum Benefit Period, whichever is earlier, You must resume payment of premiums by paying the pro-rata portion of any premium until the next premium Due Date to keep this policy in force.

#### LIMITATIONS

**Foreign Residency.** We will pay up to a maximum of 52 disability weekly benefits for any disability sustained while the Insured Person is residing outside the United States, its territories or possessions, or Canada. If the Insured Person returns to the United States, its territories or possessions, or Canada, You may resubmit a notice of claim for the benefits under this policy or attached riders.

**Mental and/or Nervous Disorder.** We will pay up to a maximum of 104 disability weekly benefits during the Insured Person's lifetime for any disability due to Mental and/or Nervous Disorders, subject to the applicable law in the state where this policy was delivered or issued for delivery.

**Substance Abuse.** We will pay up to a maximum of 104 disability weekly benefits during the Insured Person's lifetime for any disability due to Substance Abuse, subject to the applicable law in the state where this policy was delivered or issued for delivery.

**Pre-existing Conditions.** If the Insured Person's disability is within two years from the Issue Date or the most recent Reinstatement Date and is due to a Pre-existing Condition, no benefits will be paid, unless the condition was fully and accurately disclosed on the Insured Person's 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:

- being pregnant or having an elective abortion (Complication of Pregnancy is deemed to be a Sickness);
- war or any act of war, declared or undeclared;
- actively serving in any of the armed forces or units auxiliary thereto, including the National Guard or Reserve, except during the active duty training of less than 60 days;
- committing or attempting to commit a felony;
- being legally incarcerated in a penal or correctional institution for more than seven days or during a period of legal detainment of more than seven days where the period of legal incarceration or legal detainment results in the Insured Person's inability to meet any work requirements in the definition of Total Disability;
- participating in a riot, insurrection or rebellion;
- intentionally self-inflicting an injury or attempting to commit suicide, while sane or insane;
- engaging in an illegal occupation;
- being under the influence of an illegal substance, excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, unless administered on the advice and as directed by a Physician, subject to the applicable law in the state where this policy was delivered or issued for delivery;
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the state where this policy was delivered or issued for delivery); or
- having cosmetic surgery, except for reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly resulting in a functional defect.

## MILITARY SERVICE

You may suspend this policy if You enter active military service. There will be no coverage during the period of suspension, and no premium payments will be due during this time. Active military service means actively serving in any armed forces of any country, or units auxiliary thereto, including the National Guard or Reserve, except for active duty training of less than 60 days. We will suspend Your coverage under this policy from the earlier of, (a) the date of receipt of Your written request or (b) the date military service begins (or a later date if requested by You). Upon Your written request to suspend this policy due to active military service, including information proving that You are eligible, We will refund the unearned premium.

In calculating the expiration of an Elimination Period for a condition that did not arise during a period of active duty, the entire Elimination Period shall equal the Elimination Period that would have applied before coverage suspension took effect and time elapsed before and after the period of suspension shall be used to determine satisfaction of the entire Elimination Period.

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. The coverage under this policy will resume as of the date of termination of active duty and once We are in receipt of both Your written request to unsuspend this policy and payment of renewal premium. Once unsuspended, this policy shall cover disabilities resulting from Sickness or Injuries 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 or postmarked in the United States, before the end of the Grace Period;
- the date We receive Your written request at Our administrative office to terminate this policy, unless the notice specifies a later date;
- upon Your death;
- the policy anniversary following Your age 65, or if You are receiving benefits at that time, the date We stop providing benefits following Your age 65; 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.

## CLAIM PROCEDURES

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this policy occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533 or to any of Our authorized agents. The notice should include Your name and Policy Number as shown on the policy Schedule. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to You, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive the notice of claim, We will send You the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed You met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. 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 such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless the Insured Person is legally incapacitated. Written proof of loss includes all information We reasonably request, and may include, the date disability began and the cause and prognosis of the disability. Proof may include the Insured Person's pre-disability income, including tax returns and supporting income information, and any proof that they are receiving Physician's Care. All medical records, including diagnostic exams, lab results and treatment notes/summaries, and pharmacy records where the Insured Person fills prescriptions may also be included. While the Insured Person is receiving disability benefits, We may periodically require the Insured Person to submit additional documentation of the disability at their expense. Failure to provide such proof of continued disability will result in denial of the claim.

**Additional Proof of Loss.** To assist Us in determining if the Insured Person is or remains disabled, We have the right, at Our expense, to require the Insured Person to provide an interview to Our representative(s) and undergo examination by a Physician, vocational expert, or other medical or vocational professional that We select. Any such additional proof of loss must be satisfactory to Us. Failure to attend such examination or interview will result in denial of the claim.

**Timely Payment of Claim.** Benefits for any loss covered by this policy will be paid immediately after We receive written proof satisfactory to Us and all other provisions herein are met. We will pay the Total Disability Weekly Benefit or Partial Disability Weekly Benefit at the end of the week for which it is due. If a claim is paid more than 30 days after We receive satisfactory proof of loss, as described in this policy, the delayed payment will be subject to simple interest at the rate of 10% per year beginning with the 31st day after receipt of satisfactory proof of loss and ending on the day the claim is paid.

**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 the Total Disability begins prior to termination of this policy.

**Payment of Claim.** All benefits will be paid to You, if living, or to the beneficiary. If no beneficiary has been named or is living, benefits will be paid to 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.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, for any reason, in processing a claim. We can only do so no later than one year after the date of the error and will notify You within 15 days after We discover the error. Such notice will clearly state the nature of the error and the amount of the overpayment. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon within 15 days of Our decision. You have the right to ask Us to review the claim on appeal and the right to submit written comments, documents, records and other information to Us relating to the claim for benefits. Upon request and free of charge, You have the right to review copies of all documents, records and other information relevant to Your claim for benefits.

**Appeal.** Prior to filing any lawsuit against Us, You, Your estate or the beneficiary if You are deceased, must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal, the reasons for Our decision and refer You to the relevant provisions of this policy. We will advise You of Your further appeal rights, if any.

## GENERAL PROVISIONS

**Application Statements.** No statement will void this policy or any attached riders, or be used to deny a claim, unless the Insured Person made the statement in the Application.

In the absence of fraud, statements made in the Application are deemed representations and not warranties. Representations are statements that, to the best of the Insured Person's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the statements as warranties, We could cancel this policy for any inaccuracy – even an honest mistake.

**Assignment.** You can transfer, or assign, some or all of this policy's 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 an assignment until We receive a copy of the assignment at Our administrative office.

When We furnish written acknowledgement of the assignment, the assignment becomes effective on the date You signed Our form unless a later date is specified. We are not liable for payments made or action taken prior to Our written acknowledgement of the assignment.

**Naming or Changing a Beneficiary.** You may name or change the beneficiary by completing and signing a form provided by Us and returning the form to Our administrative office for Our written acknowledgement. The beneficiary may only be changed while the Insured Person is alive. Unless You designate an irrevocable beneficiary, the right to change the beneficiary is reserved to You and the consent of the beneficiary shall not be required to terminate or assign this policy, change the beneficiary or make any other changes in this policy.

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

When We furnish You written acknowledgment 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 acknowledgment of the beneficiary request or change of beneficiary.

**Conformity with Standards.** This policy is approved under the authority of the Interstate Insurance Product Regulation Commission (Commission) and issued under Commission standards. Any provision of this policy that, on the provision's effective date, is in conflict with Commission standards for this product type is hereby amended to conform to the Commission standards for this product type as of the provision's effective date.

**Duty of Cooperation.** The Insured Person, Your estate and any beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Eligibility.** After this policy's Issue Date, the condition of eligibility is the timely payment of premiums. An additional eligibility condition applies after age 65 requiring Employment on a Full-Time Basis.

**Entire Contract; Changes.** The entire contract consists of this policy, which includes the Application and any riders, endorsements, amendments or any other papers We have attached. No change in this policy will be effective until approved by one of Our officers and unless such approval is endorsed 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 or attached riders 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 the Insured Person's age and/or gender has been misstated, an adjustment in premiums, coverage or both, will be made based on the Insured Person's correct age and/or gender. If, according to their 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 the Insured Person was not eligible for coverage shall be limited to the refund of premiums.

**Misstatement of Income.** Within two years of the Issue Date, excluding any time You are Totally Disabled, if Your Annual Income has been misstated, an adjustment in premiums, coverage or both, will be made based on Your correct income at the time of Application. No misstatement of income will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force. If, according to Your correct income, the coverage provided would not have become effective, Our only liability shall be limited to the refund of premiums paid.

**Misstatement of Tobacco Use.** If, during the first two years of this policy, the tobacco status of the Insured Person has been misstated, We will revise this policy and any applicable riders' benefit amounts to the amount the premium paid would have purchased using the correct tobacco status on the Issue Date.

**Physical Examination and Autopsy.** We have the right to have the Insured Person examined, when and as often as is reasonable, while a claim is pending, active or during any appeal 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. Failure to attend such examination will result in denial of the claim.

**Time of Coverage.** Coverage starts on the Issue Date at 12:01 a.m. in the time zone of Your permanent residence. It ends at 12:01 a.m. of the same 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 for Certain Defenses.** After two years from the Issue Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the Application to void coverage or deny a claim for loss incurred or disability commencing after the two-year period.

After two years from the Insured Person's last Reinstatement Date, excluding any time the Insured Person was Totally Disabled, We cannot use misstatements, except fraudulent misstatements, in the reinstatement Application to void coverage or deny a claim for loss incurred or disability commencing after the two-year period.

No claim for loss incurred, or disability commencing after two years from the Issue Date, shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description existing 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**

**Non-participating Policy**  
**Company may change premium rates.**

**Pre-existing Condition Limitations or Exclusions and other**  
**Limitations or Exclusions may apply. Please read Your policy carefully.**

sample