

**United of Omaha Life Insurance Company**  
**TOTAL DISABILITY INCOME RIDER**

*This Rider is part of the policy to which it is attached. It is subject to all of the policy provisions that are not inconsistent with the Rider provisions. If the provisions of the Rider and those of the policy do not agree, the provisions of the Rider apply.*

**DEFINITIONS**

**Benefit Period** means the lifetime maximum number of months that the Net Monthly Income Benefit is payable. The Benefit Period begins on the first day after the end of the Elimination Period.

**Complications of Pregnancy** means:

- (a) conditions, when the pregnancy is not terminated, whose diagnoses are distinct from pregnancy, which are adversely affected by pregnancy or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity; and
- (b) cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia and toxemia.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest cure during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a distinct medically-classified complication of pregnancy.

**Elimination Period** means 90 continuous days of Total Disability that must pass before the Net Monthly Income Benefit becomes payable. The Elimination Period begins on the date of first Regular Medical Care during Total Disability. A new Elimination Period will apply for any subsequent Total Disability from causes completely unrelated to a previous Total Disability.

**Injury** means bodily harm which:

- (a) is the direct result of an accident or trauma that occurs while the policy and this Rider are in force; and
- (b) is not related to Sickness or any other cause.

**Insured** means the person named as Insured on the data pages of the policy.

**Net Monthly Income Benefit** means the amount we will pay each month for Total Disability under this Rider, after the Elimination Period is satisfied. The Net Monthly Income Benefit equals the monthly income benefit shown on the policy data pages, reduced by the amount of Social Insurance benefits received, if any, for the Total Disability being claimed.

**Normal Childbirth** or **Normal Pregnancy** means childbirth or pregnancy free of Complications of Pregnancy.

**Physician** means a person other than you, the Insured, or a member of the Insured's family, duly licensed and legally qualified to diagnose and treat a Sickness or Injury. He or she must be providing services within the scope of his or her license.

**Regular Medical Care** means:

- (a) treatment, consultations, evaluations and diagnostic services provided by a Physician whose specialty is appropriate for the Sickness or Injury causing the Insured's Total Disability;
- (b) Physician treatment and services received in-person at a frequency that is appropriate according to standard medical practice; and
- (c) the most appropriate treatment necessary in order to achieve the maximum of medical improvement possible.

We may waive one or more of the above requirements at some point during the Insured's disability. We will provide notification of such waiver in writing.

We may require the Insured to have the Insured's Physician provide us with a written document addressing the Insured's evaluation and the treatment plan(s) which would be in accordance with medical standards appropriate for the Insured's Sickness or Injury.

**Sickness** means an illness, disease or physical condition which:

- (a) causes Total Disability beginning while the policy and this Rider are in force; and
- (b) is not excluded from coverage.

**Social Insurance** means disability or retirement benefits the Insured is receiving due to a current Sickness or Injury. Social Insurance benefits include:

- (a) **Social Security Disability or Retirement Benefits.** This includes primary and/or family disability or retirement benefits for which the Insured may become eligible under the U.S. Social Security Act, as amended from time to time, or a similar law of any other country. Any payment under Social Security retirement provisions will also be considered as a Social Security disability or retirement benefit.
- (b) **Workers' Compensation Benefits.** This includes compensation benefits under any workers' compensation act or law, employer's liability or occupational disease law for which the Insured may become eligible. It also includes insurance benefits under any such law in any of the states or territories of the United States, or similar act or law of any other country.
- (c) **Government Retirement and/or Disability Fund Benefits.** This includes disability compensation, including amounts for dependents, under any federal, state, county, municipal or other governmental subdivision retirement and disability fund (or private insurance equivalent) for which the Insured may become eligible. In addition, it includes any state-sponsored disability benefits the Insured may qualify for based upon residency or work performed in a particular state providing these benefits.
- (d) **Railroad Retirement Act Disability Income or Retirement Benefits.** This includes primary or family disability or retirement benefits under the Railroad Retirement Act as amended from time to time. Any payment resulting from the retirement option will also be considered as railroad retirement disability income.

**Total Disability** means that, due to Sickness or Injury, the Insured:

- (a) is unable to perform the material and substantial duties of any occupation for which the Insured is qualified by reason of education, training or experience;
- (b) receives Regular Medical Care by a Physician; and
- (c) does not engage in any employment or occupation for wage or profit.

## EXCLUSIONS

We will not pay benefits under this Rider for Total Disability that:

- (a) begins while the policy and this Rider are not in force;
- (b) results from an act of declared or undeclared war;
- (c) is caused by intentionally self-inflicted injury;
- (d) results from the commission of or attempted commission of a felony;
- (e) is caused by suicide or attempted suicide, while sane or insane (*sane only in Missouri*);
- (f) results from the Insured's air travel as a non-commercial airline pilot;
- (g) is sustained while serving in the armed forces (upon notice to us of entry into the armed forces, any unearned portion of the premium will be refunded);
- (h) is due to Normal Childbirth, Normal Pregnancy or voluntarily induced abortion; (Benefits for Complications of Pregnancy are payable on the same basis as any other Sickness)
- (i) is due to the Insured's being intoxicated (as determined and defined by the laws of the jurisdiction in which the Total Disability or cause of Total Disability occurred; for the purposes of this exclusion, the laws governing the operation of motor vehicles while intoxicated will apply);
- (j) is due to the Insured's being under the influence of any controlled substance (except for narcotics given on the advice of a Physician).

## BENEFITS

### Net Monthly Income Benefit

After the Elimination Period has been satisfied, we will pay the Net Monthly Income Benefit each month that Total Disability continues for the Benefit Period shown on the policy data pages. Payment is subject to the **Qualification for Social Insurance Benefits** provision below. When less than one month of Total Disability benefits is due, a pro rata benefit will be paid.

If Total Disability ends before the end of the Benefit Period, and the Insured becomes Totally Disabled again while this Rider is in force, we will pay the Net Monthly Income Benefit for the remaining part of the Benefit Period, as long as Total Disability continues. A new Elimination Period will apply for any subsequent Total Disability from causes completely unrelated to a previous Total Disability.

If the Expiration Date for this Rider occurs after the Total Disability has begun but before the end of the Benefit Period, payments will continue until the end of the Benefit Period, as long as the current Total Disability continues.

Regardless of any reduction due to Social Insurance, benefits payable for Total Disability under this Rider will not be less than \$50 per month.

In no event will we pay the Net Monthly Income Benefit for longer than the Benefit Period shown on the policy data pages.

### Qualification for Social Insurance Benefits

In order to qualify for benefits under this Rider, the Insured must:

- (a) make proper and timely applications for any and all Social Insurance benefits for which the Insured may be eligible. Proof of application must be furnished to us;
- (b) provide us with written authorization to receive information about the status of the applications;
- (c) provide us with a copy of the award or other evidence of payment of Social Insurance benefits immediately upon receipt;
- (d) submit written evidence if the Insured has been denied Social Insurance benefits;
- (e) pursue any established appeals process and provide us with evidence of the decision or ruling. If, after the appeals process, the Insured is still denied Social Insurance benefits, we may require that the Insured reapply for them from time to time and provide proof of the appeals;
- (f) provide us with a copy of the retroactive award or other evidence immediately upon receipt;
- (g) notify us of any change in status of the Insured's eligibility for, entitlement to or receipt of any Social Insurance benefits. Such notice must be furnished within 30 days of the status change.

If the Insured does not comply with the above procedures, any benefits otherwise payable under this Rider will automatically be reduced to \$50 per month.

### Lump Sum Social Insurance Benefits

The Insured may be awarded a lump sum Social Insurance benefit. To the extent that such an award represents a retroactive benefit, it will not affect the benefits provided by this Rider. Any part of the award that represents a benefit that is not retroactive will reduce the monthly income benefit. To determine the amount and duration of the reduction, we will divide the amount that is not retroactive by the number of months represented by that part of the award. If the number of months is neither stated nor evident, we will consider the duration to be 60 months. The benefit otherwise payable will then be reduced by this amount for the number of months represented by that part of the award.

## CLAIMS

### Notice of Claim

You or the Insured may give any required notice or have someone else do it. The notice should give the Insured's name and policy number as shown on the policy data pages. Notice should be mailed to us at Omaha, Nebraska, or to any of our agents.

We must be given written notice of a claim within 20 days after Total Disability occurs or starts, or as soon as is reasonably possible.

*If the policy and this Rider were delivered in Mississippi, the period of time to provide notice of claim is 30 days.*

*If the policy and this Rider were delivered in Kentucky or Wyoming, the period of time to provide notice of claim is 60 days.*

*If the policy and this Rider were delivered in Montana, the period of time to provide notice of claim is six months.*

*If the policy and this Rider were delivered in Wisconsin, the period of time to provide notice of claim and notice of continuance of Total Disability is 12 months.*

### **Claim Forms for Filing Proof of Total Disability**

When we receive your notice, we will send you claim forms for filing proof of Total Disability. If we do not send them within 15 days, you can meet the proof of Total Disability requirement by giving us a written statement from the Insured's Physician. You must provide the proof of Total Disability within 90 days after the date we send the claim forms.

### **Proof of Total Disability**

For periodic payment of a continuing Total Disability, we must be given written proof of Total Disability within 90 days after the end of each period for which we are liable. For any other Total Disability, we must be given written proof within 90 days after the date of such Total Disability.

If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

After the Insured has been Totally Disabled for two years, the company will only require proof once per year.

*If the policy and this Rider were delivered in Hawaii, the period of time to provide proof of Total Disability is 12 months.*

### **Payment of Claims**

We will make periodic payment for Total Disability for which benefits accrue during a period of more than one month. Subject to written proof of Total Disability, all accrued benefits for such Total Disability will be paid at the end of each month. Any balance unpaid when our liability for such Total Disability ends will be paid as soon as we receive proof of Total Disability. All other benefits will be paid as soon as we receive proof of Total Disability.

Benefits will be paid to the Insured, if living. Any benefits unpaid at the Insured's death will be paid to the Insured's estate.

## **GENERAL PROVISIONS**

### **Effective Date**

The effective date of this Rider is the policy's issue date.

### **Legal Actions**

You cannot bring a legal action to recover under this Rider for at least 60 days after you have given us written proof of Total Disability. You cannot start such an action more than three years after the date proof of Total Disability is required.

*If the policy and this Rider were delivered in Florida, legal action cannot be brought after the applicable statute of limitations has expired from the time written proof of Total Disability is required.*

### **Physical Examinations**

We, at our expense, may have the Insured examined when and as often as is reasonable while a claim is pending.

### **Premiums Subject to Change**

The Rider premium for the first policy year is shown on the policy data page. We may change the premium for this Rider on or after the first policy anniversary. However, we can change the Rider premium only if the same change is made on all Riders of this form issued on Insureds of the same risk class and rate class.

We will not change the Rider premium more often than once each policy year. Any change in Rider premiums will be effective on a policy anniversary.

We must give you written notice of any change in the Rider premium at least 60 days before the effective date of the change.

**Termination**

This Rider will end on the earliest of the following:

- (a) the date the Benefit Period ends;
- (b) the Expiration Date shown for this Rider on the policy data pages;
- (c) the date the policy ends; or
- (d) the date we receive your written request to cancel the Rider. If you cancel this Rider, the total premium for the policy will be reduced by the amount of premium for this Rider. Once you have canceled this Rider, you cannot reinstate it.

Termination of the Rider will not affect any disability claim that began while the Rider was in force.

**Time Limit on Certain Defenses**

After two years from the Rider effective date, we cannot use misstatements, except fraudulent misstatements in the application, to void coverage or deny a claim for a Total Disability that starts after the two-year period.

United of Omaha Life Insurance Company



Corporate Secretary