



Assurity® Life Insurance Company

P.O. Box 82533, Lincoln, NE 68501-2533

800-869-0355 | assurity.com

This is a legal contract between **You (Owner of this Policy)** and **Assurity (Assurity Life Insurance Company)**. It is issued in return for **Your Application** and first **Premium**. **Assurity** agrees to pay this **Policy's** benefits to **You or Your Beneficiary** (person **You** name to receive benefits) if:

- **You** become **Totally Disabled** while this **Policy** is in effect;
- the **Policy's** provisions are met; and
- **You** give **Us** all the proof and notice **We** require.

This **Policy** is **Guaranteed Renewable to age 65**. That means until the **Policy Anniversary** after **Your 65th birthday**, as long as **You** pay **Premiums**, **We** cannot cancel or change **Your Policy**. **We** can, however, change the **Premium** rates. If **We** do this, **We** can only do it to all **Policies** in **Your** class. **We** will give **You** 31 days' notice if **We** change **Premium** rates. If **You** are over age 65 and **Employed on a Full-Time Basis**, **You** can continue to renew **Your Policy** up to age 70. **You** must be **Employed on a Full-Time Basis** and be responsible for paying **Business Overhead Expenses** on each renewal date. There will be a limited benefit period.

You may cancel this **Policy** within 30 days of receiving it. Return this **Policy** to **Assurity's Administrative Office** or to **Your Assurity** sales agent. As soon as **You** deliver or mail this **Policy** to **Us**, it is treated like it was never issued. **We** will refund **Your Premium** payment when **We** get this **Policy** back. After the 30-day period following receipt of this **Policy**, **You** may cancel this **Policy** by notifying **Us** in writing that **You** wish to do so. Cancellation of **Your Policy** will be effective on the date **We** receive **Your** written notice, unless **Your** notice specifies a later date. **We** will promptly refund any **Premium** paid for coverage after the cancellation date.

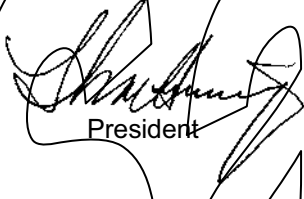
Assurity has signed this **Policy** on the **Issue Date**.

ASSURITY LIFE INSURANCE COMPANY

2000 Q Street • P.O. Box 82533 • Lincoln, NE 68501-2533 • (800) 869-0355

Administrative Office:

2000 Q Street • P.O. Box 82533 • Lincoln, NE 68501-2533 • (800) 869-0355


President
Secretary

Countersigned: _____ (Licensed Resident Agent)

BUSINESS OVERHEAD EXPENSE DISABILITY INCOME POLICY
Guaranteed Renewable to Age 65 - Qualified Right to Renew to Age 70
Company may change Table of Premium Rates

Agent Name:
Address:

Telephone:

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Capitalized terms shown in bold-faced type, such as "**Policy**," are used to indicate that the **Policy's** definition of these terms applies. These terms are defined on Page 4 and 5, or in the part of the **Policy** where they are first used.

**POLICY SCHEDULE
GUARANTEED RENEWABLE DISABILITY POLICY**

FORM

BENEFITS OF THIS POLICY

**INITIAL
ANNUAL PREMIUM**

A-D 106

Total Disability Benefits
Monthly Overhead Expense Benefit:
Maximum Overhead Expense Benefit:
Elimination Period:

Partial Disability Benefits
Monthly Overhead Expense Benefit:
Maximum Overhead Expense Benefit:

sample

Insured:

Policy Number:

Issue Date:

Premium:

Premium Period:

Modes of Premium Payment Available:

Annual
Semi-Annual:
Quarterly:
Monthly:

DEFINITIONS

1. **Administrative Office:** Assurity's address at 2000 Q Street, P.O. Box 82533, Lincoln, NE 68501-2533, telephone toll-free (800) 869-0355.
2. **Application:** The papers **You** signed to get this **Policy**. A copy is attached.
3. **Beneficiary, Beneficiaries:** The person or persons **You** name to receive the **Survivor Benefit**.
4. **Business Overhead Expenses:**
 - A. **Covered Expenses**
We cover overhead expenses which:
 - are usual;
 - **You** have in running **Your** business; and
 - are generally accepted as tax deductible.

Examples:

 - utility expenses;
 - maintenance expenses;
 - property and liability insurance;
 - taxes **You** owe on the business premises;
 - rent or the greater of scheduled depreciation or scheduled mortgage payments on space **You** use to run **Your** business;
 - equipment and other property **You** use in **Your** business;
 - lease payments on equipment **You** use in **Your** business;
 - accounting, billing and collection fees;
 - interest on business debts;
 - employee compensation (includes payroll taxes and benefit contributions); and
 - all other normal and customary fixed charges.
 - B. **Expenses Not Covered**
We do not cover:
 - salaries or other payments for:
 - **You**;
 - anyone sharing business expenses with **You**;
 - any member of **Your** profession or occupation;
 - any family member who was not **Employed on a Full-Time Basis** at least 60 days before **You** become **Totally Disabled**; or
 - anyone hired to do **Your** job;
 - additions to inventory;
 - costs of goods;
 - merchandise purchased for sale;
 - any type of expense **You** were not liable for before **Your Total Disability**; or more than **Your** share of any shared expenses.
5. **Elimination Period:** The number of days **You** must be **Totally Disabled** before **We** pay the **Monthly Overhead Expense Benefit**. See the **Policy Schedule**.
6. **Employed on a Full-Time Basis:** Working for pay at least 30 hours per week.
7. **Injury:** An accidental bodily **Injury** that happens while this **Policy** is in force.
8. **Maximum Monthly Overhead Expense Benefit:** The maximum amount of **Monthly Overhead Expense Benefit** **We** will pay in any month. See the **Policy Schedule**.

Monthly Overhead Expense Benefits will not be paid past **Your** age 65, except:

- if the **Total Disability** starts after **You** are 63, the **Maximum Overhead Expense Benefit** is 24 **Monthly Overhead Expense Benefits**;
- if **We** renew the **Policy** past **Your** age 65, the **Maximum Overhead Expense Benefit** is 12 **Monthly Overhead Expense Benefits**.

9. **Maximum Overhead Expense Benefit:** The total amount of **Monthly Overhead Expenses We** will pay for any one **Total Disability**. See the **Policy Schedule**.

10. **Monthly Overhead Expenses:** The normal and regular **Covered Business Overhead Expenses You** incur in the operation of **Your** business each month. If **You** share **Monthly Overhead Expenses**, only **Your** part will be considered. A **Monthly Overhead Expense** covering more than one month will be pro-rated.

11. **Monthly Overhead Expense Benefit:** The amount of **Monthly Overhead Expenses We** will pay **You** if **You** are **Totally Disabled**.

12. **Originates:** The date a **Sickness** first:

- was treated;
- was diagnosed; or
- manifested itself (would have put a normal person on notice something was wrong).

13. **Physician:** A licensed medical provider. The **Physician** must:

- act within the scope of his or her license; and
- be someone other than **You** or a member of **Your** family.

The **Physician** must be providing care required by the condition causing **Your Total Disability**.

14. **Policy:** This **Business Overhead Expense Disability Income** contract.

15. **Policy Schedule:** Page 3 of this **Policy**.

16. **Pre-existing Condition:** A **Sickness** or physical condition, for which before the **Issue Date**:

- symptoms existed which causes an ordinary prudent person to seek diagnosis, care or treatment; or
- medical advice was recommended by or received from a **Physician**.

17. **Renewal Premiums:** The amount **You** must pay **Us** to keep this **Policy** in force.

18. **Sickness:** Illness, disease or condition which **Originates** after the **Issue Date**.

19. **Total Disability, Totally Disabled:** A condition due to **Injury** or **Sickness** which:

- starts while **Your Policy** is in force;
- requires a **Physician's** care, unless **We** agree such care would not help **You**; and
- keeps **You** from doing the important, substantial and material duties of **Your** own occupation.

20. **We, Our, Us, Assurity, Assurity's:** Assurity Life Insurance Company.

21. **You, Your, I:** The **Insured/Owner** (If the **Insured** is not the **Owner**, **You** refers to either as the context allows).

PREMIUMS AND REINSTATEMENT

Premium Payments

1. *How much do You have to pay and how often do You have to pay it?*

The **First Premium** is due on the **Issue Date**. **Premiums** will include **Rider Premiums**. **Premiums** due after the first **Premium** are **Renewal Premiums**. **We** may change **Renewal Premiums**. The rules for doing this are on Page 1. **Renewal Premiums** are paid at the **Premium Payment Interval**. **You** can change this.

2. *When do You pay Premiums and where do You pay them?*

Renewal Premiums are due when the last payment runs out (end of the **Premium Payment Interval**). The date the next **Renewal Premium** is due is the **Due Date**. **Renewal Premiums** are paid in advance of the **Due Date**. All **Premiums** are paid to the **Administrative Office**. Except under **Grace Period** below, **Your Policy** will end if a **Renewal Premium** is not paid by the next **Due Date**.

Grace Period

What happens if Your Renewal Premium is late?

You have a 31-day **Grace Period** to make **Renewal Premium** payments. The **Grace Period** starts on the **Due Date** and ends 31 days later. During the **Grace Period**, **Your Policy** stays in force. If **You** do not pay the **Renewal Premium** by the end of the **Grace Period**, **Your Policy** lapses (ends).

Reinstatement

1. *Can You get Your Policy back in force once it lapses?*

If **Your Policy** lapses for non-payment of a **Renewal Premium**, **You** can reinstate it if:

- **You** apply for **Reinstatement** within 12 months of the lapse (end of **Grace Period**);
- **We** agree **You** are insurable; and
- **You** pay a **Renewal Premium**.

The **Effective Date of Reinstatement** is the date **We** agree **You** are insurable. The **Renewal Premium** is applied from the **Effective Date**. If **We** have not already acted, **Your Policy** will be **Reinstated** 45 days after **You** apply for **Reinstatement** and pay the **Renewal Premium**.

2. *Are there restrictions on the Reinstated Policy?*

Yes. The **Reinstated Policy** will only cover **Total Disability** due to:

- **Injury** received after the **Effective Date of Reinstatement**; or
- **Sickness**, which **Originates** more than 10 days after the **Effective Date of Reinstatement**.

We can add new **Policy Amendment Riders**. The **Pre-existing Condition** limits apply to the application for **Reinstatement**.

TOTAL DISABILITY BENEFIT

1. *What happens if You become Totally Disabled?*

Subject to **Benefit Conditions**, **We** will pay **You** the **Monthly Overhead Expense Benefit** if **You** are **Totally Disabled**.

2. *What are Benefit Conditions?*

- **Monthly Benefits** will not be paid until after the **Elimination Period**;
- payments continue only while **Your Total Disability** lasts;
- payments in any month will not be more than the **Maximum Monthly Overhead Expense Benefit**;
- periods of **Total Disability** from the same **Sickness** or **Injury** are subject to one **Maximum Overhead Expense Benefit** (see questions 6 and 7); and
- **We** will not pay for both **Sickness** and **Injury** for the same period of **Total Disability**.

3. *How much is the Monthly Overhead Expense Benefit?*

The **Monthly Overhead Expense Benefit** will be the amount of **Monthly Overhead Expenses** **You** incurred in **Your** business in the last month. **We** will require proof of such **Expenses** before payment will be made. Proof must be the same as required for tax purposes.

4. *What if Your Monthly Overhead Expenses exceed the Maximum Monthly Overhead Expense Benefit?*

If **Your Monthly Overhead Expenses** in one month exceed the **Maximum Monthly Overhead Expense Benefit**, **We** will carry over the excess. The excess will be paid (up to the **Maximum Monthly Overhead Expense Benefit**) in a month when **Your Monthly Overhead Expenses** are less than the **Maximum Monthly Overhead Expense Benefit**.

5. *What if Your Monthly Overhead Expenses are less than the Maximum Monthly Overhead Expense Benefit?*

If **Your Monthly Overhead Expenses** are less than the **Maximum Monthly Overhead Expense Benefit**, **We** will carry the unpaid amount forward. The unpaid amount will be paid in future month(s) when **Your Monthly Overhead Expenses** are more than the **Maximum Monthly Overhead Expense Benefit**.

6. *What if You become Totally Disabled after You go back to work following a period of Total Disability for which We paid less than the Maximum Overhead Benefit?*

It depends on whether **Your Total Disability** is due to a **New Cause** (see question 8) or the **Same Cause** (see question 8). If **Your Total Disability** is due to a **New Cause**, **You** will need to wait through a new **Elimination Period** before **We** pay **Monthly Overhead Expense Benefits**. If **Your Total Disability** is due to the **Same Cause**, **We** will pay **Monthly Overhead Expense Benefits** subject to the **Maximum Overhead Expense Benefit**.

7. *What if You become Totally Disabled after You go back to work following payment of the Maximum Overhead Expense Benefit?*

Again, it depends on whether **Your Total Disability** is due to a **New Cause** or the **Same Cause**. If **Your Total Disability** is due to a **New Cause**, **We** will pay **Monthly Overhead Expense Benefits** subject to the **Benefit Conditions**. **You** must be **Employed on a Full-Time Basis** for 12 months following **Your last Total Disability** before **We** will consider paying **Monthly Overhead Expense Benefits** for **Total Disability** due to the **Same Cause**.

8. *What is meant by "New Cause" and "Same Cause"?*

Total Disability is due to the **Same Cause** as a previous **Total Disability** if the **Sickness** or **Injury** causing the current **Total Disability** is the same as or directly related to the cause of **Your last Total Disability**. A **New Cause** is any cause other than the **Same Cause** as defined.

9. *What if You are Totally Disabled for only part of a month?*

The payment for each day of **Total Disability** is 1/30th of the **Monthly Overhead Expense Benefit**.

PARTIAL DISABILITY BENEFIT

1. *What is Partial Disability?*

Partial Disability (Partially Disabled) is a condition due to **Sickness** or **Injury**, which keeps **You** from being **Employed on a Full-Time Basis**. **Partial Disability** must immediately follow a period of **Total Disability** for which **Monthly Overhead Expense Benefits** were paid.

2. *What is the Partial Disability Benefit?*

Subject to **Benefit Conditions**, **We** will pay 50% of the **Monthly Overhead Expense Benefit** to **You** if **You** are **Partially Disabled**.

3. *What are the Benefit Conditions?*

- the **Partial Disability** period starts when **You** resume part-time employment after a paid period of **Total Disability**;
- payments are subject to the **Maximum Overhead Expense Benefit**; and
- payments shall not exceed 6 months **Monthly Overhead Expense Benefits** (each day is paid at 1/30th the **Partial Disability Benefit**); and
- **We** will not pay for both **Sickness** and **Injury** for the same period of **Partial Disability**.

PRESUMPTIVE DISABILITY BENEFIT

What is the Presumptive Disability Benefit?

If **You** suffer total loss of:

- speech;
- hearing;
- sight;
- both feet (amputated at or above the ankle);
- both hands (amputated at or above the wrist); or
- one hand and one foot;

We will presume **You** are **Totally Disabled**. **We** will pay the **Monthly Overhead Expense Benefit** for up to the **Maximum Overhead Expense Benefit**, whether or not **You** are able to work. The **Elimination Period** does not apply to this **Benefit**. **Covered Overhead Expenses** must continue.

SURVIVOR BENEFIT

What is the Survivor Benefit?

If **You** die while **Totally Disabled**, and after receiving **Monthly Overhead Expense Benefits** for at least 12 months, **We** will pay **Your Beneficiary** a lump sum of 2 times the **Maximum Monthly Overhead Expense Benefit**. Payment of this **Benefit** cannot result in paying more than the **Maximum Overhead Expense Benefit**. This **Benefit** is only payable

if **You** business interest is not sold at time of payment. If **You** have not named a **Beneficiary**, any **Survivor Benefits** will be paid to **Your** estate.

REHABILITATION BENEFIT

1. *What is this Policy's Rehabilitation Benefit?*

If **You** are **Totally Disabled**, **We** will consider helping **You** pay the costs of a **Rehabilitation Program**. **We** will determine how much **We** will pay, but it will not exceed 6 **Maximum Monthly Overhead Expense Benefits**.

2. *Why would Assurity pay these Benefits?*

We believe that helping pay for a program, which may help **You** get back to work, benefits **You, Us** and society. **We** believe one of the real purposes of **Disability Income Insurance** is to help people return to work.

3. *Will You be required to participate in a Rehabilitation Program?*

We accept that not everyone can go back to work. However, if **Your Physician** advises that **You** would likely return to work with a **Rehabilitation Program**, **We** will require it. **We** will not pay **Monthly Overhead Expense Benefits** if **You** do not take part.

WAIVER OF PREMIUM

Do You have to pay Renewal Premiums while You are Totally Disabled?

We will waive **Your** payment of **Renewal Premiums** during **Your Total Disability**. **We** will start waiving **Renewal Premiums** after **You** have been **Totally Disabled** for 90 days. **We** will refund any **Renewal Premium** which should have been waived. Waiver stops:

- when **Your Total Disability** stops; or
- when **We** have paid the **Maximum Overhead Expense Benefit**, whichever is first.

MILITARY SERVICE

1. *What happens if You enter Active Military Service?*

This **Policy** is suspended if **You** enter **Active Military Service**. **Active Military Service** is military service of any country or international authority. **Active Military Service** does not include active duty for training that lasts less than 60 days. **You** can put this **Policy** back in force when **You** are released from **Active Military Service**. To do this, **We** will need **Your** written request and payment of **Premium** within 90 days of **Your** release. The **Premium** is the same as if this **Policy** had stayed in force.

2. *Are there any limits on the restored Policy?*

You do not need to prove **You** are healthy to have this **Policy** put back in force. The restored **Policy** will only cover loss from:

- **Injury** after the restoration date; and
- **Sickness** that **Originates** more than 10 days after the restoration date.

CONVERSION

1. *What if you want a policy that does not depend on Your incurring Monthly Overhead Expenses?*

You can convert this **Policy** to an individual Disability Income Insurance policy if:

- **Your Policy** is in force;
- **Your Policy** has been in force for at least 2 years;
- **You** are not yet age 60;
- **You** request conversion in writing; and
- **You** are not **Totally** or **Partially Disabled**.

2. *How much coverage will the new policy provide?*

The new policy must be one **We** then currently issue. The monthly benefit under the new policy can be as much as the **Maximum Monthly Overhead Expense Benefit** under this **Policy**. However, the coverage under the new policy, along with all individual disability income coverage **You** have, cannot exceed **Our Limits**. "**Limits**" means the maximum coverage **We** offer to new applicants of **Your** risk class at the time of **Your** request.

3. *How much will the new policy cost?*

The premium for the new policy will be based on **Our** rates in effect at the time of **Your** request for **Your** age at the time of application. **Your** rate class will be the same as for this **Policy**.

4. *Is there anything else to know about converting this Policy?*

- a. **STATEMENTS MADE IN YOUR APPLICATION.** For purposes of this clause, the issue date for the new policy is the same as for this **Policy**.
- b. The new policy will only cover disabilities which begin while it is in force. It will only exclude conditions excluded by this **Policy**.
- c. **You** do not need to prove **You** are healthy to convert this **Policy**.

LIMITATIONS

Are there any limits on Monthly Overhead Expense Benefit payments other than those already explained?

The following limits apply:

Mental/Nervous Disorders; Drug and Alcohol Abuse Limit

Mental/Nervous Disorder: Any disorder classified in the *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association.

We will only pay **Monthly Overhead Expense Benefits** for a total of 24 months during **Your** lifetime for **Total Disability** due to **Mental/Nervous Disorders**, or which are caused or contributed to by abuse of drugs or alcohol. However, **We** will pay normal **Policy Benefits** as long as **You** are confined in a hospital under a **Physician's** care for any of these conditions.

Foreign Travel

We will only pay 3 **Monthly Overhead Expense Benefits** for any **Total Disability** sustained or continued outside the United States, Canada or Mexico.

Pre-existing Conditions

If **Your Total Disability** is within 2 years from the **Issue Date** and is due to a **Pre-existing Condition**, **Benefits** will not be paid unless the condition:

- was disclosed and not misrepresented on **Your Application**; and
- is not excluded by a **Policy Amendment Rider**.

EXCLUSIONS

Are there any losses not covered by this Policy?

We will not pay **Monthly Overhead Expense Benefits** for loss caused by:

- war or act of war, whether or not declared;
- intentional, self-inflicted **Injury**, or **Sickness**;
- **Your** engaging in an illegal occupation;
- committing or attempting to commit a felony; or
- normal pregnancy (except **We** will cover **Total Disability** caused by pregnancy or childbirth on the 91st day of **Total Disability**).

We cover involuntary **Complications of Pregnancy** as **Sickness**. **Complications of Pregnancy** include eclampsia, toxemia, hyperemesis gravidarum, anemia of pregnancy, placenta previa, ectopic pregnancy, puerperal infection, Caesarean section delivery and miscarriage.

We will not pay **Monthly Overhead Expense Benefits** for any **Total Disability** which starts while **You** are incarcerated in a penal institution or government detention facility.

CLAIM PROCEDURES

Notice of Claim

When and how should You file a claim for Benefits?

You should give **Us** notice that **You** have a claim in writing. Unless it's not possible, **You** should give **Us** notice within 20 days after **You** are first **Totally Disabled**. **Your** notice should include **Your** name and **Policy Number**. Notice can be given to the **Administrative Office** or a sales agent.

Claim Forms

Do You need to use Our claim forms?

Once **You** give **Us Notice of Claim**, **We** will send claim forms. These are called **Proof of Loss**. If **We** do not send these within 15 days of **Notice of Claim**, **Your** written statement will be accepted. The written statement must:

- state the cause and nature of **Your** loss;
- state the extent of **Your** loss; and
- be given in the **Proof of Loss** time limit.

Proof of Loss

When do You have to submit Proof of Loss?

Proof of Loss is due within 120 days after the **Elimination Period**. If **You** cannot meet this deadline, **You** must submit **Proof** as soon as possible. **We** will not reduce or deny **Benefits** because **Proof** is late. However, **You** must give **Us Proof** within 12 months after the **Elimination Period**, unless **You** lack legal capacity.

Time of Payment of Claims

When will Benefit payments start?

We will pay **Benefits** under **Your Policy** just as soon as they are due after **We** get **Proof of Loss**.

Payment of Claims

Who do We pay Benefits to?

We pay **Benefits** to **You**. If **You** die, unpaid **Benefits** go to **Your** estate. **We** can pay up to \$1,000 to a relative instead of **Your** estate. **We** can also do this if **You** lack legal capacity. **We** only need to pay **Benefits** once if **We** pay them in good faith.

Legal Actions

If You do not like Our Benefit decision, when can You bring a legal action?

No legal action can be brought:

- before 60 days; or
- after 3 years,
after **Proof of Loss** is given.

GENERAL PROVISIONS

Entire Policy

1. *What papers make up the contract?*

The contract between **You** and **Assurity** includes this **Policy**, **Your Policy Application** and any **Riders** or **Endorsements** attached to this **Policy** by **Us**. **Your Policy** is issued in return for **Your Application** and the **First Premium**.

2. *Who can change the terms of Our contract?*

Except for changes in **Premiums**, **We** can only make changes if **You** agree. Only **Assurity's** President or any of **Our** Vice Presidents, Secretaries or Assistant Secretaries can change or waive the terms of **Our** contract. No sales agent or any other person can do so. Any changes must be in writing and signed by one of these officers.

Statements Made in Your Application

When can Your answers in the Application be used against You?

After **Your Policy** has been in force for 2 years after the **Issue Date**, excluding any period **You** were **Totally Disabled**, **We** cannot use **Your Application** answers against **You**.

No claim for **Disability**, that starts after 2 years from the **Issue Date**, will be reduced or denied because a **Sickness** or physical condition existed before the **Issue Date**, unless it is excluded by name or specific description.

Age and Sex

What happens if the Insured's age or sex has been misstated?

If **Your** age or sex has been misstated in the **Application**, the **Policy Benefits** will be changed to those the **Premium** paid would have provided for the correct age or sex.

Physical Examination

Can We have You examined?

Yes, **We** have the right to have **You** examined by **Physicians** when reasonably necessary. A claim must be pending. The exam is at **Our** expense.

Conformity with State Statutes

What state's law applies to Your Policy?

The law of **Your** state of residence 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.

BUSINESS OVERHEAD EXPENSE DISABILITY INCOME POLICY
Guaranteed Renewable to Age 65 - Qualified Right to Renew to Age 70
Company may change Table of Premium Rates

sample