

SERFF Tracking Number: SNLF-126042985 State: Arkansas
 Filing Company: Professional Insurance Company State Tracking Number: 41774
 Company Tracking Number: PIC DI 2009
 TOI: H111 Individual Health - Disability Income Sub-TOI: H111.006 Short Term - Related to marketing with employer or association groups
 Product Name: Individual DI
 Project Name/Number: PIC DI 2009/

Filing at a Glance

Company: Professional Insurance Company
 Product Name: Individual DI SERFF Tr Num: SNLF-126042985 State: ArkansasLH
 TOI: H111 Individual Health - Disability Income SERFF Status: Closed State Tr Num: 41774
 Sub-TOI: H111.006 Short Term - Related to marketing with employer or association groups Co Tr Num: PIC DI 2009 State Status: Approved-Closed
 Filing Type: Form/Rate Co Status: Reviewer(s): Rosalind Minor
 Authors: Linda Murphy, Ellen Disposition Date: 03/17/2009
 Thibodeau, Lori Chilcote, Frank
 Jancura, James Crowley, Pauline
 Michaud
 Date Submitted: 03/12/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:
 State Filing Description:

General Information

Project Name: PIC DI 2009 Status of Filing in Domicile: Authorized
 Project Number: Date Approved in Domicile: 02/20/2009
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Group Market Size:
 Overall Rate Impact: Group Market Type:
 Filing Status Changed: 03/17/2009 Explanation for Other Group Market Type:
 State Status Changed: 03/17/2009
 Deemer Date: Corresponding Filing Tracking Number:
 Filing Description:

March 12, 2009

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RE: PROFESSIONAL INSURANCE COMPANY (NAIC #68047)

Individual Disability Income Policy Form HPDI2009-AR
First Hospital Confinement Rider Form HRFHC 1-09
Outline of Coverage Form OCDI2009
Rates and Actuarial Memorandum

Dear Commissioner:

We are submitting an Individual Disability Income Policy form and First Hospital Confinement Rider and Outline of Coverage for your review and approval.

These forms are new and do not replace any forms on file with your Department. This product will be marketed to individual buyers through licensed resident agents, primarily in the Payroll Deduction worksite market.

These forms are very similar to their earlier generation of forms filed in 2002. To assist you in your review, please see the a Description of Changes table identifying how these forms differ from their previously approved versions.

Upon approval, these forms will be used with our previously approved Application for Insurance forms ESG-PSFA (10/02) and ESG-PSFA SUP (10/02) and all other previously approved endorsement and rider forms filed for use with the 2002 Individual Disability Income Policy product.

Also enclosed are the applicable rates and an actuarial memorandum for this new policy and rider.

We have included any certification forms and/or fees required by your Department.

We request the Department's approval of the enclosed forms. If you have any questions or comments regarding this submission, please contact me at: (860) 737-1310 or email me at james.crowley@sunlife.com.

Sincerely,

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James Crowley
 Compliance Consultant
 State Filing, W370
 Fax: (860) 737-6598
 \$

Company and Contact

Filing Contact Information

Ellen Thibodeau, Compliance Consultant Ellen.Thibodeau@sunlife.com
 175 Addison Road (860) 737-1083 [Phone]
 Windsor, CT 06095-0725 (860) 737-6598[FAX]

Filing Company Information

Professional Insurance Company CoCode: 68047 State of Domicile: Texas
 175 Addison Road Group Code: 549 Company Type:
 P.O. Box 725
 Windsor, CT 06095-0725 Group Name: State ID Number:
 (860) 737-1000 ext. [Phone] FEIN Number: 59-0411385

Filing Fees

Fee Required? Yes
 Fee Amount: \$110.00
 Retaliatory? No
 Fee Explanation: 3 forms x \$20 = \$60 = \$50 (rates) = \$110.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Professional Insurance Company	\$110.00	03/12/2009	26361908

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/17/2009	03/17/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	03/16/2009	03/16/2009	James Crowley	03/16/2009	03/16/2009

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Disposition

Disposition Date: 03/17/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Description of Form Changes	Approved-Closed	Yes
Form (revised)	Individual Disability Income Policy Form	Approved-Closed	Yes
Form	Individual Disability Income Policy Form	Replaced	Yes
Form	First Hospital Confinement Rider Form	Approved-Closed	Yes
Form	Outline of Coverage Form	Approved-Closed	Yes
Rate	Actuarial Memorandum & Rates	Approved-Closed	No

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Product Name: Individual DI
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/16/2009
Submitted Date 03/16/2009

Respond By Date

Dear Ellen Thibodeau,

This will acknowledge receipt of the captioned filing.

Objection 1

- Individual Disability Income Policy Form (Form)

Comment: Your definition of Total Disability is not in compliance with Rule 18, Section 5 I.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/16/2009
Submitted Date 03/16/2009

Dear Rosalind Minor,

Comments:

Please see attached revised form. We have removed the requirement that an insured be employed, per Rule 18, Section 5I.

Response 1

Comments: Please see attached revised form. We have removed the requirement that an insured be employed, per Rule 18, Section 5I.

Related Objection 1

Applies To:

- Individual Disability Income Policy Form (Form)

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Comment:

Your definition of Total Disability is not in compliance with Rule 18, Section 5 I.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Individual Disability Income Policy Form	HPDI2009		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		46	revised HPDI2009 .pdf
Previous Version							
Individual Disability Income Policy Form	HPDI2009		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		46	HPDI2009 .pdf

No Rate/Rule Schedule items changed.

Please see attached revised form. We have removed the requirement that an insured be employed, per Rule 18, Section 5I.

Sincerely,

Ellen Thibodeau, Frank Jancura, James Crowley, Linda Murphy, Lori Chilcote, Pauline Michaud

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Form Schedule

Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	HPDI2009	Policy/Contract	Individual Disability Income Policy Form	Initial		46	revised HPDI2009.pdf
		Certificate Amendment, Insert					
		Page, Endorsement or Rider					
Approved-Closed	HRFHC 1-09	Certificate Amendment, Insert	First Hospital Confinement Rider Form	Initial		48	HRFHC 1-09.pdf
		Page, Endorsement or Rider					
Approved-Closed	OCDI2009	Outline of Coverage	Outline of Coverage Form	Initial		48	OCDI2009.pdf

PROFESSIONAL INSURANCE COMPANY

Home Office: Frisco, TX 75034
Administrative Office: 175 Addison Road, Windsor, CT 06095
800-289-1122

A STOCK COMPANY

DISABILITY INCOME POLICY

THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US. READ IT CAREFULLY.

**GUARANTEED RENEWABLE TO AGE 70
SUBJECT TO OUR RIGHT TO CHANGE PREMIUMS**

**DISABILITY RESULTING FROM A PRE-EXISTING CONDITION WILL NOT BE COVERED IF IT BEGINS DURING
THE FIRST 12 MONTHS AFTER THE POLICY EFFECTIVE DATE.**

RENEWAL CONDITION

This Policy is guaranteed renewable to age 70 subject to the terms and conditions of the Policy. You may renew this Policy until the Policy Anniversary date on or after Your 70th birthday if You pay the Premium when due or within the Grace Period. We have the right to change the premium rates on this Policy. See Change in Premium Rate section.

INSURING CLAUSE

We will pay Benefits set out in this Policy and any Rider(s) attached subject to its Definitions, Provisions, Limitations and Exclusions. This Policy is a legal contract between You and Us. Read it carefully. To understand Your coverage, You must read this Policy as a whole.

THIRTY DAY RIGHT TO EXAMINE THIS POLICY.

If, for any reason, You decide not to keep this Policy, return it to Us within 30 days after You receive it. You may return it to Our Administrative Office. You may also return it to the agent who sold it to You. We will treat the Policy as if it had never been issued. We will refund any Premium paid.



President



Secretary

IMPORTANT NOTICE

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT OUR ADMINISTRATIVE OFFICE WITHIN 10 DAYS. THE APPLICATION IS A PART OF THIS POLICY. THE POLICY WAS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.

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POLICY SCHEDULE

FORM: HPDI2009
 PRIMARY INSURED: JOHN A DOE
 INSURED DEPENDENTS: ELIGIBLE SPOUSE
 ELIGIBLE DEPENDENT CHILDREN
 PRIMARY INSURED ISSUE AGE: 35
 POLICY NUMBER: 1234567
 POLICY EFFECTIVE DATE: JANUARY 1, 2009
 FIRST ANNIVERSARY DATE: JANUARY 1, 2010
 ANNUAL PREMIUM: \$1,587.60
 MODE SELECTED AT ISSUE: ANNUAL / PRD
 MODE PREMIUM: \$1,587.60

DESCRIPTION OF COVERAGE	BENEFIT AMOUNT	ANNUAL PREMIUM
DISABILITY DUE TO AN INJURY FOR THE PRIMARY INSURED		
ELIMINATION PERIOD: 0 DAYS		
MAXIMUM BENEFIT PERIOD: 2 YEARS		
MONTHLY BENEFIT FOR DISABILITY:	\$1000	\$252.00
MONTHLY BENEFIT WHEN BENEFIT REDUCTION APPLIES:	\$ 500	
DISABILITY DUE TO A SICKNESS FOR THE PRIMARY INSURED		
ELIMINATION PERIOD: 7 DAYS		
MAXIMUM BENEFIT PERIOD: 2 YEARS		
MONTHLY BENEFIT FOR DISABILITY:	\$1000	\$819.60
MONTHLY BENEFIT WHEN BENEFIT REDUCTION APPLIES:	\$ 500	
FIRST HOSPITAL CONFINEMENT, RIDER FORM HRFHC		
Primary Insured		\$270.00
Eligible Spouse		\$150.00
Eligible Dependent Children		\$96.00

DEFINITIONS

WHEN WE USE THE TERMS THAT FOLLOW, WE MEAN:

Dental Treatment: Treatment of the teeth and/or periodontal area.

Dependent Child: A financially dependent child, stepchild or adopted child of the Primary Insured, named on the application, unless specifically excluded in any part of this Policy. Any newborn or child placed with You for adoption after the Policy Effective Date is considered a dependent child.

Disability or Disabled: Means Total Disability or Presumptive Disability.

Eligible Dependent Child (ren): Unless specifically excluded in any part of this Policy, means:

- a. Your unmarried Dependent Child under age 19 who is chiefly dependent on You for support and maintenance; or
- b. Your unmarried Dependent Child under age 23 if he/she is a full-time student at an accredited school, college, or university and We are furnished proof of such enrollment; or
- c. Your unmarried Dependent Child age 19 or over, who is chiefly dependent on You for support and maintenance if he/she is not able to support him/herself because of mental or physical incapacity. The burden of proof that such Dependent Child is and has continued to be incapacitated rests with You. You must give proof of the incapacity acceptable to Us at Our Administrative Office when asked for, but not more than once a year after the first 2 years.

Eligible Spouse: Your spouse You are legally married to that is listed on the application unless specifically excluded in any part of this Policy. Your spouse will no longer be an eligible spouse on the date of death or the day a valid decree of divorce is effective.

Elimination Period: The number of consecutive days of Total Disability before Benefits become payable under this Policy. Benefits are not payable during the elimination period. The elimination period is shown on the Policy Schedule.

If the elimination period is 30 days or greater (does not apply if the elimination period is less than 30 days), it will be considered continuous if the Insured returns to work for not more than a total of 4 days during the elimination period. The elimination period will be extended by one day for each day the Insured temporarily returns to work.

Employed: You will be classified as employed if You are actively:

- a. performing for pay in the usual manner the duties of Your Regular Occupation on a scheduled work day; and
- b. performing these duties at one of the places of business where You normally do such duties or at some location to which Your employment sends You.

You will be said to be employed on a day that is not a scheduled work day only if You would be able to perform in the usual manner the duties of Your Regular Occupation if it were a scheduled work day.

If You are on a family or medical leave of absence, You will be considered employed if:

- a. Premiums are paid in accordance with the Policy provisions; and
- b. Your employer has approved Your leave in writing.

The period of time that You will be considered employed under a family or medical leave is the greater of:

- a. the leave period required by the federal Family and Medical Leave Act of 1993, and any Amendments; or
- b. the leave period required by applicable state law.

Full-Time: 27 or more hours per week.

Hospital: A lawfully operating institution which:

- a. has resident facilities for sick and injured patients; and
- b. mainly provides diagnostic, medical and surgical treatment for a fee to sick or injured persons (or has such treatment facility available on a prearranged, contractual basis); and
- c. has 24 hour nursing service by or under the supervision of a graduate registered nurse; and
- d. has at least one Physician on the staff who is on call at any time; and
- e. is accredited by the Joint Commission on Accreditation of Hospitals or the American Osteopathic Association, subject to the limitations in the paragraph below.

A hospital is not an institution or part of an institution that mainly provides rehabilitation, custodial, convalescent, nursing, extended or rest care.

Hospital Confinement: Admission to a Hospital and confinement as a resident bed patient due to an Injury or Sickness. The confinement must be on the advice of a Physician and be Medically Necessary. Confinement to an emergency room, outpatient treatment room, or observation unit for 48 hours or less is not considered a hospital confinement unless you remain in the emergency room, outpatient treatment room or observation unit until admission to the same Hospital as a resident bed patient.

Insured: The Primary Insured and any Insured Dependents shown on the Policy Schedule.

Insured Dependents: The insured dependents shown on the Policy Schedule.

Injury/Injured: Bodily injuries sustained which:

- a. are directly caused by an accident, independent of all other causes; and
- b. have not been specifically excluded by name or description in this Policy; and
- c. are not caused or contributed to by Sickness; and
- d. occur while this Policy is in force for You.

Material and Substantial Duties: Those duties normally required for the performance of Your Regular Occupation that cannot be reasonably omitted or modified.

Maximum Benefit Period: The longest period of time during which the Benefit could be payable. The Maximum Benefit Period is shown on the Policy Schedule.

Medically Necessary: The treatment, services or supplies necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based upon generally accepted medical standards.

Mental or Nervous Disorders: Any disorder (except Alzheimer's Disease and other organic senile dementia) classified in the most recent Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association. Such disorders regardless of cause include, but are not limited to bipolar affective disorder, depression, psychotic, emotional or behavioral disorder, or disorders relatable to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, these disorders will be those classified in the most recent diagnostic manual then in use by the American Psychiatric Association.

Monthly Base Earnings: Your monthly rate of earnings from Your employer in effect immediately prior to the date Total Disability begins. Overtime pay, bonuses, shift differential, expenses, allowances, and other fringe benefit or extra compensation You received or may be eligible to receive from Your employer are not included. Commissioned employee's earnings will be the average of the earnings for the lesser of 1) the preceding 24 months; or 2) the total time You have been employed with Your employer.

Other Income: Loss of income or disability benefits You receive or are eligible to receive that are provided under any: 1) state compulsory benefit act or law; or 2) Workers' Compensation Law; or 3) occupational disease law; or 4) other act or law with similar intent.

Part Time: Less than 27 hours per week.

Partially Disabled or Partial Disability: Partial disability must be due to a covered Injury or a covered Sickness. You are partially disabled if You:

- a. are able to perform at least one, but not all, of the Material and Substantial Duties of Your Regular Occupation or any other occupation on a Full-Time or Part-Time basis; or
- b. are able to perform all the Material and Substantial Duties of Your Regular Occupation or any other occupation on a Part-Time basis.

You must be under the Regular Care of a Physician. This does not apply if the Physician tells Us and We agree that Regular Care would be of no further benefit to You.

Physician: A person who:

- a. is operating within the scope of his/her license; and either
- b. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- c. is legally qualified as a medical practitioner and required to be recognized, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

A physician does not include a family member of the Insured. Family member means You, Your spouse, children, grandchildren, siblings, parents, grandparents, corresponding in-laws or other member of Your household.

Policy: The legal contract between You and Us. The policy, any application(s), the Policy Schedule(s) and any attached Riders, Amendments, or Endorsements make up the entire contract between You and Us.

Policy Anniversary: The yearly anniversary of the Policy Effective Date. The First Anniversary Date is shown on the Policy Schedule.

Policy Effective Date: This is the date coverage under this Policy begins. The policy effective date is shown on the Policy Schedule. It will be used to determine Premium due dates and anniversary dates. If an Insured is added to the Policy after the date listed on the Policy Schedule, the policy effective date for that Insured will be the date shown on the Endorsement added to this Policy.

Policy Schedule: Page 3 of this Policy.

Presumptive Disability: Presumptive disability must be due to a covered Injury or a covered Sickness. You have a presumptive disability if You suffer the total, permanent and irrecoverable loss of:

- a. speech; or
- b. hearing in both ears; or
- c. the sight of both eyes; or
- d. the use of both hands, or both feet or one hand and one foot.

You must be Employed when presumptive disability begins. Benefits for presumptive disability will not be paid if You are not Employed when the Disability begins. The ability to work will not matter. You are not required to be under the Regular Care of a Physician. Proof of presumptive disability will be required.

Primary Insured: The primary insured as indicated on the Policy Schedule.

Recurrent Disability: You become Disabled, cease from being Totally Disabled, then become Totally Disabled again from the same or related condition. The latter disability will be considered a recurrent disability.

Regular Care: You personally visit a Physician whose specialty or experience is the most appropriate to evaluate, manage or treat Your Injury or Sickness. The care and treatment You receive must be as frequent as is Medically Necessary.

Regular Occupation: The occupation You are routinely performing when Disability begins. We will look at the occupation as it is normally performed in the national economy, rather than how the work tasks are performed for a specific employer or in a specific location.

Sickness: Disease or illness, including pregnancy, which: 1) is diagnosed or treated while this Policy is in force for the Insured; and 2) does not result from Pre-existing Conditions as defined; and 3) has not been specifically excluded by name or description in this Policy.

Totally Disabled or Total Disability: Total disability must be due to a covered Injury or covered Sickness. You are totally disabled when You are: 1) unable to perform the Material and Substantial Duties of Your Regular Occupation during the Elimination Period and the following 2 years; thereafter, it means Your inability to perform the duties of any occupation for which You are reasonably suited by education, training or experience; and 2) not performing any work or service for pay.

Proof of total disability will be required. You must be under the Regular Care of a Physician. This does not apply if the Physician tells Us and We agree that Regular Care would be of no further benefit to You.

We, Our, the Company and Us: Refer to the company as indicated on the cover of this Policy.

You, Your and Yours: The Primary Insured as indicated on the Policy Schedule.

GENERAL AGREEMENT

We agreed to issue this Policy to You because:

- a. You paid the first Premium; and
- b. We relied on the answers in Your application.

Your application is attached. It is a part of Your Policy. This Policy is a legal contract between You and Us.

This Policy covers only You. The Riders cover You and the Insured Dependents. The Riders, if any, also cover any person added as an Insured after the Policy Effective Date. Any changes to the Policy will be shown by an amendment, Endorsement or Rider attached to this Policy.

The first Policy term begins at 12:00 PM, Standard time on the Policy Effective Date at the place You live. It ends at 12:00 PM, Standard time at the place You live, on the Policy Anniversary. You may then renew this Policy for the next term by paying Premiums when due. The renewal Premium for each term is due on the day the preceding term ends subject to the Grace Period.

PREMIUMS

All Premium due dates are determined from the Policy Effective Date.

Premiums for this Policy are due in advance of the term they are to cover.

You may pay Premiums on any billing mode We accept. The Policy will remain in force for the term for which Premiums are paid.

Change in Premium Rate: We have the right to change Premiums at any time. If We do change the Premiums, We will do so only:

- a. if We change the Premiums for all policies of this same form and issue age in Your state of issue; and
- b. if it is within the laws and regulations of Your state of issue; and
- c. if We give You 60 days notice in writing before such change becomes effective.

Any change in the Premium will be based on Your age and occupation class as of the Policy Effective Date.

Refund of Unearned Premium: Within 30 days of proof of death or cancellation of the Policy, We will refund any unearned Premium. Unearned Premium is any Premium paid for any period beyond the date death or cancellation occurred.

BENEFITS

The following are shown on the Policy Schedule:

- a. the Elimination Period for Disability due to: 1) an Injury; or 2) a Sickness; and
- b. the Maximum Benefit Period for a Disability (may differ at age 65) due to: 1) an Injury; or 2) a Sickness; and
- c. the Monthly Benefit for Disability due to: 1) an Injury; or 2) a Sickness; and
- d. the Monthly Benefit when Benefit Reduction Applies due to an Injury or Sickness.

Injury Disability Benefit

We will pay the Monthly Benefit for Disability (subject to the Benefit Reduction section) due to an Injury if:

- a. Total Disability due to an Injury continues beyond the Elimination Period (the Elimination Period does not apply to a Presumptive Disability); and
- b. the Injury: 1) occurred after the Policy Effective Date; and 2) occurred while this Policy was in force; and 3) was not subject to the Pre-Existing Conditions provision; and 4) has not been specifically excluded by name or description in this Policy; and
- c. You lose income due to such Total Disability.

If Disability begins more than 60 days after an Injury, Disability will be considered to be the result of a Sickness. The Injury must occur while this Policy is in force.

Benefits will be payable until the earliest of the following:

- a. the date You cease to be Totally Disabled (does not apply to a Presumptive Disability); or
- b. the date You fail to provide satisfactory proof of continued Total Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (does not apply to a Presumptive Disability); or
- d. the date the Maximum Benefit Period ends; or
- e. the date You die.

We will only pay up to the applicable Maximum Benefit Period for any one Disability. The Maximum Benefit Period At Age 65 may differ.

Sickness Disability Benefit

We will pay the Monthly Benefit for Disability (subject to the Benefit Reduction section) due to a Sickness if:

- a. Total Disability due to a Sickness continues beyond the Elimination Period (the Elimination Period does not apply to a Presumptive Disability); and
- b. the Sickness: 1) begins after the Policy Effective Date; and 2) begins while this Policy is in force; and 3) was not subject to the Pre-Existing Conditions provision; and 4) has not been specifically excluded by name or description in this Policy; and
- c. You lose income due to such Total Disability.

If Disability begins more than 60 days after an Injury, Disability will be considered to be the result of a Sickness. The Injury must occur while this Policy is in force.

Benefits will be payable until the earliest of the following:

- a. the date You cease to be Totally Disabled (does not apply to a Presumptive Disability); or
- b. the date You fail to provide satisfactory proof of continued Total Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (does not apply to a Presumptive Disability); or
- d. the date the Maximum Benefit Period ends; or
- e. the date You die.

We will only pay up to the applicable Maximum Benefit Period for any one Disability. The Maximum Benefit Period At Age 65 may differ.

Benefit Reduction

Your Benefit may differ if You receive or are eligible to receive any Other Income . Other Income must be for the same period You are entitled to a Monthly Benefit for Disability due to an Injury or Sickness. The Benefit You will receive is shown on the Policy Schedule as the Monthly Benefit When Benefit Reduction Applies.

We have the right to require reasonable proof of Other Income You receive or are eligible to receive during any month of Disability. We have the right to recover from You any amount of Benefits overpaid as a result of a retroactive award of Other Income Benefits.

Partial Disability Benefit

We will pay a Partial Disability Benefit if:

- a. You have received Total Disability Benefits under this Policy for at least 2 consecutive months; and
- b. You are Partially Disabled the day following the date Total Disability ended; and
- c. Partial Disability is the result of the same Injury or Sickness which caused the Total Disability; and
- d. Your earnings are not greater than 80% of Your Monthly Base Earnings.

The Partial Disability Benefit will be the lesser of: 1) 50% of the Monthly Benefit for Disability that You were eligible to receive during the prior month before Partial Disability began; or 2) the difference between Your current earnings and Your Monthly Base Earnings. The Partial Disability Benefit will be payable for a maximum period of 3 months. The combined period of time Benefits are payable for Total Disability and Partial Disability will not exceed the Maximum Benefit Period. The Maximum Benefit Period At Age 65 may differ.

The Partial Disability Benefit will be paid until the earliest of:

- a. the date You cease to be Partially Disabled; or
- b. the date You fail to provide satisfactory proof of continued Partial Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (Limitations & Exclusions); or
- d. the date the Maximum Benefit Period ends; or
- e. 3 months; or
- f. the date Your earnings are greater than 80% of Your Monthly Base Earnings; or
- g. the date You die.

We can require that You send Us appropriate financial records to prove Your income during the time You are Partially Disabled.

Maximum Benefit Period At Age 65

The Maximum Benefit Period for any new Disability that begins after age 65 will be the lesser of Your current Maximum Benefit Period or 12 months.

Total, Presumptive or Partial Disability Benefit for Part of a Month

If a Benefit is payable for less than a full month, We will pay one-thirtieth of the applicable Benefit for each day of Total, Presumptive or Partial Disability.

When a Recurrent Disability Becomes a New Disability

A Recurrent Disability will be treated as the same Disability unless the requirements of the paragraph below are met. This means the Elimination Period and Maximum Benefit Period for Disability in the Policy will not start over. Any Recurrent Disability caused by a Pre-existing Condition will be treated as the same Disability.

The only time a Recurrent Disability is treated as a new Total Disability is if You have returned to work for six months or more. During this time, You must have been working the lesser of: 1) the same number of hours You were working before the first Total Disability for the same or related condition; or 2) Full-Time. The Elimination Period and Maximum Benefit Period will start over for a new Total Disability.

A Recurrent Disability caused by a Presumptive Disability will never be classified as a new Disability. It will always be considered as the same Disability even if the requirements of the above paragraph are met.

Concurrent Disability

We will pay Benefits for only one Disability at a time even if it results from more than one cause. If Disability results from more than one cause, it will be considered the same Disability. You will be entitled to only one Benefit.

Survivor Benefit

If You die while receiving Disability Benefits for at least 6 consecutive months, We will pay a Survivor Benefit. The Survivor Benefit will be a lump sum of 6 times the Disability Benefit You are eligible for the calendar month before death. The Survivor Benefit will be paid to Your designated beneficiary or to Your estate if a beneficiary is not named.

Waiver of Premiums

After You have received Benefits for Total or Presumptive Disability for 90 consecutive days, We will waive future Premiums. We will waive the Premium as long as You are receiving Benefits for Total, Presumptive or Partial Disability. However, We will not waive Premiums beyond the Maximum Benefit Period.

LIMITATIONS & EXCLUSIONS

PART I.

This Policy (including any Rider(s) attached) does not cover losses sustained while, caused by, contributed to, or resulting from:

- a. being legally intoxicated as defined by state law where the loss occurred or being under the influence of any narcotic unless administered on the advice of a Physician; or
- b. alcoholism or drug addiction; or
- c. attempted suicide while sane or insane or intentionally self-inflicted Injury; or
- d. Mental or Nervous Disorders; or
- e. being exposed to war or any act of war, declared or undeclared or while serving in the armed forces; or
- f. engaging in an illegal activity; or
- g. participation in any form of aviation other than as a fare-paying passenger in a fully licensed passenger carrying aircraft; or
- h. voluntary inhalation of gas; or
- i. mountaineering, sky diving, hang gliding or bungee jumping; or
- j. riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- k. conditions specifically excluded by amendment or Endorsement; or
- l. any Pre-Existing Conditions as defined in this Policy.

PART II.

This Policy (including any Rider(s) attached) does not pay Benefits for:

- a. care that is primarily for: 1) rest; or 2) convalescence; or 3) rehabilitation; or
- b. treatment which is rendered outside the United States, its possessions, or Canada, except for emergency care for acute onset of Sickness or Injury sustained while traveling for business or pleasure; or
- c. Total or Partial Disability while You are outside of the United States, its possessions, or Canada; or
- d. Dental Treatment or plastic surgery for cosmetic purposes. This exclusion does not apply if the treatment or surgery is: (1) due to an Injury; or (2) to restore normal bodily functions; or
- e. Total or Presumptive Disability that begins while not Employed.

We will not pay Benefits for any period the Insured is incarcerated in any type of penal institution.

PRE-EXISTING CONDITIONS

This Policy and any attached Rider(s) do not cover pre-existing conditions whether disclosed in the application or not for any loss that occurs during the first 12 months beginning on the date the person becomes an Insured under this Policy or Rider. Any Disability resulting from a pre-existing condition will not be covered if it begins during the first 12 months after the Policy Effective Date. Refer to When a Recurrent Disability Becomes a New Disability section for a Recurrent Disability from a pre-existing condition.

By a pre-existing condition, We mean a condition for which a Physician prescribed, recommended or gave to the Insured during the 12 months before the Insured's Policy/Rider Effective Date: 1) treatment; or 2) medical advice; or 3) consultation; or 4) diagnosis or diagnostic tests; or 5) medication.

Childbirth (including cesarean) within 300 days of the date the person becomes an Insured under this Policy or Rider will be considered a pre-existing condition.

Conditions specifically named or described as excluded in any part of this Policy are never covered.

MILITARY SERVICE

If You enter full time, active duty in the military service, You may suspend this Policy. However, You may not suspend the Policy during active military duty or training lasting three months or less. The Policy will not be in force while it is suspended, and You will not have to pay any Premiums. We need Your written request to suspend the Policy. We will refund the pro-rata portion of any Premium paid for a period beyond the date We receive Your request.

If Your full time active duty in military service ends before Your 65th birthday, You may place this Policy back in force without evidence of insurability. Your coverage will start again when:

- a. We receive Your written request; and
- b. You have paid the pro-rata Premium for coverage until the next Premium due date.

We must receive Your request and Premium payment within 90 days after the date Your active duty service in the military ends. Premiums will be at the same rate they would have been had Your Policy remained in force. The Policy will not cover any loss due to Injury or Sickness that occurs while the Policy is suspended. In all other respects, You and We will have the same rights under the Policy as before it was suspended.

If Your active duty ends after Your 65th birthday, this Policy cannot be reinstated.

TERMINATION

This Policy will end on the earliest of:

- a. the date You fail to pay Premiums within Your Grace Period; or
- b. the date You die; or
- c. the Policy Anniversary date after You turn age 70; or
- d. the date You notify Us in writing to end this Policy.

All coverage under this Policy and any attached Rider(s) will terminate when this Policy ceases to be in force.

Coverage for an Insured Dependent will end on the date such Insured ceases to be an Eligible Dependent Child or Eligible Spouse.

When an Insured Dependent's coverage ends, We will:

- a. refund any Premium accepted for the period the Insured is not eligible; and
- b. consider any claim that began before the insurance ended; and
- c. allow a conversion policy as set forth in the Conversion Privilege provision of this Policy.

ELIGIBILITY AND ADDITION OF PERSONS

THE DISABILITY INCOME COVERAGE IS FOR THE PRIMARY INSURED ONLY. Your Insured Dependents are only covered under any Riders attached to this Policy. Your spouse and any children who qualify as an Eligible Dependent Child or Eligible Spouse may be added to Riders attached to this Policy. To add a person (other than a newborn or adopted child) to this Policy after the Policy Effective Date, You must:

- a. make written application to Us; and
- b. furnish proof that the person is insurable by Our underwriting standards; and
- c. pay the additional Premium due for that person. The first Premium for the person to be added will be determined from the effective date of his/her coverage. The person added will be subject to the Pre-Existing Conditions provision of the Policy commencing as of their coverage effective date.

Any child born to You while this Policy is in force will be insured from the moment of birth for 90 days. A child placed with You for adoption after the Policy Effective Date will be covered for a period of 31 days from the earlier of: (1) the date the petition is filed for adoption; or (2) the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the minor. Coverage and Benefits for the child on the Riders will be the same as those that are provided for Eligible Dependent Children, if none then Eligible Spouse. If there are no other Insured Dependents, then the coverage and Benefits on the Riders for the child will be the same as for You.

The Pre-Existing Conditions provision of this Policy is waived for the newborn or adopted child. Coverage for a child placed for the purpose of adoption will end if the adoption is stopped prior to legal adoption.

Without Eligible Dependent Children coverage: To continue coverage for the newborn or adopted child, You must: (1) notify Us in writing; and (2) pay the Premium for the child within 90 days from the date of birth, or 60 days from the date the petition for adoption is filed. Premiums for the child will be prorated to the next Premium due date of this Policy. If We are not notified and the required Premium is not paid, the coverage for the child will end.

With Eligible Dependent Children coverage: Notify Us in writing as soon as possible to be sure that: 1) the child is properly enrolled; and 2) coverage is in place. A newborn child will be covered from the moment of birth. An adopted child will be covered from the earlier of: (1) the date of placement for the purpose of adoption; or (2) the date of the entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

CONVERSION PRIVILEGE

When a Dependent Child ceases to be an Eligible Dependent Child, coverage can be converted to a new policy. We must receive a written application. The required Premium must be paid within 31 days after the date their coverage is to end. The new policy will:

- a. be issued without evidence of insurability; and
- b. be a policy form We offer ; and
- c. be most similar to but not greater than the Eligible Dependent Child's coverage in this Policy; and
- d. exclude any conditions that were excluded in this Policy for such Insured; and
- e. cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Dependent Child ended under this Policy. The Premium will be based on the rates in effect for that person's age and state of residency at time of conversion.

If You Die or if You and Your Eligible Spouse become Divorced, Your Eligible Spouse may convert their existing coverage to a new policy. Written application for the policy must be made to Us within 60 days of Your death or entry of the order of divorce. The required Premium must be paid within 60 days after the date this coverage is to end. The new policy will:

- a. be issued without evidence of insurability; and
- b. be a policy form We offer for conversion; and
- c. be not greater than the Eligible Spouse's coverage in this Policy; and
- d. exclude any conditions that were excluded in this Policy for such Insured; and
- e. cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Spouse ended under this Policy. The Premium will be based on the rates in effect for that person's age and state of residency at time of conversion.

At the option of the Eligible Spouse, any Eligible Dependent Children covered under this Policy (for whom the Eligible Spouse has the obligation of support) may also be converted to the new policy. Said conversion is subject to the same conditions as the Eligible Spouse's conversion.

GENERAL PROVISIONS

Cancellation by the Insured: You may cancel this Policy at any time by giving written notice to the Company. We will cancel this Policy upon receipt of such notice or on a later date if specified in the notice. The Company will return any unearned Premium paid. The unearned Premium will be computed on a pro-rata basis. Cancellation will be without prejudice to any claim that began prior to the effective date of cancellation.

Change of Beneficiary: You may change Your beneficiary at any time by giving Us notice in writing. The consent of the beneficiary is not required for this or any other change to the Policy, unless the beneficiary is irrevocable.

Claim Forms: Upon receipt of a Notice of Claim, We will send You claim forms for filing Proof of Loss. If We do not send these forms to You within 15 days after You notify Us, You will have complied with Proof of Loss requirements if You give to Us within 90 days a written statement of the nature and extent of the loss. The written statement must include verification by a Physician that such Insured suffered a loss as defined in this Policy.

Entire Contract: This Policy, the application, any attached Rider(s), Amendments and Endorsements are the entire contract between You and Us. In the absence of fraud, all statements made in any application are considered representations and not warranties. No such statement unless it is contained in the written application will: (1) void the Policy; or (2) reduce the Benefits; or (3) be used in defense of a claim.

Only Our officer may change this Policy in whole or part. No change will be valid unless it is: 1) made in writing; and 2) signed by such officer; and 3) attached to this Policy. No other person, including an agent, may change this Policy or waive any of its provisions.

Fraudulent Misstatements: If You make a fraudulent misstatement in the application for this Policy, We may deny any claim or void the Policy at any time.

Grace Period: This Policy has a 31-day grace period. This means that if a Premium (other than the first) is not paid on or before the date it is due, it must be paid during the next 31 days after it is due or coverage will end. During the grace period the Policy will stay in force.

Legal Action: No legal action may be brought to recover on this Policy until 60 days after You send Us written Proof of Loss. No such action may be brought after 3 years from the time We require written Proof of Loss.

Misstatement of Age: If the age of an Insured has been misstated on the application, the Benefits will be those that the Premium paid would have bought at the correct age. If an Insured's age was overstated, We will refund any excess Premium if We are notified of this fact. Our liability will be limited to the refund of the Premium paid for the term not covered by the Policy if:

- a. as the result of misstatement of the age of an Insured, We accept Premiums for a term beyond the date the coverage would have ceased; or
- b. according to the correct age the coverage would not have become effective for any reason.

Notice of Claim: Written notice of claim must be given to Us within 90 days after a covered loss. If You cannot meet this deadline, You must give proof as soon as is reasonably possible. Notice can be given to: 1) Us at Our Administrative Office; or 2) any authorized agent of the Company. Notice should include the name of the Insured and this Policy Number.

Payment of Claims: Loss of life Benefits, if any, will be paid to the last designated beneficiary shown in Our records. If no beneficiary designation is then in effect, the Benefits will be paid to You or Your estate. All other Benefits will be paid to You. If any accrued Benefits payable to You are unpaid when You die, We may pay them to Your estate or to Your beneficiary. If Benefits are payable to Your estate or to a minor or other person not competent to give a valid release, We may pay such Benefit, up to \$1,000, to any relative by blood or marriage to You who is deemed by Us as entitled to such Benefits.

If We made a payment in good faith under this provision, We will be released from liability to the extent of the payment.

Physical Examination and Autopsy: We can require an Insured to have an examination as often as necessary while a claim is pending. The examination may include: 1) a functional capacity examination; or 2) psychiatric examination; or 3) any tests that are reasonably necessary for the condition at such time. We reserve the right to select the examiner. We will pay for the examination. We can require an autopsy at Our expense in the event of an Insured's death, unless prohibited by the law of the state in which the Insured lived.

Proof of Loss: Written proof of loss must be furnished to Us at Our Administrative Office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time. Proof must be sent as soon as reasonably possible and except in the absence of legal capacity, no later than 1 year from the time proof is otherwise required. We have the right to request records as may be reasonably necessary to determine if any Benefits are payable under this Policy.

Reinstatement: If a Premium is not paid before the Grace Period ends, this Policy will lapse. If We accept the Premium without requiring an application for reinstatement, this Policy will be reinstated.

Once the Policy has lapsed, We require a reinstatement form or a new application to reinstate a Policy. If We approve the application, the Policy will be reinstated with a new Policy Effective Date. If We do not notify You that We have disapproved the reinstatement application, the Policy will be reinstated on the 45th day after the date We receive such application.

The reinstated Policy will cover only losses that result from: (1) an Injury that occurs after the date of reinstatement; or (2) a Sickness that starts more than 10 days after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Policy.

After the reinstated Policy has been in force for 2 years from the date of reinstatement, We cannot cancel or deny Benefits because of any misstatement, except Fraudulent Misstatements, made by You in the reinstatement application.

Any Premiums We accept for a reinstatement will be applied to a period for which Premiums have not been paid. No Premiums will be applied to any period more than 60 days before the reinstatement date.

Right to Review Records: We have the right to review any records that may apply to Your claim.

Time Limit on Certain Defenses: After the Policy has been in force for 2 years from the Policy Effective Date, We cannot cancel or deny Benefits because of any misstatement, except Fraudulent Misstatements, made by You in the application for the Policy.

If a Rider is added after the Policy Effective Date, We cannot cancel or deny Benefits because of a misstatement, except Fraudulent Misstatements, made by You in the application after the Rider has been in force for 2 years from the Rider's Effective Date.

After the coverage has been in force beyond the Pre-Existing Conditions period, We will pay Benefits for any Pre-Existing Conditions not specifically excluded by name or description in the Policy, Rider or Endorsement.

Time of Payment of Claims: We will pay the Benefits then due upon receipt of written Proof of Loss and Our approval of Your claim.

Unpaid Premium: When a claim is paid, any Premiums due and unpaid may be deducted from the claim payment.

Conformity with State Statutes: Any provision of this Policy that on the Policy Effective Date is in conflict with the statutes of the state in which it was issued is amended to conform to the minimum requirements of such statutes.

DISABILITY INCOME POLICY

**GUARANTEED RENEWABLE TO AGE 70
SUBJECT TO OUR RIGHT TO CHANGE PREMIUMS.**

IMPORTANT NOTICE

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT OUR ADMINISTRATIVE OFFICE WITHIN 10 DAYS. THE APPLICATION IS A PART OF THIS POLICY. THE POLICY WAS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.

PROFESSIONAL INSURANCE COMPANY

Home Office: Frisco, TX 75034
Administrative Office: 175 Addison Road, Windsor, CT 06095
800-289-1122

FIRST HOSPITAL CONFINEMENT RIDER

Rider Effective Date: _____
(If other than the Policy Effective Date)

PLEASE READ THIS RIDER CAREFULLY.

This Rider is effective as of the Policy Effective Date unless a different Rider Effective Date is shown above.

This Rider is made a part of the Policy to which it is attached. This Rider is issued in consideration of the application and receipt of the first Premium. All Definitions, Provisions, Limitations and Exceptions of the Policy apply to this Rider, except as modified by this Rider. Where there is a conflict between this Rider and the Policy, the provisions of this Rider will control.

DEFINITIONS

Calendar Year: The period starting on the Policy Effective Date and ending on December 31 of the same year. From then on, it is the period starting on January 1 and ending on December 31.

First Hospital Confinement: The first Period of Confinement in a Calendar Year for an Insured. No other Period of Confinement during a Calendar Year will be considered a First Hospital Confinement.

Injury/Injured: Bodily injuries sustained which:

- a. are directly caused by an accident, independent of all other causes; and
- b. have not been specifically excluded by name or description in this Policy; and
- c. are not caused or contributed to by Sickness; and
- d. occur while this Policy is in force for You.

Losses that occur after the Pre-existing Condition provision has been satisfied will be covered for an Injury that occurred before the date the person becomes an Insured under this Rider unless the Injury has been specifically excluded by name or description within the Policy or Rider.

Period of Confinement: One continuous Hospital Confinement or several Hospital Confinements for the same or a related cause, which are separated by less than 60 days. Each Hospital Confinement must begin while this Rider is in force for the Insured.

Sickness: Disease or illness, including pregnancy, which: (1) is diagnosed or treated while this Rider is in force for the Insured; and (2) does not result from Pre-existing Conditions as defined; and (3) has not been specifically excluded by name or description in the Policy or this Rider.

BENEFITS

We will pay the Benefit Amount for an Insured's First Hospital Confinement. Before Benefits are payable, the Hospital Confinement must:

- a. be due to Injury or Sickness; and
- b. begin while this Rider is in force for the Insured; and
- c. be at the direction of and under the supervision of a Physician.

The Benefit Amount is listed on the Schedule in this Rider. The Benefit Amount will be the amount next to the total number of days of Hospital Confinement during the Period of Confinement. Benefits for the Rider will be limited to the First Hospital Confinement each Calendar Year for each Insured. The Benefit Amount is not a cumulative benefit and will not exceed \$5,000 for each Insured for each Calendar Year.

SCHEDULE

<u>Total Days of Hospital Confinement</u>	<u>Benefit Amount</u>
One	\$ 500
Two	\$1,000
Three	\$2,000
Four	\$3,000
Five	\$4,000
Six	\$5,000

TERMINATION

This Rider ends on the earlier of the date:

- a. Your coverage terminates under the Policy to which this Rider is attached; or
- b. any Premium for this Rider is not paid before the end of the Grace Period; or
- c. You give Us a written request to end this Rider.

Coverage for an Insured Dependent will end under this Rider when such Insured ceases to be an Eligible Dependent Child or Eligible Spouse, as defined in the Policy.

PREMIUMS

While this Rider is in force, Premiums are due based on the terms of the Policy to which this Rider is attached.

We reserve the right to change the Premiums for this Rider. We may change the Premiums if:

- a. We change the Premiums for all riders of this same form and issue age in Your state of issue; and
- b. such change complies with the laws and regulations of Your state of issue; and
- c. We give You 60 days written notice before such change becomes effective.

Other than as stated above, this Rider shall not alter, waive or extend any other provisions of the Policy to which this Rider is attached.



Secretary

PROFESSIONAL INSURANCE COMPANY

Home Office: Frisco, TX 75034
Administrative Office: 175 Addison Road, Windsor, CT 06095
800-289-1122

DISABILITY INCOME POLICY FORM HPDI2009 OUTLINE OF COVERAGE

DISABILITY RESULTING FROM A PRE-EXISTING CONDITION WILL NOT BE COVERED IF IT BEGINS DURING THE FIRST 12 MONTHS AFTER THE POLICY EFFECTIVE DATE.

(Retain This For Your Records)

READ YOUR POLICY CAREFULLY- This outline of coverage provides a very brief description of the important features of Your Policy. This is not the insurance contract. Only the actual Policy provisions will control. The Policy itself sets forth in detail the rights and obligations of both You and Your insurance company. It is, therefore, important that You **READ YOUR POLICY CAREFULLY!**

RENEWABILITY

This Policy is guaranteed renewable to age 70. You may renew this Policy until the Policy Anniversary date on or after Your 70th birthday if You pay the Premium when due or within the Grace Period.

DISABILITY INCOME COVERAGE - Your Policy is designed to provide coverage for disabilities that result from covered Injuries or covered Sicknesses subject to any limitations in Your Policy. It does not provide coverage for basic hospital, basic medical-surgical or major medical expenses unless added by Rider.

POLICY BENEFITS

DISABILITY DUE TO AN INJURY FOR THE PRIMARY INSURED

ELIMINATION PERIOD: _____ DAYS

MAXIMUM BENEFIT PERIOD: _____

MONTHLY BENEFIT FOR DISABILITY: \$ _____

MONTHLY BENEFIT WHEN BENEFIT REDUCTION APPLIES: \$ _____

DISABILITY DUE TO A SICKNESS FOR THE PRIMARY INSURED

ELIMINATION PERIOD: _____ DAYS

MAXIMUM BENEFIT PERIOD: _____

MONTHLY BENEFIT FOR DISABILITY: \$ _____

MONTHLY BENEFIT WHEN BENEFIT REDUCTION APPLIES: \$ _____

Disability Benefit: All Benefits are subject to the terms of this Policy. We will pay You the Monthly Benefit for Disability if You are disabled due to a covered Injury or Sickness. This Benefit may be subject to the Benefit Reduction. Total Disability must continue beyond the Elimination Period for Benefits to be paid. Benefits are not paid during the Elimination Period.

Benefits will be payable until the earliest of the following:

- a. the date You cease to be Totally Disabled (does not apply to a Presumptive Disability); or
- b. the date You fail to provide satisfactory proof of continued Total Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (does not apply to a Presumptive Disability); or
- d. the date the Maximum Benefit Period ends; or
- e. the date You die.

We will only pay up to the Maximum Benefit Period for any one Disability. The Maximum Benefit Period At Age 65 may differ.

We will pay a Partial Disability Benefit if:

- a. You have received Benefits under this Policy for at least 2 consecutive months; and
- b. You are Partially Disabled the day following the date Total Disability ended; and
- c. it is the result of the same Injury or Sickness which caused the Total Disability; and
- d. Your earnings are not greater than 80% of Your Monthly Base Earnings.

This Benefit will be the lesser of: 1) 50% of the Monthly Benefit for Disability that You were eligible to receive during the prior month before Partial Disability began; or 2) the difference between Your current earnings and Your Monthly Base Earnings. This Benefit will be paid for no more than 3 months. Benefits for Total and Partial Disability will not be paid beyond the Maximum Benefit Period. The Maximum Benefit Period At Age 65 may differ.

The Partial Disability Benefit will be paid until the earliest of:

- a. the date You cease to be Partially Disabled; or
- b. the date You fail to provide satisfactory proof of continued Partial Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (Limitations & Exclusions); or
- d. the date the Maximum Benefit Period ends; or
- e. 3 months; or
- f. the date Your earnings are greater than 80% of Your Monthly Base Earnings; or
- g. the date You die.

Benefit Reduction: Your Benefit may differ if You are disabled due to an Injury or Sickness and are eligible to receive Other Income. Other Income is defined in the Policy. Other Income must be for the same period You are entitled to a Benefit. The Benefit You will receive is the Monthly Benefit When Benefit Reduction Applies.

Maximum Benefit Period At Age 65: This will be the lesser of Your current Maximum Benefit Period or 12 months. This is for any new Disability that begins after age 65.

Survivor Benefit: This Benefit will be paid if You die while receiving Benefits. You must have received Disability Benefits for at least 6 straight months. The Benefit will be a lump sum of 6 times the Disability Benefit You are eligible for the calendar month before death. This Benefit will be paid to Your named beneficiary. If you have not named a beneficiary, it will be paid to Your estate.

Waiver of Premiums: After You have received Benefits for 90 straight days, We will waive future Premiums. Premiums will not be waived beyond the Maximum Benefit Period.

PRE-EXISTING CONDITIONS

This Policy and any attached Rider(s) do not cover pre-existing conditions whether disclosed in the application or not for any loss that occurs during the first 12 months beginning on the date the person becomes an Insured under this Policy or Rider. Any Disability resulting from a pre-existing condition will not be covered if it begins during the first 12 months after the Policy Effective Date.

By a pre-existing condition, We mean a condition for which a Physician prescribed, recommended or gave to the Insured during the 12 months before the Insured's Policy/Rider Effective Date: 1) treatment; or 2) medical advice; or 3) consultation; or 4) diagnosis or diagnostic tests; or 5) medication.

Childbirth (including cesarean) within 300 days of the date the person becomes an Insured under this Policy or Rider will be considered a pre-existing condition.

Conditions specifically named or described as excluded in any part of this Policy are never covered.

LIMITATIONS & EXCLUSIONS

PART I.

This Policy (including any Rider(s) attached) does not cover losses sustained while, caused by, contributed to, or resulting from:

- a. being legally intoxicated as defined by state law where the loss occurred or being under the influence of any narcotic unless administered on the advice of a Physician; or
- b. alcoholism or drug addiction; or
- c. attempted suicide while sane or insane or intentionally self-inflicted Injury; or
- d. Mental or Nervous Disorders; or
- e. being exposed to war or any act of war, declared or undeclared or while serving in the armed forces; or
- f. engaging in an illegal activity; or
- g. participation in any form of aviation other than as a fare-paying passenger in a fully licensed passenger carrying aircraft; or
- h. voluntary inhalation of gas; or
- i. mountaineering, sky diving, hang gliding or bungee jumping; or
- j. riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- k. conditions specifically excluded by amendment or endorsement; or
- l. any Pre-Existing Conditions as defined in this Policy.

PART II.

This Policy (including any Rider(s) attached) does not pay Benefits for:

- a. care that is primarily for: 1) rest; or 2) convalescence; or 3) rehabilitation; or
- b. treatment which is rendered outside the United States, its possessions, or Canada, except for emergency care for acute onset of Sickness or Injury sustained while traveling for business or pleasure; or
- c. Total or Partial Disability while You are outside of the United States, its possessions, or Canada; or
- d. Dental Treatment or plastic surgery for cosmetic purposes. This exclusion does not apply if the treatment or surgery is: (1) due to an Injury; or (2) to restore normal bodily functions; or
- e. Total or Presumptive Disability that begins while not Employed.

We will not pay Benefits for any period the Insured is incarcerated in any type of penal institution.

OPTIONAL RIDERS

BUILDING BENEFIT RIDER – FORM HRBB

This Rider is is not included. This Rider increases the Maximum Benefit Period that Benefits could be paid. The increase is based on the number of years the Rider has been in force.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER - FORM HRADD

We will pay \$_____ if You, \$_____ if Your covered Spouse or \$_____ if Your covered Child (ren) sustain(s) a covered Injury that results in death or multiple dismemberments. Losses must occur within 90 days of the covered Injury. The Benefit will be doubled if death results from an Injury while a fare-paying passenger in a common carrier. We will pay one-half of the Benefit for a single dismemberment. The total amount We will pay for all losses will not exceed the Benefit for such Insured. The only exception is if death results from a common carrier accident, We will pay twice the Benefit for such Insured.

EMERGENCY ACCIDENT RIDER - FORM HREA

This Rider will pay \$_____ if a covered Insured is Injured and requires Emergency Care by a Physician. Treatment must be: (1) rendered in an emergency room of a Hospital or in a Physician's office; and (2) received within 72 hours of the Injury. Benefits are limited to 4 treatments per Insured in a Calendar Year, with the exception of covered Children. The Benefits for covered Children, not for each covered child, are limited to a combined total of 4 different treatments each Calendar Year.

FIRST HOSPITAL CONFINEMENT RIDER - FORM HRFHC

This Rider is is not included. We will pay the Benefit for a covered Insured's First Hospital Confinement. The Benefit is listed on the Schedule. The Benefit will be the amount next to the total number of days of Hospital Confinement. Benefits for the Rider will be limited to the First Hospital Confinement each Calendar Year for each Insured. The Benefit is not a cumulative benefit. The Benefit will not exceed \$5,000 for each covered Insured for each Calendar Year.

SCHEDULE

<u>Total Days of Hospital Confinement</u>	<u>Benefit Amount</u>
One	\$ 500
Two	\$1,000
Three	\$2,000
Four	\$3,000
Five	\$4,000
Six	\$5,000

First Hospital Confinement: The first Period of Confinement in a Calendar Year for an Insured. No other Period of Confinement during a Calendar Year will be considered a First Hospital Confinement.

HOSPITAL INJURY INDEMNITY RIDER - FORM HRHI

This Rider provides \$_____ for each day of Hospital Confinement. The confinement must be the result of an Injury to a covered Insured. The maximum number of days we will pay is 365.

HOSPITAL INDEMNITY RIDER - FORM HRH

This Rider provides \$_____ for each day of Hospital Confinement. The confinement must be the result of an Injury or Sickness to a covered Insured. The maximum number of days we will pay is 365.

OUTPATIENT SICKNESS RIDER - FORM HROS

This Rider will pay \$_____ if a covered Insured receives treatment due to a Sickness. Treatment must be in an out-of-Hospital facility or a Hospital emergency room. Treatment must be by a Physician. Benefits are limited to 4 different Sicknesses per Insured each Calendar Year, with the exception of covered Children. The Benefits for covered Children, not for each covered child, are limited to a combined total of 4 different Sicknesses each Calendar Year.

SPECIFIED INJURY RIDER - FORM HRSI

This Rider is is not included. If a covered Insured is Injured, We will pay a specific amount as indicated within the Rider for: (1) Appliances; (2) Ambulance (3) Blood/Plasma; (4) Burns; (5) Dislocation; (6) Eye Injuries; (7) Fractures; (8) Ruptured Disk; (9) Tendons/Ligaments; (10) Torn Knee Cartilage; and (11) Gunshot Wound (for You only).

LIMITATIONS AND EXCLUSIONS

The following are added to the list of Limitations and Exclusions contained in the Policy for this Rider:

- a. riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- b. driving a car or any other licensed vehicle on a highway without a valid operator's license; or
- c. mountaineering, sky diving, hang gliding or bungee jumping; or
- d. Insured Dependent(s) practicing for or participating in any high school, college, semi-professional or professional competitive athletic contest. This does not apply to intramural sports.

Sickness is not covered under this Rider.

PREMIUMS

All Premium due dates are determined from the Policy Effective Date. The first Premium is due before We deliver the Policy. All other Premiums are due in advance of the term they are to cover. The Policy has a 31-day Grace Period. You may pay Your renewal Premiums during this time. During this time, the Policy will stay in force.

We reserve the right to change Premiums at any time. If We do change the Premiums, We will do so only:

- (1) if We change the premiums for all policies of this same form and issue age in Your state of issue; and
- (2) if it is within the laws and regulations of Your state of issue; and
- (3) if We give you 60 days notice in writing before such change becomes effective.

Any change in the Premium will be based on Your age and occupation class on the Policy Effective Date.

The premium for Policy HPDI2009 is as follows:

MONTHLY \$ _____ ANNUAL \$ _____

Total Premium for Optional Riders:

MONTHLY \$ _____ ANNUAL \$ _____

Total Amount of Premium:

MONTHLY \$ _____ ANNUAL \$ _____

SERFF Tracking Number: SNLF-126042985 *State:* Arkansas
Filing Company: Professional Insurance Company *State Tracking Number:* 41774
Company Tracking Number: PIC DI 2009
TOI: H111 Individual Health - Disability Income *Sub-TOI:* H111.006 Short Term - Related to marketing with
employer or association groups

Product Name: Individual DI
Project Name/Number: PIC DI 2009/

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>SNLF-126042985</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Professional Insurance Company</i>	<i>State Tracking Number:</i>	<i>41774</i>
<i>Company Tracking Number:</i>	<i>PIC DI 2009</i>		
<i>TOI:</i>	<i>H111 Individual Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H111.006 Short Term - Related to marketing with employer or association groups</i>
<i>Product Name:</i>	<i>Individual DI</i>		
<i>Project Name/Number:</i>	<i>PIC DI 2009/</i>		

Supporting Document Schedules

Satisfied -Name:	Flesch Certification	Review Status:	Approved-Closed	03/17/2009
Comments:				
Attachment:	STD-1A CERT OF COMP (2 Forms).pdf			
Bypassed -Name:	Application	Review Status:	Approved-Closed	03/17/2009
Bypass Reason:	N/A			
Comments:				
Satisfied -Name:	Outline of Coverage	Review Status:	Approved-Closed	03/17/2009
Comments:	Please see Form Schedule Tab			
Satisfied -Name:	Description of Form Changes	Review Status:	Approved-Closed	03/17/2009
Comments:				
Attachment:	Desc of Changes.pdf			

CERTIFICATE OF COMPLIANCE

This is to certify that the text of the submitted forms has achieved a Flesch reading ease score that meets your department's requirements.

<u>Form</u>	<u>Flesch Score</u>
HPDI2009	46.3
HRFHC 1-09	47.5

PROFESSIONAL INSURANCE COMPANY

Linda W. Murphy

Linda W. Murphy
Policy Form Filing Officer

**DESCRIPTION OF FORM CHANGES
INDIVIDUAL DISABILITY INCOME POLICY FORMS**

New Individual Disability Income policy form **HPDI2009-AR** differs from its previously approved form **HPDI2002 AR 1-02** in the following respects only.

Page	Changes
1	<ul style="list-style-type: none"> • New Home Office and Administrative Office Addresses • New President Signature
3	<ul style="list-style-type: none"> • Disability Due to Sickness has been amended to reflect a Benefit Reduction provision applies to a disability due to Sickness
5	<ul style="list-style-type: none"> • Definition of Hospital Confinement has been revised
8	<ul style="list-style-type: none"> • First paragraph, item d. has been amended to include “or Sickness” • Injury Disability Benefit has been amended to include item c. requiring a loss of income for a benefit to be payable • First sentence of Sickness Disability Benefit has been amended to include reference to application of Benefit Reduction provision • Sickness Disability Benefit has been amended to include item c. requiring a loss of income for a benefit to be payable • Deleted paragraph providing coverage from first day of hospital confinement
9	<ul style="list-style-type: none"> • Amended Benefit Reduction provision to include “or Sickness”
11	<ul style="list-style-type: none"> • Amended third paragraph of Pre-existing Condition provision to refer to childbirth time period in days as opposed to months (previously read 10 months)

New Individual Disability Income Outline of Coverage form **OCDI2009** differs from its previously approved form **OCDI2002 1-02** in the following respects only.

Page	Changes
1	<ul style="list-style-type: none"> • New Home Office and Administrative Office Addresses • Reference to Policy Form number updated to reflect 2009 version • Disability Due to Sickness has been amended to reflect a Benefit Reduction provision applies to a disability due to Sickness • Disability Benefit has been amended to reflect Monthly Reduction applies to Sickness Benefit also
2	<ul style="list-style-type: none"> • Amended Benefit Reduction provision to include “or Sickness”
3	<ul style="list-style-type: none"> • Amended third paragraph of Pre-existing Condition provision to refer to childbirth time period in days as opposed to months (previously read 10 months)
6	<ul style="list-style-type: none"> • Reference to Policy Form number updated to reflect 2009 version

New Individual Disability Income First Hospital Confinement Rider form **HRFHC 1-09** differs from its previously approved form **HRFHC 1-02** in the following respects only.

Page	Changes
1	<ul style="list-style-type: none"> • New Home Office and Administrative Office Addresses

SERFF Tracking Number: SNLF-126042985 *State:* Arkansas
Filing Company: Professional Insurance Company *State Tracking Number:* 41774
Company Tracking Number: PIC DI 2009
TOI: H111 Individual Health - Disability Income *Sub-TOI:* H111.006 Short Term - Related to marketing with employer or association groups

Product Name: Individual DI
Project Name/Number: PIC DI 2009/

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Individual Disability Income Policy Form	03/12/2009	HPDI2009.pdf

PROFESSIONAL INSURANCE COMPANY

Home Office: Frisco, TX 75034
Administrative Office: 175 Addison Road, Windsor, CT 06095
800-289-1122

A STOCK COMPANY

DISABILITY INCOME POLICY

THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US. READ IT CAREFULLY.

**GUARANTEED RENEWABLE TO AGE 70
SUBJECT TO OUR RIGHT TO CHANGE PREMIUMS**

**DISABILITY RESULTING FROM A PRE-EXISTING CONDITION WILL NOT BE COVERED IF IT BEGINS DURING
THE FIRST 12 MONTHS AFTER THE POLICY EFFECTIVE DATE.**

RENEWAL CONDITION

This Policy is guaranteed renewable to age 70 subject to the terms and conditions of the Policy. You may renew this Policy until the Policy Anniversary date on or after Your 70th birthday if You pay the Premium when due or within the Grace Period. We have the right to change the premium rates on this Policy. See Change in Premium Rate section.

INSURING CLAUSE

We will pay Benefits set out in this Policy and any Rider(s) attached subject to its Definitions, Provisions, Limitations and Exclusions. This Policy is a legal contract between You and Us. Read it carefully. To understand Your coverage, You must read this Policy as a whole.

THIRTY DAY RIGHT TO EXAMINE THIS POLICY.

If, for any reason, You decide not to keep this Policy, return it to Us within 30 days after You receive it. You may return it to Our Administrative Office. You may also return it to the agent who sold it to You. We will treat the Policy as if it had never been issued. We will refund any Premium paid.



President



Secretary

IMPORTANT NOTICE

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT OUR ADMINISTRATIVE OFFICE WITHIN 10 DAYS. THE APPLICATION IS A PART OF THIS POLICY. THE POLICY WAS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.

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POLICY SCHEDULE

FORM: HPDI2009
 PRIMARY INSURED: JOHN A DOE
 INSURED DEPENDENTS: ELIGIBLE SPOUSE
 ELIGIBLE DEPENDENT CHILDREN
 PRIMARY INSURED ISSUE AGE: 35
 POLICY NUMBER: 1234567
 POLICY EFFECTIVE DATE: JANUARY 1, 2009
 FIRST ANNIVERSARY DATE: JANUARY 1, 2010
 ANNUAL PREMIUM: \$1,587.60
 MODE SELECTED AT ISSUE: ANNUAL / PRD
 MODE PREMIUM: \$1,587.60

DESCRIPTION OF COVERAGE	BENEFIT AMOUNT	ANNUAL PREMIUM
DISABILITY DUE TO AN INJURY FOR THE PRIMARY INSURED		
ELIMINATION PERIOD: 0 DAYS		
MAXIMUM BENEFIT PERIOD: 2 YEARS		
MONTHLY BENEFIT FOR DISABILITY:	\$1000	\$252.00
MONTHLY BENEFIT WHEN BENEFIT REDUCTION APPLIES:	\$ 500	
DISABILITY DUE TO A SICKNESS FOR THE PRIMARY INSURED		
ELIMINATION PERIOD: 7 DAYS		
MAXIMUM BENEFIT PERIOD: 2 YEARS		
MONTHLY BENEFIT FOR DISABILITY:	\$1000	\$819.60
MONTHLY BENEFIT WHEN BENEFIT REDUCTION APPLIES:	\$ 500	
FIRST HOSPITAL CONFINEMENT, RIDER FORM HRFHC		
Primary Insured		\$270.00
Eligible Spouse		\$150.00
Eligible Dependent Children		\$96.00

DEFINITIONS

WHEN WE USE THE TERMS THAT FOLLOW, WE MEAN:

Dental Treatment: Treatment of the teeth and/or periodontal area.

Dependent Child: A financially dependent child, stepchild or adopted child of the Primary Insured, named on the application, unless specifically excluded in any part of this Policy. Any newborn or child placed with You for adoption after the Policy Effective Date is considered a dependent child.

Disability or Disabled: Means Total Disability or Presumptive Disability.

Eligible Dependent Child (ren): Unless specifically excluded in any part of this Policy, means:

- a. Your unmarried Dependent Child under age 19 who is chiefly dependent on You for support and maintenance; or
- b. Your unmarried Dependent Child under age 23 if he/she is a full-time student at an accredited school, college, or university and We are furnished proof of such enrollment; or
- c. Your unmarried Dependent Child age 19 or over, who is chiefly dependent on You for support and maintenance if he/she is not able to support him/herself because of mental or physical incapacity. The burden of proof that such Dependent Child is and has continued to be incapacitated rests with You. You must give proof of the incapacity acceptable to Us at Our Administrative Office when asked for, but not more than once a year after the first 2 years.

Eligible Spouse: Your spouse You are legally married to that is listed on the application unless specifically excluded in any part of this Policy. Your spouse will no longer be an eligible spouse on the date of death or the day a valid decree of divorce is effective.

Elimination Period: The number of consecutive days of Total Disability before Benefits become payable under this Policy. Benefits are not payable during the elimination period. The elimination period is shown on the Policy Schedule.

If the elimination period is 30 days or greater (does not apply if the elimination period is less than 30 days), it will be considered continuous if the Insured returns to work for not more than a total of 4 days during the elimination period. The elimination period will be extended by one day for each day the Insured temporarily returns to work.

Employed: You will be classified as employed if You are actively:

- a. performing for pay in the usual manner the duties of Your Regular Occupation on a scheduled work day; and
- b. performing these duties at one of the places of business where You normally do such duties or at some location to which Your employment sends You.

You will be said to be employed on a day that is not a scheduled work day only if You would be able to perform in the usual manner the duties of Your Regular Occupation if it were a scheduled work day.

If You are on a family or medical leave of absence, You will be considered employed if:

- a. Premiums are paid in accordance with the Policy provisions; and
- b. Your employer has approved Your leave in writing.

The period of time that You will be considered employed under a family or medical leave is the greater of:

- a. the leave period required by the federal Family and Medical Leave Act of 1993, and any Amendments; or
- b. the leave period required by applicable state law.

Full-Time: 27 or more hours per week.

Hospital: A lawfully operating institution which:

- a. has resident facilities for sick and injured patients; and
- b. mainly provides diagnostic, medical and surgical treatment for a fee to sick or injured persons (or has such treatment facility available on a prearranged, contractual basis); and
- c. has 24 hour nursing service by or under the supervision of a graduate registered nurse; and
- d. has at least one Physician on the staff who is on call at any time; and
- e. is accredited by the Joint Commission on Accreditation of Hospitals or the American Osteopathic Association, subject to the limitations in the paragraph below.

A hospital is not an institution or part of an institution that mainly provides rehabilitation, custodial, convalescent, nursing, extended or rest care.

Hospital Confinement: Admission to a Hospital and confinement as a resident bed patient due to an Injury or Sickness. The confinement must be on the advice of a Physician and be Medically Necessary. Confinement to an emergency room, outpatient treatment room, or observation unit for 48 hours or less is not considered a hospital confinement unless you remain in the emergency room, outpatient treatment room or observation unit until admission to the same Hospital as a resident bed patient.

Insured: The Primary Insured and any Insured Dependents shown on the Policy Schedule.

Insured Dependents: The insured dependents shown on the Policy Schedule.

Injury/Injured: Bodily injuries sustained which:

- a. are directly caused by an accident, independent of all other causes; and
- b. have not been specifically excluded by name or description in this Policy; and
- c. are not caused or contributed to by Sickness; and
- d. occur while this Policy is in force for You.

Material and Substantial Duties: Those duties normally required for the performance of Your Regular Occupation that cannot be reasonably omitted or modified.

Maximum Benefit Period: The longest period of time during which the Benefit could be payable. The Maximum Benefit Period is shown on the Policy Schedule.

Medically Necessary: The treatment, services or supplies necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based upon generally accepted medical standards.

Mental or Nervous Disorders: Any disorder (except Alzheimer's Disease and other organic senile dementia) classified in the most recent Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association. Such disorders regardless of cause include, but are not limited to bipolar affective disorder, depression, psychotic, emotional or behavioral disorder, or disorders relatable to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, these disorders will be those classified in the most recent diagnostic manual then in use by the American Psychiatric Association.

Monthly Base Earnings: Your monthly rate of earnings from Your employer in effect immediately prior to the date Total Disability begins. Overtime pay, bonuses, shift differential, expenses, allowances, and other fringe benefit or extra compensation You received or may be eligible to receive from Your employer are not included. Commissioned employee's earnings will be the average of the earnings for the lesser of 1) the preceding 24 months; or 2) the total time You have been employed with Your employer.

Other Income: Loss of income or disability benefits You receive or are eligible to receive that are provided under any: 1) state compulsory benefit act or law; or 2) Workers' Compensation Law; or 3) occupational disease law; or 4) other act or law with similar intent.

Part Time: Less than 27 hours per week.

Partially Disabled or Partial Disability: Partial disability must be due to a covered Injury or a covered Sickness. You are partially disabled if You:

- a. are able to perform at least one, but not all, of the Material and Substantial Duties of Your Regular Occupation or any other occupation on a Full-Time or Part-Time basis; or
- b. are able to perform all the Material and Substantial Duties of Your Regular Occupation or any other occupation on a Part-Time basis.

You must be under the Regular Care of a Physician. This does not apply if the Physician tells Us and We agree that Regular Care would be of no further benefit to You.

Physician: A person who:

- a. is operating within the scope of his/her license; and either
- b. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- c. is legally qualified as a medical practitioner and required to be recognized, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

A physician does not include a family member of the Insured. Family member means You, Your spouse, children, grandchildren, siblings, parents, grandparents, corresponding in-laws or other member of Your household.

Policy: The legal contract between You and Us. The policy, any application(s), the Policy Schedule(s) and any attached Riders, Amendments, or Endorsements make up the entire contract between You and Us.

Policy Anniversary: The yearly anniversary of the Policy Effective Date. The First Anniversary Date is shown on the Policy Schedule.

Policy Effective Date: This is the date coverage under this Policy begins. The policy effective date is shown on the Policy Schedule. It will be used to determine Premium due dates and anniversary dates. If an Insured is added to the Policy after the date listed on the Policy Schedule, the policy effective date for that Insured will be the date shown on the Endorsement added to this Policy.

Policy Schedule: Page 3 of this Policy.

Presumptive Disability: Presumptive disability must be due to a covered Injury or a covered Sickness. You have a presumptive disability if You suffer the total, permanent and irrecoverable loss of:

- a. speech; or
- b. hearing in both ears; or
- c. the sight of both eyes; or
- d. the use of both hands, or both feet or one hand and one foot.

You must be Employed when presumptive disability begins. Benefits for presumptive disability will not be paid if You are not Employed when the Disability begins. The ability to work will not matter. You are not required to be under the Regular Care of a Physician. Proof of presumptive disability will be required.

Primary Insured: The primary insured as indicated on the Policy Schedule.

Recurrent Disability: You become Disabled, cease from being Totally Disabled, then become Totally Disabled again from the same or related condition. The latter disability will be considered a recurrent disability.

Regular Care: You personally visit a Physician whose specialty or experience is the most appropriate to evaluate, manage or treat Your Injury or Sickness. The care and treatment You receive must be as frequent as is Medically Necessary.

Regular Occupation: The occupation You are routinely performing when Disability begins. We will look at the occupation as it is normally performed in the national economy, rather than how the work tasks are performed for a specific employer or in a specific location.

Sickness: Disease or illness, including pregnancy, which: 1) is diagnosed or treated while this Policy is in force for the Insured; and 2) does not result from Pre-existing Conditions as defined; and 3) has not been specifically excluded by name or description in this Policy.

Totally Disabled or Total Disability: Total disability must be due to a covered Injury or covered Sickness. You are totally disabled when You are: 1) unable to perform the Material and Substantial Duties of Your Regular Occupation during the Elimination Period and the following 2 years; thereafter, it means Your inability to perform the duties of any occupation for which You are reasonably suited by education, training or experience; and 2) not performing any work or service for pay.

You must be Employed when total disability begins. Benefits for total disability will not be paid if You are not Employed when total disability begins.

Proof of total disability will be required. You must be under the Regular Care of a Physician. This does not apply if the Physician tells Us and We agree that Regular Care would be of no further benefit to You.

We, Our, the Company and Us: Refer to the company as indicated on the cover of this Policy.

You, Your and Yours: The Primary Insured as indicated on the Policy Schedule.

GENERAL AGREEMENT

We agreed to issue this Policy to You because:

- a. You paid the first Premium; and
- b. We relied on the answers in Your application.

Your application is attached. It is a part of Your Policy. This Policy is a legal contract between You and Us.

This Policy covers only You. The Riders cover You and the Insured Dependents. The Riders, if any, also cover any person added as an Insured after the Policy Effective Date. Any changes to the Policy will be shown by an amendment, Endorsement or Rider attached to this Policy.

The first Policy term begins at 12:00 PM, Standard time on the Policy Effective Date at the place You live. It ends at 12:00 PM, Standard time at the place You live, on the Policy Anniversary. You may then renew this Policy for the next term by paying Premiums when due. The renewal Premium for each term is due on the day the preceding term ends subject to the Grace Period.

PREMIUMS

All Premium due dates are determined from the Policy Effective Date.

Premiums for this Policy are due in advance of the term they are to cover.

You may pay Premiums on any billing mode We accept. The Policy will remain in force for the term for which Premiums are paid.

Change in Premium Rate: We have the right to change Premiums at any time. If We do change the Premiums, We will do so only:

- a. if We change the Premiums for all policies of this same form and issue age in Your state of issue; and
- b. if it is within the laws and regulations of Your state of issue; and
- c. if We give You 60 days notice in writing before such change becomes effective.

Any change in the Premium will be based on Your age and occupation class as of the Policy Effective Date.

Refund of Unearned Premium: Within 30 days of proof of death or cancellation of the Policy, We will refund any unearned Premium. Unearned Premium is any Premium paid for any period beyond the date death or cancellation occurred.

BENEFITS

The following are shown on the Policy Schedule:

- a. the Elimination Period for Disability due to: 1) an Injury; or 2) a Sickness; and
- b. the Maximum Benefit Period for a Disability (may differ at age 65) due to: 1) an Injury; or 2) a Sickness; and
- c. the Monthly Benefit for Disability due to: 1) an Injury; or 2) a Sickness; and
- d. the Monthly Benefit when Benefit Reduction Applies due to an Injury or Sickness.

Injury Disability Benefit

We will pay the Monthly Benefit for Disability (subject to the Benefit Reduction section) due to an Injury if:

- a. Total Disability due to an Injury continues beyond the Elimination Period (the Elimination Period does not apply to a Presumptive Disability); and
- b. the Injury: 1) occurred after the Policy Effective Date; and 2) occurred while this Policy was in force; and 3) was not subject to the Pre-Existing Conditions provision; and 4) has not been specifically excluded by name or description in this Policy; and
- c. You lose income due to such Total Disability.

If Disability begins more than 60 days after an Injury, Disability will be considered to be the result of a Sickness. The Injury must occur while this Policy is in force.

Benefits will be payable until the earliest of the following:

- a. the date You cease to be Totally Disabled (does not apply to a Presumptive Disability); or
- b. the date You fail to provide satisfactory proof of continued Total Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (does not apply to a Presumptive Disability); or
- d. the date the Maximum Benefit Period ends; or
- e. the date You die.

We will only pay up to the applicable Maximum Benefit Period for any one Disability. The Maximum Benefit Period At Age 65 may differ.

Sickness Disability Benefit

We will pay the Monthly Benefit for Disability (subject to the Benefit Reduction section) due to a Sickness if:

- a. Total Disability due to a Sickness continues beyond the Elimination Period (the Elimination Period does not apply to a Presumptive Disability); and
- b. the Sickness: 1) begins after the Policy Effective Date; and 2) begins while this Policy is in force; and 3) was not subject to the Pre-Existing Conditions provision; and 4) has not been specifically excluded by name or description in this Policy; and
- c. You lose income due to such Total Disability.

If Disability begins more than 60 days after an Injury, Disability will be considered to be the result of a Sickness. The Injury must occur while this Policy is in force.

Benefits will be payable until the earliest of the following:

- a. the date You cease to be Totally Disabled (does not apply to a Presumptive Disability); or
- b. the date You fail to provide satisfactory proof of continued Total Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (does not apply to a Presumptive Disability); or
- d. the date the Maximum Benefit Period ends; or
- e. the date You die.

We will only pay up to the applicable Maximum Benefit Period for any one Disability. The Maximum Benefit Period At Age 65 may differ.

Benefit Reduction

Your Benefit may differ if You receive or are eligible to receive any Other Income . Other Income must be for the same period You are entitled to a Monthly Benefit for Disability due to an Injury or Sickness. The Benefit You will receive is shown on the Policy Schedule as the Monthly Benefit When Benefit Reduction Applies.

We have the right to require reasonable proof of Other Income You receive or are eligible to receive during any month of Disability. We have the right to recover from You any amount of Benefits overpaid as a result of a retroactive award of Other Income Benefits.

Partial Disability Benefit

We will pay a Partial Disability Benefit if:

- a. You have received Total Disability Benefits under this Policy for at least 2 consecutive months; and
- b. You are Partially Disabled the day following the date Total Disability ended; and
- c. Partial Disability is the result of the same Injury or Sickness which caused the Total Disability; and
- d. Your earnings are not greater than 80% of Your Monthly Base Earnings.

The Partial Disability Benefit will be the lesser of: 1) 50% of the Monthly Benefit for Disability that You were eligible to receive during the prior month before Partial Disability began; or 2) the difference between Your current earnings and Your Monthly Base Earnings. The Partial Disability Benefit will be payable for a maximum period of 3 months. The combined period of time Benefits are payable for Total Disability and Partial Disability will not exceed the Maximum Benefit Period. The Maximum Benefit Period At Age 65 may differ.

The Partial Disability Benefit will be paid until the earliest of:

- a. the date You cease to be Partially Disabled; or
- b. the date You fail to provide satisfactory proof of continued Partial Disability when requested; or
- c. the date You are outside of the United States, its possessions, or Canada (Limitations & Exclusions); or
- d. the date the Maximum Benefit Period ends; or
- e. 3 months; or
- f. the date Your earnings are greater than 80% of Your Monthly Base Earnings; or
- g. the date You die.

We can require that You send Us appropriate financial records to prove Your income during the time You are Partially Disabled.

Maximum Benefit Period At Age 65

The Maximum Benefit Period for any new Disability that begins after age 65 will be the lesser of Your current Maximum Benefit Period or 12 months.

Total, Presumptive or Partial Disability Benefit for Part of a Month

If a Benefit is payable for less than a full month, We will pay one-thirtieth of the applicable Benefit for each day of Total, Presumptive or Partial Disability.

When a Recurrent Disability Becomes a New Disability

A Recurrent Disability will be treated as the same Disability unless the requirements of the paragraph below are met. This means the Elimination Period and Maximum Benefit Period for Disability in the Policy will not start over. Any Recurrent Disability caused by a Pre-existing Condition will be treated as the same Disability.

The only time a Recurrent Disability is treated as a new Total Disability is if You have returned to work for six months or more. During this time, You must have been working the lesser of: 1) the same number of hours You were working before the first Total Disability for the same or related condition; or 2) Full-Time. The Elimination Period and Maximum Benefit Period will start over for a new Total Disability.

A Recurrent Disability caused by a Presumptive Disability will never be classified as a new Disability. It will always be considered as the same Disability even if the requirements of the above paragraph are met.

Concurrent Disability

We will pay Benefits for only one Disability at a time even if it results from more than one cause. If Disability results from more than one cause, it will be considered the same Disability. You will be entitled to only one Benefit.

Survivor Benefit

If You die while receiving Disability Benefits for at least 6 consecutive months, We will pay a Survivor Benefit. The Survivor Benefit will be a lump sum of 6 times the Disability Benefit You are eligible for the calendar month before death. The Survivor Benefit will be paid to Your designated beneficiary or to Your estate if a beneficiary is not named.

Waiver of Premiums

After You have received Benefits for Total or Presumptive Disability for 90 consecutive days, We will waive future Premiums. We will waive the Premium as long as You are receiving Benefits for Total, Presumptive or Partial Disability. However, We will not waive Premiums beyond the Maximum Benefit Period.

LIMITATIONS & EXCLUSIONS

PART I.

This Policy (including any Rider(s) attached) does not cover losses sustained while, caused by, contributed to, or resulting from:

- a. being legally intoxicated as defined by state law where the loss occurred or being under the influence of any narcotic unless administered on the advice of a Physician; or
- b. alcoholism or drug addiction; or
- c. attempted suicide while sane or insane or intentionally self-inflicted Injury; or
- d. Mental or Nervous Disorders; or
- e. being exposed to war or any act of war, declared or undeclared or while serving in the armed forces; or
- f. engaging in an illegal activity; or
- g. participation in any form of aviation other than as a fare-paying passenger in a fully licensed passenger carrying aircraft; or
- h. voluntary inhalation of gas; or
- i. mountaineering, sky diving, hang gliding or bungee jumping; or
- j. riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- k. conditions specifically excluded by amendment or Endorsement; or
- l. any Pre-Existing Conditions as defined in this Policy.

PART II.

This Policy (including any Rider(s) attached) does not pay Benefits for:

- a. care that is primarily for: 1) rest; or 2) convalescence; or 3) rehabilitation; or
- b. treatment which is rendered outside the United States, its possessions, or Canada, except for emergency care for acute onset of Sickness or Injury sustained while traveling for business or pleasure; or
- c. Total or Partial Disability while You are outside of the United States, its possessions, or Canada; or
- d. Dental Treatment or plastic surgery for cosmetic purposes. This exclusion does not apply if the treatment or surgery is: (1) due to an Injury; or (2) to restore normal bodily functions; or
- e. Total or Presumptive Disability that begins while not Employed.

We will not pay Benefits for any period the Insured is incarcerated in any type of penal institution.

PRE-EXISTING CONDITIONS

This Policy and any attached Rider(s) do not cover pre-existing conditions whether disclosed in the application or not for any loss that occurs during the first 12 months beginning on the date the person becomes an Insured under this Policy or Rider. Any Disability resulting from a pre-existing condition will not be covered if it begins during the first 12 months after the Policy Effective Date. Refer to When a Recurrent Disability Becomes a New Disability section for a Recurrent Disability from a pre-existing condition.

By a pre-existing condition, We mean a condition for which a Physician prescribed, recommended or gave to the Insured during the 12 months before the Insured's Policy/Rider Effective Date: 1) treatment; or 2) medical advice; or 3) consultation; or 4) diagnosis or diagnostic tests; or 5) medication.

Childbirth (including cesarean) within 300 days of the date the person becomes an Insured under this Policy or Rider will be considered a pre-existing condition.

Conditions specifically named or described as excluded in any part of this Policy are never covered.

MILITARY SERVICE

If You enter full time, active duty in the military service, You may suspend this Policy. However, You may not suspend the Policy during active military duty or training lasting three months or less. The Policy will not be in force while it is suspended, and You will not have to pay any Premiums. We need Your written request to suspend the Policy. We will refund the pro-rata portion of any Premium paid for a period beyond the date We receive Your request.

If Your full time active duty in military service ends before Your 65th birthday, You may place this Policy back in force without evidence of insurability. Your coverage will start again when:

- a. We receive Your written request; and
- b. You have paid the pro-rata Premium for coverage until the next Premium due date.

We must receive Your request and Premium payment within 90 days after the date Your active duty service in the military ends. Premiums will be at the same rate they would have been had Your Policy remained in force. The Policy will not cover any loss due to Injury or Sickness that occurs while the Policy is suspended. In all other respects, You and We will have the same rights under the Policy as before it was suspended.

If Your active duty ends after Your 65th birthday, this Policy cannot be reinstated.

TERMINATION

This Policy will end on the earliest of:

- a. the date You fail to pay Premiums within Your Grace Period; or
- b. the date You die; or
- c. the Policy Anniversary date after You turn age 70; or
- d. the date You notify Us in writing to end this Policy.

All coverage under this Policy and any attached Rider(s) will terminate when this Policy ceases to be in force.

Coverage for an Insured Dependent will end on the date such Insured ceases to be an Eligible Dependent Child or Eligible Spouse.

When an Insured Dependent's coverage ends, We will:

- a. refund any Premium accepted for the period the Insured is not eligible; and
- b. consider any claim that began before the insurance ended; and
- c. allow a conversion policy as set forth in the Conversion Privilege provision of this Policy.

ELIGIBILITY AND ADDITION OF PERSONS

THE DISABILITY INCOME COVERAGE IS FOR THE PRIMARY INSURED ONLY. Your Insured Dependents are only covered under any Riders attached to this Policy. Your spouse and any children who qualify as an Eligible Dependent Child or Eligible Spouse may be added to Riders attached to this Policy. To add a person (other than a newborn or adopted child) to this Policy after the Policy Effective Date, You must:

- a. make written application to Us; and
- b. furnish proof that the person is insurable by Our underwriting standards; and
- c. pay the additional Premium due for that person. The first Premium for the person to be added will be determined from the effective date of his/her coverage. The person added will be subject to the Pre-Existing Conditions provision of the Policy commencing as of their coverage effective date.

Any child born to You while this Policy is in force will be insured from the moment of birth for 90 days. A child placed with You for adoption after the Policy Effective Date will be covered for a period of 31 days from the earlier of: (1) the date the petition is filed for adoption; or (2) the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the minor. Coverage and Benefits for the child on the Riders will be the same as those that are provided for Eligible Dependent Children, if none then Eligible Spouse. If there are no other Insured Dependents, then the coverage and Benefits on the Riders for the child will be the same as for You.

The Pre-Existing Conditions provision of this Policy is waived for the newborn or adopted child. Coverage for a child placed for the purpose of adoption will end if the adoption is stopped prior to legal adoption.

Without Eligible Dependent Children coverage: To continue coverage for the newborn or adopted child, You must: (1) notify Us in writing; and (2) pay the Premium for the child within 90 days from the date of birth, or 60 days from the date the petition for adoption is filed. Premiums for the child will be prorated to the next Premium due date of this Policy. If We are not notified and the required Premium is not paid, the coverage for the child will end.

With Eligible Dependent Children coverage: Notify Us in writing as soon as possible to be sure that: 1) the child is properly enrolled; and 2) coverage is in place. A newborn child will be covered from the moment of birth. An adopted child will be covered from the earlier of: (1) the date of placement for the purpose of adoption; or (2) the date of the entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

CONVERSION PRIVILEGE

When a Dependent Child ceases to be an Eligible Dependent Child, coverage can be converted to a new policy. We must receive a written application. The required Premium must be paid within 31 days after the date their coverage is to end. The new policy will:

- a. be issued without evidence of insurability; and
- b. be a policy form We offer ; and
- c. be most similar to but not greater than the Eligible Dependent Child's coverage in this Policy; and
- d. exclude any conditions that were excluded in this Policy for such Insured; and
- e. cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Dependent Child ended under this Policy. The Premium will be based on the rates in effect for that person's age and state of residency at time of conversion.

If You Die or if You and Your Eligible Spouse become Divorced, Your Eligible Spouse may convert their existing coverage to a new policy. Written application for the policy must be made to Us within 60 days of Your death or entry of the order of divorce. The required Premium must be paid within 60 days after the date this coverage is to end. The new policy will:

- a. be issued without evidence of insurability; and
- b. be a policy form We offer for conversion; and
- c. be not greater than the Eligible Spouse's coverage in this Policy; and
- d. exclude any conditions that were excluded in this Policy for such Insured; and
- e. cover Pre-Existing Conditions to the extent they are covered in this Policy.

Coverage under the new policy will begin on the next day after the date coverage for the Eligible Spouse ended under this Policy. The Premium will be based on the rates in effect for that person's age and state of residency at time of conversion.

At the option of the Eligible Spouse, any Eligible Dependent Children covered under this Policy (for whom the Eligible Spouse has the obligation of support) may also be converted to the new policy. Said conversion is subject to the same conditions as the Eligible Spouse's conversion.

GENERAL PROVISIONS

Cancellation by the Insured: You may cancel this Policy at any time by giving written notice to the Company. We will cancel this Policy upon receipt of such notice or on a later date if specified in the notice. The Company will return any unearned Premium paid. The unearned Premium will be computed on a pro-rata basis. Cancellation will be without prejudice to any claim that began prior to the effective date of cancellation.

Change of Beneficiary: You may change Your beneficiary at any time by giving Us notice in writing. The consent of the beneficiary is not required for this or any other change to the Policy, unless the beneficiary is irrevocable.

Claim Forms: Upon receipt of a Notice of Claim, We will send You claim forms for filing Proof of Loss. If We do not send these forms to You within 15 days after You notify Us, You will have complied with Proof of Loss requirements if You give to Us within 90 days a written statement of the nature and extent of the loss. The written statement must include verification by a Physician that such Insured suffered a loss as defined in this Policy.

Entire Contract: This Policy, the application, any attached Rider(s), Amendments and Endorsements are the entire contract between You and Us. In the absence of fraud, all statements made in any application are considered representations and not warranties. No such statement unless it is contained in the written application will: (1) void the Policy; or (2) reduce the Benefits; or (3) be used in defense of a claim.

Only Our officer may change this Policy in whole or part. No change will be valid unless it is: 1) made in writing; and 2) signed by such officer; and 3) attached to this Policy. No other person, including an agent, may change this Policy or waive any of its provisions.

Fraudulent Misstatements: If You make a fraudulent misstatement in the application for this Policy, We may deny any claim or void the Policy at any time.

Grace Period: This Policy has a 31-day grace period. This means that if a Premium (other than the first) is not paid on or before the date it is due, it must be paid during the next 31 days after it is due or coverage will end. During the grace period the Policy will stay in force.

Legal Action: No legal action may be brought to recover on this Policy until 60 days after You send Us written Proof of Loss. No such action may be brought after 3 years from the time We require written Proof of Loss.

Misstatement of Age: If the age of an Insured has been misstated on the application, the Benefits will be those that the Premium paid would have bought at the correct age. If an Insured's age was overstated, We will refund any excess Premium if We are notified of this fact. Our liability will be limited to the refund of the Premium paid for the term not covered by the Policy if:

- a. as the result of misstatement of the age of an Insured, We accept Premiums for a term beyond the date the coverage would have ceased; or
- b. according to the correct age the coverage would not have become effective for any reason.

Notice of Claim: Written notice of claim must be given to Us within 90 days after a covered loss. If You cannot meet this deadline, You must give proof as soon as is reasonably possible. Notice can be given to: 1) Us at Our Administrative Office; or 2) any authorized agent of the Company. Notice should include the name of the Insured and this Policy Number.

Payment of Claims: Loss of life Benefits, if any, will be paid to the last designated beneficiary shown in Our records. If no beneficiary designation is then in effect, the Benefits will be paid to You or Your estate. All other Benefits will be paid to You. If any accrued Benefits payable to You are unpaid when You die, We may pay them to Your estate or to Your beneficiary. If Benefits are payable to Your estate or to a minor or other person not competent to give a valid release, We may pay such Benefit, up to \$1,000, to any relative by blood or marriage to You who is deemed by Us as entitled to such Benefits.

If We made a payment in good faith under this provision, We will be released from liability to the extent of the payment.

Physical Examination and Autopsy: We can require an Insured to have an examination as often as necessary while a claim is pending. The examination may include: 1) a functional capacity examination; or 2) psychiatric examination; or 3) any tests that are reasonably necessary for the condition at such time. We reserve the right to select the examiner. We will pay for the examination. We can require an autopsy at Our expense in the event of an Insured's death, unless prohibited by the law of the state in which the Insured lived.

Proof of Loss: Written proof of loss must be furnished to Us at Our Administrative Office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time. Proof must be sent as soon as reasonably possible and except in the absence of legal capacity, no later than 1 year from the time proof is otherwise required. We have the right to request records as may be reasonably necessary to determine if any Benefits are payable under this Policy.

Reinstatement: If a Premium is not paid before the Grace Period ends, this Policy will lapse. If We accept the Premium without requiring an application for reinstatement, this Policy will be reinstated.

Once the Policy has lapsed, We require a reinstatement form or a new application to reinstate a Policy. If We approve the application, the Policy will be reinstated with a new Policy Effective Date. If We do not notify You that We have disapproved the reinstatement application, the Policy will be reinstated on the 45th day after the date We receive such application.

The reinstated Policy will cover only losses that result from: (1) an Injury that occurs after the date of reinstatement; or (2) a Sickness that starts more than 10 days after the date of reinstatement. In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Policy.

After the reinstated Policy has been in force for 2 years from the date of reinstatement, We cannot cancel or deny Benefits because of any misstatement, except Fraudulent Misstatements, made by You in the reinstatement application.

Any Premiums We accept for a reinstatement will be applied to a period for which Premiums have not been paid. No Premiums will be applied to any period more than 60 days before the reinstatement date.

Right to Review Records: We have the right to review any records that may apply to Your claim.

Time Limit on Certain Defenses: After the Policy has been in force for 2 years from the Policy Effective Date, We cannot cancel or deny Benefits because of any misstatement, except Fraudulent Misstatements, made by You in the application for the Policy.

If a Rider is added after the Policy Effective Date, We cannot cancel or deny Benefits because of a misstatement, except Fraudulent Misstatements, made by You in the application after the Rider has been in force for 2 years from the Rider's Effective Date.

After the coverage has been in force beyond the Pre-Existing Conditions period, We will pay Benefits for any Pre-Existing Conditions not specifically excluded by name or description in the Policy, Rider or Endorsement.

Time of Payment of Claims: We will pay the Benefits then due upon receipt of written Proof of Loss and Our approval of Your claim.

Unpaid Premium: When a claim is paid, any Premiums due and unpaid may be deducted from the claim payment.

Conformity with State Statutes: Any provision of this Policy that on the Policy Effective Date is in conflict with the statutes of the state in which it was issued is amended to conform to the minimum requirements of such statutes.

DISABILITY INCOME POLICY

**GUARANTEED RENEWABLE TO AGE 70
SUBJECT TO OUR RIGHT TO CHANGE PREMIUMS.**

IMPORTANT NOTICE

PLEASE READ THE COPY OF THE APPLICATION ATTACHED TO THIS POLICY. IF ANY INFORMATION ON THE APPLICATION IS NOT TRUE AND COMPLETE, WRITE TO US AT OUR ADMINISTRATIVE OFFICE WITHIN 10 DAYS. THE APPLICATION IS A PART OF THIS POLICY. THE POLICY WAS ISSUED ON THE BASIS THAT THE ANSWERS TO ALL QUESTIONS AND THE INFORMATION SHOWN ON THE APPLICATION ARE CORRECT AND COMPLETE.