



# Disability Income

## Required Disclosure Statement

### SUMMARY OF COVERAGE

This Summary of Coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and Mutual of Omaha Insurance Company. It is, therefore, important that you

### Please Read Your Policy Carefully!

Policies of this category are designed to provide, to persons insured, coverage for disabilities resulting from a covered accident or sickness, subject to any limitations set forth in the policy. Coverage is not provided for basic hospital, basic medical-surgical or major-medical expenses.

### Disability Income Benefits

This coverage provides periodic benefit payments to help replace income when the insured is unable to work as a result of illness or Injury.

### Definitions

**Benefit Period** means the maximum length of time Total Disability benefits, Proportional Disability benefits or any combination of these benefits are payable. The benefit period begins on the first day benefits become payable after expiration of the Elimination Period. The benefit period ends after benefits have been payable for the duration of time shown on the policy schedule.

**Elimination Period** means the initial number of days of Total Disability, Proportional Disability or any combination thereof that must pass before benefits become payable. The elimination period is shown on the policy schedule. The elimination period begins on the date of first Medical Treatment during Total Disability or Proportional Disability.

**Injury** means bodily harm which:

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

**Loss of Monthly Income** means the difference between Prior Monthly Income and Current Monthly Income. Loss of Monthly Income must be caused by the Injuries or Sickness for which claim is made. The amount of the loss must be at least 25% of your Prior Monthly Income to be considered a loss of Monthly Income. If the loss is more than 75% of your Prior Monthly Income and Total Disability is not incurred, we will

still consider the loss of Monthly Income to be 100%, and benefits, if any, will be paid as Total Disability benefits.

**Medical Treatment** means medical attendance by a Physician.

**Monthly Income** means your monthly income from salary, wages, bonuses, commissions, fees or other payments received for personal services rendered or work performed in Your Occupation. Normal and usual business expenses (as used in accepted accounting practices and procedures for tax purposes) are to be deducted, income taxes are not. Monthly income does not include dividends, rents, royalties, annuities or other forms of unearned income. Proof of monthly income may be required when a claim is filed.

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

**Policy Date** means the date coverage is effective under this policy as shown on the policy schedule.

**Policy Renewal Date** means the month and day your policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual or annual basis.

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

- (a) your average Monthly Income for the 12-month period immediately prior to the onset of a covered disability for which claim is made; or
- (b) your average Monthly Income for the calendar year with the highest earnings of the last two calendar years prior to the onset of such covered disability.

**Regular Medical Care** means

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

We may waive one or more of the above requirements at some point during your disability. Notification of such waiver will be provided in writing to you by us.

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

**Retirement** means the first Policy Renewal Date that coincides with or next follows the date you stop regular, active, gainful full-time employment for any reason other than Sickness or Injury.

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

- (a) causes loss beginning while this policy is in force; and
- (b) is not excluded from coverage.

**Your Occupation** means the occupation (or occupations, if more than one) in which you are regularly engaged at the time you become disabled.

## **Benefits of Your Plan**

### **Total Disability Benefits**

If you are unable to work because of Sickness or Injury, we will pay the Total Disability Monthly Benefit for each month of Total Disability, after the Elimination Period has been satisfied, for as long as:

- (a) the Benefit Period or to Age 65, whichever is less, when loss begins before Age 64; or
- (b) the Benefit Period or 12 months, whichever is less, when loss begins at or after Age 64 but before Age 75.

Loss will be considered to begin on the first date of Medical Treatment during Total Disability. When less than one month of Total Disability benefits is due, a pro rata benefit will be paid. Benefits for Total Disability are not payable during Proportional Disability. To be eligible for Total Disability benefits, your loss must begin before Age 75 or Retirement, whichever is first.

**Total Disability** *during* the Elimination Period and *during* the first 24 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform the material and substantial duties of Your Occupation; and
- (b) you receive Regular Medical Care by a Physician.

Total Disability *after* the first 24 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform the material and substantial duties of any occupation for which you are reasonably suited because of education, training or experience; and
- (b) you receive Regular Medical Care by a Physician.

**Total Disability Monthly Benefit** means the amount we will pay each month for Total Disability, after the Elimination Period is satisfied. The Total Disability monthly benefit is shown on the policy schedule.

### **Proportional Disability Benefits**

If you are unable to work as much time or perform as many employment duties as usual because of Sickness or Injury, we will pay the Proportional Disability Monthly Benefit for each month of Proportional Disability, provided you sustain a Loss of Monthly Income.

Proportional Disability benefits begin after expiration of the Elimination Period, and are payable for as long as:

- (a) the Benefit Period or to Age 65, whichever is less, when loss begins before Age 64; or
- (b) the Benefit Period or 12 months, whichever is less, when loss begins at or after Age 64 but before Age 75.

The Proportional Disability Monthly Benefit will be an amount determined each month by using this formula:

(Loss of Monthly Income *divided* by Prior Monthly Income) *multiplied* by the Total Disability Monthly Benefit *equals* the Proportional Disability Monthly Benefit.

Loss will be considered to begin on the first date of Medical Treatment during Proportional Disability. When less than one month of Proportional Disability benefits is due, a pro rata benefit will be paid. Benefits for Proportional Disability are not payable during Total Disability. To be eligible for Proportional Disability benefits, your loss must begin before Age 75 or Retirement, whichever comes first.

### **Indexing of Prior Monthly Income**

If Proportional Disability continues for 12 months in a row or longer, your Prior Monthly Income amount will be adjusted to compensate for increases in the cost of living for purposes of calculating the above formula. On each one-year anniversary of the start of Proportional Disability, your Prior Monthly Income amount will be increased by 5% compounded annually. Such increases will continue for the duration of the Benefit Period, as long as Proportional Disability benefits are payable.

**Proportional Disability** *during* the Elimination Period and *during* the first 24 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform one or more of the material and substantial duties of Your Occupation or you are not able to perform such duties for as much time as it would normally take you to do them; and
- (b) your Loss of Monthly Income is at least 25%, but not more than 75%, of your Prior Monthly Income; and
- (c) you receive Regular Medical Care by a Physician.

Proportional Disability *after* the first 24 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform one or more of the material and substantial duties of any occupation for which you are reasonably suited because of education, training or experience, or you are not able to perform such duties for as much time as it would normally take you to do them; and
- (b) your Loss of Monthly Income is at least 25%, but not more than 75%, of your Prior Monthly Income; and
- (c) you receive Regular Medical Care by a Physician.

### **Presumptive Total Disability Benefits**

You will be presumed to be Totally Disabled if, prior to Age 75 or Retirement, Sickness or Injury results in the entire, irrecoverable and uncorrectable loss of:

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

You must present satisfactory proof of your loss. Your ability to engage in any occupation will not matter. Further Medical Treatment will not be required. Benefits will be paid, provided you are alive, according to the Total Disability provisions of this policy, except as follows:

- (a) Benefits will begin to accrue on the date of loss or the day following the Elimination Period, whichever is first; and
- (b) Regardless of the Benefit Period shown on the policy schedule, Total Disability benefits will be paid until Age 65 or for 12 months, whichever is longer.

No other benefits will be paid for Total Disability or Proportional Disability while benefits are paid under this provision.

### **Transplant Donor Benefits**

If you become disabled as the result of a transplant of part of your body to the body of another person, we will consider such disability to be the result of a Sickness, and we will pay benefits for Total Disability or Proportional Disability on the same basis as any other Sickness. Total or Proportional Disability, due to a transplant donation, must start while your policy is in force and at least six months after the Policy Date.

### **Survivor Benefit**

Upon your death, we will pay a survivor benefit to your designated Beneficiary, if:

- (a) Total or Proportional Disability benefits were payable; and
- (b) the Benefit Period was not exhausted;

at the time you died. The survivor benefit will be a lump-sum amount equal to three times the Total or Proportional Disability Monthly Benefit payable under your policy and any Social Insurance Supplement Benefits Rider at the time of your death. In the event no Beneficiary is named or living, the survivor benefit will be paid:

- (a) to your surviving spouse; if none, then
- (b) equally to your surviving natural and adopted children; if none, then
- (c) equally to your surviving parent(s); if none, then
- (d) to your estate.

**Beneficiary** means the person(s) or legal entity you name in the application to receive this policy's survivor benefit or the loss of life benefit under an attached rider, if any.

### **Rehabilitation Benefits**

While you take part in a vocational on-the-job program, we will continue to pay Total Disability or Proportional Disability benefits to which you are otherwise entitled. We must approve the program before it begins and how long it is to continue.

We may also pay the cost for evaluation, other vocational assistance and medical management needed to see if you can be reemployed. We must give prior written approval. Also, a benefit both you and we agree upon may be paid to an employer to pay such employer's reasonable expense during a trial work agreement with you. The trial work agreement must be approved by us.

If both you and we agree, you may elect to manage your own rehabilitation program. The only benefit then payable is a single benefit both you and we agree upon. This benefit is in lieu of any and all benefits payable under this policy for the Total Disability and/or Proportional Disability involved.

### **Recurrent Loss**

If a later loss results from a Sickness or Injury entirely unrelated to the cause(s) of a prior loss, such later loss will be considered a new loss if, between such losses, you have returned to full-time work and have not been eligible to receive Proportional Disability benefits for the 30 or more continuous days immediately preceding the new loss. Otherwise, such loss will be considered a continuation of the prior loss.

If a later loss results from a Sickness or Injury related to the cause(s) of a prior loss, that later loss will be considered to be a new loss, if, between such losses, you have been released from Medical Treatment by your Physician for the condition(s) causing the prior loss, you have returned to full-time work and you have not been eligible to receive Proportional Disability benefits for at least six months in a row.

The full Benefit Period will be restored, and a new Elimination Period will apply, to a new loss.

This recurrent loss section applies whether or not the Elimination Period has been satisfied. If disability ends before

the Elimination Period has been satisfied, and a successive disability resumes as a continuation of the prior loss, any Elimination Period days already satisfied will be applied toward the continued loss.

This recurrent loss section will not extend the limitation for benefits payable due to Substance Abuse or Mental or Nervous Disorders beyond the stated lifetime maximum of 24 months or the length of the Benefit Period, whichever is less.

### **Waiver of Premium**

If Sickness or Injury results in a period of more than 90 continuous days of Total Disability, we will:

- (a) refund any premiums which became due and were paid during this 90-day period; and
- (b) waive the payment of each premium which thereafter becomes due as long as Total Disability continues. In no event will premiums be waived beyond the end of the Benefit Period.

After waiver of premium ceases, you must again pay any premiums which become due in order to keep your policy in force. You must present satisfactory proof of Total Disability in order for premiums to be waived.

### **Exclusions and Limitations**

Benefits are not payable for:

- (a) loss that begins while this policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted injury;
- (e) loss resulting from commission or attempted commission of a felony;
- (f) loss caused by suicide or attempted suicide, while sane or insane (sane only in Missouri); or
- (g) loss resulting from your air travel as a non-commercial airline pilot.

Benefits payable are limited for the following conditions:

#### **Pregnancy**

Benefits are not payable for loss due to Normal Childbirth, Normal Pregnancy or voluntarily induced abortion. Benefits for Complications of Pregnancy are payable on the same basis as any other Sickness.

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

**Complication of Pregnancy** means:

- (a) conditions, when the pregnancy is not terminated, whose diagnoses are distinct from pregnancy, which are

adversely affected by pregnancy or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity; and

- (b) cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia and toxemia.

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

#### **Substance Abuse Limitations**

Benefits payable for Substance Abuse are limited to a lifetime maximum of 24 months or the length of the Benefit Period shown in the policy schedule, whichever is less. The RECURRENT LOSS section will not extend this lifetime maximum limitation for Substance Abuse.

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

#### **Mental or Nervous Disorder Limitations**

Benefits payable for Mental or Nervous Disorders are limited to a lifetime maximum of 24 months or the length of the Benefit Period shown in the policy schedule, whichever is less. The RECURRENT LOSS section will not extend this lifetime maximum limitation for Mental or Nervous Disorders.

**Mental or Nervous Disorder** means neurosis, psychoneurosis, psychosis, or mental or emotional disease or disorder of any kind. Mental or nervous disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma or viral infection.

### **Important Facts About Your Coverage**

#### **Guaranteed Renewable to Age 75 or Retirement – Premiums Subject to Change**

This policy is guaranteed renewable to Age 75 or Retirement. This means you have the right to continue your coverage until you reach Age 75 or retire, whichever comes first. During that time, we cannot cancel the policy unless you do not make the required premium payment before the end of each grace period. To continue the policy, you must make sure that you pay the premiums when they are due.

The premium for this policy will change at Age 65. The premium may also change prior to or after Age 65, but only if the same change is made on all policies of this form issued to persons of the same classification in your state. We must give you at least 31 days (45 days in Florida and North Carolina; 60 days in Wisconsin) advance written notice before we change premiums. In no event will the premium increase during the first 12 months following the Policy Date.

## Grace Period

Your premium must be paid on or before the date it is due or during the 31-day grace period that follows. This policy stays in force during your grace period.

## Termination

This policy will terminate on the earliest of:

- (a) the date we receive your request to cancel the policy (in which case the grace period will not apply);
- (b) the date of your death;
- (c) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period;
- (d) your reaching Age 75; or
- (e) your Retirement.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. If we accept a premium without notice of your Retirement, such premium will be refunded. If we accept a premium after you reach Age 75 or after we receive notice of your Retirement, disability coverage will continue until the end of the period for which premium was accepted.

Termination of coverage will not affect any disability claim which began while the policy was in force.

## 10-Day Right to Examine Policy

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us or your agent within 10 days of its delivery. We will then promptly refund all premiums paid, and the policy will be considered never to have been issued.

## Reinstatement

Your policy will lapse if you do not pay your premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve it. If we do not approve it, this policy will be put back in force on the 45th day (30th day in New Mexico) after the date of the application, unless we give you prior written notice of its disapproval. The reinstated policy only covers loss due to an Injury that is received after the date of reinstatement or a Sickness that begins more than 10 days after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed, unless special conditions are added in connection with the reinstatement. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

## Optional Benefits

### Social Insurance Supplement (SIS) Benefits Rider – OHT1M

#### Definitions

The definitions in the policy and attached riders apply to this rider. In applying them, substitute “rider” for “policy.” In addition, the following definitions apply to this rider.

**SIS** means Social Insurance Supplement.

**SIS Total Disability Monthly Benefit** means the amount we will pay each month for Total Disability under this rider, after the Elimination Period is satisfied. The SIS Total Disability Monthly Benefit shown on the policy schedule will be reduced by the amount of Social Insurance benefits paid, if any, for the loss being claimed. In the event of a future increase in the amount of Social Insurance benefits payable, the SIS Total Disability Monthly Benefit will not be further reduced by the amount of such increase.

**Social Insurance** means disability or retirement benefits you are receiving due to a current Sickness or Injury. Social insurance benefits include:

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

## Qualifying for Social Insurance Supplement Benefits

This SIS Benefits Rider is subject to the same terms and conditions as the base policy. In addition, the following requirements must be satisfied in order to qualify for benefits under this rider.

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

If you do not comply with the above procedures, any benefits otherwise payable under this rider will automatically reduce to zero.

## Lump Sum Social Insurance Benefits

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

## Coordination of Social Insurance Benefit Reductions With Us

The benefits payable under this policy will coordinate with other Mutual of Omaha Insurance Company disability income policies or certificates, if any, which reduce benefits because of the receipt of Social Insurance benefits. The total reduction under all such policies or certificates will not be greater than the actual amounts received from all Social Insurance benefits.

## Total Disability Benefits

If you are unable to work because of Sickness or Injury, we will pay the SIS Total Disability Monthly Benefit (reduced by the amount of any Social Insurance benefits you receive) for each month of Total Disability, after the Elimination Period has been satisfied, for as long as:

- (a) the Benefit Period or to Age 65, whichever is less, when loss begins before Age 64; or
- (b) the Benefit Period or 12 months, whichever is less, when loss begins at or after Age 64 but before Age 75.

Loss will be considered to begin on the first date of Medical Treatment during Total Disability. When less than one month of Total Disability benefits is due, a pro rata benefit will be paid. Benefits for Total Disability are not payable during Proportional Disability. To be eligible for Total Disability benefits, your loss must begin before Age 75 or Retirement, whichever is first.

## Proportional Disability Benefits

If you are unable to work as much time or perform as many employment duties as usual because of Sickness or Injury, we will pay the SIS Proportional Disability Monthly Benefit for each month of Proportional Disability, provided you sustain a Loss of Monthly Income.

Proportional Disability benefits begin after expiration of the Elimination Period, and are payable for as long as:

- (a) the Benefit Period or to Age 65, whichever is less, when loss begins before Age 64; or
- (b) the Benefit Period or 12 months, whichever is less, when loss begins at or after Age 64 but before Age 75.

The SIS Proportional Disability Monthly Benefit will be an amount determined each month by using this formula:

(Loss of Monthly Income *divided* by Prior Monthly Income) *multiplied* by the SIS Total Disability Monthly Benefit *equals* the SIS Proportional Disability Monthly Benefit.

Loss will be considered to begin on the first date of Medical Treatment during Proportional Disability. When less than one month of Proportional Disability benefits is due, a pro rata benefit will be paid. Benefits for Proportional Disability are not payable during Total Disability. To be eligible for Proportional Disability benefits, your loss must begin before Age 75 or Retirement, whichever comes first.

## Indexing of Prior Monthly Income

If Proportional Disability continues for 12 months in a row or longer, your Prior Monthly Income amount will be adjusted to compensate for increases in the cost of living for purposes of calculating the above formula. On each one-year anniversary of the start of Proportional Disability, your Prior Monthly Income amount will be increased by 5% compounded annually. Such increases will continue for the duration of the Benefit Period, as long as Proportional Disability benefits are payable.

## Presumptive Total Disability Benefits

You will be presumed to be Totally Disabled if, prior to Age 75 or Retirement, Sickness or Injury results in the entire, irrecoverable and uncorrectable loss of:

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

You must present satisfactory proof of your loss. Your ability to engage in any occupation will not matter. Further Medical Treatment will not be required. Benefits will be paid, provided you are alive, according to the Total Disability provisions of this rider, except as follows:

- (a) Benefits will begin to accrue on the date of loss or the day following the Elimination Period, whichever is first; and
- (b) Regardless of the Benefit Period shown on the policy schedule, Total Disability benefits will be paid until Age 65 or for 12 months, whichever is longer.

No other benefits will be paid for Total Disability or Proportional Disability while benefits are paid under this provision.

## Transplant Donor Benefits

If you become disabled as the result of a transplant of part of your body to the body of another person, we will consider such disability to be the result of a Sickness, and we will pay benefits for Total Disability or Proportional Disability on the same basis as any other Sickness. Total or Proportional Disability, due to a transplant donation, must start while this rider is in force and at least six months after the rider date.

## Exceptions and Limitations

The Exceptions and Limitations in the policy apply to this rider. In applying them, substitute "rider" for "policy."

## Termination

This rider terminates when your policy terminates.

## Guaranteed Insurability Option Rider – OHT2M Definitions

The definitions in the policy and attached riders apply to this rider. In applying them, substitute "rider" for "policy." In addition, the following definitions apply to this rider.

**Age 55** means the first Rider Renewal Date coinciding with or next following your 55th birthday.

**Increase Amount** means the amount by which your policy's Total Disability Monthly Benefit will be increased. The increase amount will be shown on a Benefit Increase Rider when issued.

**Option Date** means the first Rider Renewal Date coinciding with or next following the second anniversary of the rider date

and each anniversary thereafter while this rider is in force. If an option date occurs while you are incurring Total Disability or Proportional Disability, it will be deferred until the first Rider Renewal Date following the end of such loss.

**Option Period** means the period that begins 60 days before the Option Date and ends on the Option Date.

**Rider Renewal Date** means the month and day this rider's premium payment is due. The rider renewal date occurs simultaneously with the Policy Renewal Date.

## Guaranteed Insurability Option

You have the option to increase your policy's Total Disability Monthly Benefit. You have this option regardless of any change in your health or occupation following the rider date (unless an Option Date occurs while you are Totally Disabled or Proportionally Disabled). You may exercise the option and increase your benefits as follows.

1. Increases will be made only upon receipt of your written application for such increase. You must apply within the Option Period. An approved Increase Amount will be effective on the Option Date.
2. If you do not qualify for an increase on an Option Date, you can still apply for an increase during a later Option Period.
3. The Increase Amount we will issue is subject to the following:
  - (a) The minimum Increase Amount will be \$100.00.
  - (b) Benefits will be limited by our underwriting rules in effect on the Option Date. Such rules prescribe limits of coverage we will issue in light of your income and any other coverage you may have.
  - (c) Each Increase Amount is limited to one-third of the Total Disability Monthly Benefit in effect on the rider date of this rider (rounded to the next highest \$100.00).
  - (d) All Increase Amounts combined are limited to two times the Total Disability Monthly Benefit in effect on the rider date of this rider.
  - (e) The Increase Amount must be issued with the same Elimination Period and Benefit Period as the benefits already in force.
  - (f) The Increase Amount applies only to your base policy's benefits. The Increase Amount will not apply to benefits payable under a Social Insurance Supplement (SIS) Benefits Rider, if any, attached to your policy.
4. The premium for the Increase Amount will be based upon your attained age on the Option Date. We will use the same premiums in effect on the Option Date that we would use for new applicants. If, at the time you increase the Total Disability Monthly Benefit, you have a Cost-of-Living Adjustment Rider in force, its premium will be adjusted accordingly.

## Termination

This rider terminates on whichever of the following occurs first:

- (a) Age 55.
- (b) The date you have increased your benefits to the maximum allowable by this rider.
- (c) The date your policy terminates.

## Cost-of-Living Adjustment Rider – OHT3M Definitions

The definitions in the policy and attached riders apply to this rider. In applying them, substitute “rider” for “policy.” In addition, the following definitions apply to this rider.

**Monthly Benefit** means the Total Disability Monthly Benefit shown on the policy schedule plus any Increase Amount issued under a Benefit Increase Rider. It also includes the SIS Total Disability Monthly Benefit payable under an optional Social Insurance Supplement (SIS) Benefits Rider, if any. Monthly Benefit does not include any cost-of-living adjustment amount.

**Review Date** means the annual anniversary date of the first day of the Elimination Period during Total Disability or Proportional Disability.

**Review Period** means the period between successive Review Dates.

## Cost-of-Living Adjustments

If Sickness or Injury results in benefits payable before Age 64, we will compute cost-of-living adjustments on each Review Date. Monthly Benefits which thereafter accrue during that Benefit Period will be adjusted as follows.

1. On the first Review Date, the Monthly Benefit will be increased by 5%. On each subsequent Review Date during the same loss, the Monthly Benefit will be increased by 5% compounded annually. All adjustment amounts will be rounded to the nearest dollar.
2. Cost-of-living adjustments for Total Disability or Proportional Disability will end when disability benefits are no longer payable for that loss. The Monthly Benefit, without any adjustment, would then apply to any new loss.

## Termination

This rider terminates at Age 64 or the date your policy terminates, whichever occurs first. Termination will not affect an existing claim.

## Sixty-Month Disability Definition Amendment Rider – OHT4M Rev.

### Total Disability Definition Amendment

The definition of Total Disability contained in your policy is deleted and replaced by the following:

**Total Disability** *during* the Elimination Period and *during* the first 60 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform the material and substantial duties of Your Occupation; and
- (b) you receive Regular Medical Care by a Physician.

Total Disability *after* the first 60 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform the material and substantial duties of any occupation for which you are reasonably suited because of education, training or experience; and
- (b) you receive Regular Medical Care by a Physician.

### Proportional Disability Definition Amendment

The definition of Proportional Disability contained in your policy is deleted and replaced by the following:

**Proportional Disability** *during* the Elimination Period and *during* the first 60 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform one or more of the material and substantial duties of Your Occupation or you are not able to perform such duties for as much time as it would normally take you to do them; and
- (b) your Loss of Monthly Income is at least 25%, but not more than 75%, of your Prior Monthly Income; and
- (c) you receive Regular Medical Care by a Physician.

Proportional Disability *after* the first 60 months following the Elimination Period means that due to Sickness or Injury:

- (a) you are unable to perform one or more of the material and substantial duties of any occupation for which you are reasonably suited because of education, training or experience, or you are not able to perform such duties for as much time as it would normally take you to do them; and
- (b) your Loss of Monthly Income is at least 25%, but not more than 75%, of your Prior Monthly Income; and
- (c) you receive Regular Medical Care by a Physician.

## Termination

This rider terminates at Age 63 or the date your policy terminates, whichever occurs first.

**If you have questions that are not answered by this Summary of Coverage, be sure to ask your agent or insurer representative.**

**Retain this for your records.**

**This is only a Summary of Coverage provided under the policy and rider forms designated. It is not a contract of insurance. The exact terms and conditions of this coverage are set forth in the policy and riders.**

Policy Form # D77-20313 or state equivalent

Rider Form #'s 0HT1M, 0HT2M, 0HT3M, 0HT4M Rev. or state equivalent

Underwritten by: Mutual of Omaha Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68175, 402 342 7600

# Disability Income Insurance Coverage



## OUTLINE OF COVERAGE FOR POLICY FORM D77

### 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 and 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!

### Disability Income Insurance Coverage

Policies of this category are designed to provide, to persons insured, coverage for disabilities resulting from a covered accident or sickness, subject to any limitations set forth in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.

### Benefits

#### Total Disability Benefits

If you are unable to work because of sickness or injury, we will pay the total disability monthly benefit for each month of Total Disability, after the elimination period has been satisfied, for as long as:

- (a) the benefit period or to age 65, whichever is less, when loss begins before age 64; or
- (b) the benefit period or 12 months, whichever is less, when loss begins at or after age 64 but before age 75.

Loss will be considered to begin on the first date of medical treatment during Total Disability.

#### Proportional Disability Benefits

If you are unable to work as much time or perform as many employment duties as usual because of sickness or injury, we will pay the proportional disability monthly benefit for each month of Proportional Disability, provided you sustain a loss of monthly income. Proportional Disability benefits begin after expiration of the elimination period, and are payable for as long as:

- (a) the benefit period or to age 65, whichever is less, when loss begins before age 64; or
- (b) the benefit period or 12 months, whichever is less, when loss begins at or after age 64 but before age 75.

The proportional disability monthly benefit will be an amount determined each month by using the formula shown in the policy. Benefits for Proportional Disability are not payable during Total Disability.

#### Presumptive Total Disability Benefits

You will be presumed to be Totally Disabled if, prior to age 75 or retirement, sickness or injury results in the entire, irrecoverable and uncorrectable loss of speech, hearing in both ears, sight in both eyes, or the use of both hands, both feet or one hand and one foot. You must present satisfactory proof of your loss. Your ability to engage in any occupation will not matter. Further medical treatment will not be required. No other benefits will be paid for Total Disability or Proportional Disability while benefits are paid under this provision.

#### Transplant Donor Benefits

If you become disabled as the result of a transplant of part of your body to the body of another person, we will consider such disability to be the result of a sickness, and we will pay benefits for Total Disability or Proportional Disability on the same basis as any other sickness. Total or Proportional Disability, due to a transplant donation, must start while the policy is in force and at least six months after the policy date.

#### Survivor Benefit

Upon your death, we will pay a survivor benefit to your designated beneficiary, if:

- (a) Total or Proportional Disability benefits were payable; and
- (b) the Benefit Period was not exhausted;

at the time you died. The survivor benefit will be a lump-sum amount equal to three times the total or proportional disability monthly benefit payable under the policy and any Social Insurance Supplement Benefits Rider at the time of your death. In the event no beneficiary is named or living, the survivor benefit will be paid:

- (a) to your surviving spouse; if none, then
- (b) equally to your surviving natural and adopted children; if none, then
- (c) equally to your surviving parent(s); if none, then
- (d) to your estate.

#### Rehabilitation Benefits

While you take part in a vocational on-the-job program, we will continue to pay Total Disability or Proportional Disability benefits to which you are otherwise entitled. We must approve the program before it begins and how long it is to continue.

## **Exclusions and Limitations**

Benefits are not payable for:

- (a) loss that begins while the policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted injury;
- (e) loss resulting from commission or attempted commission of a felony;
- (f) loss caused by suicide or attempted suicide, while sane or insane; or
- (g) loss resulting from your air travel as a non-commercial airline pilot.

Benefits payable are limited for the following conditions:

### **Pregnancy**

Benefits are not payable for loss due to normal childbirth, normal pregnancy or voluntarily induced abortion. Benefits for complications of pregnancy are payable on the same basis as any other sickness.

### **Substance Abuse Limitations**

Benefits payable for Substance Abuse are limited to a lifetime maximum of 24 months or the length of the benefit period shown in the policy schedule, whichever is less.

### **Mental or Nervous Disorder Limitations**

Benefits payable for Mental or Nervous Disorders are limited to a lifetime maximum of 24 months or the length of the benefit period shown in the policy schedule, whichever is less.

### **Relation of Earnings to Insurance**

The monthly benefit payable under the policy will be reduced if the disability benefits you received from all valid disability coverages exceed your prior monthly income.

### **Controlled Substances**

No benefits will be paid for loss caused by the voluntary use of any controlled substance defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by your physician.

### **Guaranteed Renewable to Age 75 or Retirement**

The policy is guaranteed renewable to age 75 or retirement. This means you have the right to continue your coverage until you reach age 75 or retire, whichever comes first. During that time, we cannot cancel the policy unless you do not make the required premium payment before the end of each grace period. To continue the policy, you must make sure that you pay the premiums when they are due.

### **Premiums Subject to Change**

The premium for the policy will change at age 65. The premium may also change prior to or after age 65, but only if the same change is made on all policies of this form issued to persons of the same classification in your state. We must give you at least 31 days advance written notice before we change premiums. In no event will the premium increase during the first 12 months following the policy date.