# **Protector Platinum<sup>SM</sup>**

Sample Individual Disability Income Insurance Policy





INSURED:	
POLICY NUMBER:	

Standard Insurance Company

#### DISABILITY INCOME INSURANCE POLICY

This is a Disability Income Insurance Policy. Standard Insurance Company, a stock life insurance company, issued this policy to the Owner in consideration of the statements made in the application and payment of the premium. A copy of the application is attached to and made part of the policy.

GUARANTEED RENEWABLE TO THE TERMINATION DATE, shown on the Policy Data page. As long as the premium is paid by the end of each grace period, we cannot change any part of the policy, except its premium, until the Termination Date. Before that date we can change the premium only: (1) After the policy is three years old; and (2) If the change applies to all policies with like benefits insuring the same Risk Class. The policy will end on the Termination Date, except as provided by the Renewal Option After The Termination Date provision. See that provision for premium changes that apply if the policy is continued under the Renewal Option.

RENEWAL OPTION AFTER THE TERMINATION DATE: SUBJECT TO CHANGE IN PREMIUM RATES. You may ask us to continue this policy beyond the Termination Date, subject to the terms of the Renewal Option After The Termination Date provision.

RIGHT TO RETURN POLICY. If not satisfied with this policy, the Owner may return it for cancellation within 20 days after receipt by the Owner. The policy must be returned to the sales representative who sold it or to our Home Office. The policy will then be void from the beginning, and any premium paid for it will be refunded to the Owner.

**READ THIS POLICY CAREFULLY.** It is a legal contract between the Owner and Standard Insurance Company.

Signed at Our Home Office 1100 S.W. Sixth Avenue Portland, Oregon 97204 800-247-6888

STANDARD INSURANCE COMPANY

Ву

J. Greg Ness President

Holley Franklin Corporate Secretary

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B170(7/10)		

#### **POLICY DATA**

Insured [JOHN DOE] [00C9999990] Policy Number

Policy Effective Date [July 2, 2010] [35] Issue Age

Owner at Issue [The Insured] [Non-Smoker] Risk Class

Termination Date [July 2, 2042] [4A] Occupation Class

Benefit Waiting Period [90 days] [Male] Sex

#### PREMIUM SUMMARY

**Annual Premium** 

 Base Policy
 \$[xxx.xx]

 Riders
 \$[xxx.xx]

 Net Annual Premium:
 \$[x,xxx.xx]{\*}

[Mode of Premium Payment: [Special Monthly] Amount: \$[xx.xx]

There are four premium modes available. The total amount due over a policy year varies by the mode selected. The mode you chose is noted above. The total due over the policy year for this mode and the difference between that total and the net annual premium payment are noted below:

# **Total of Special Monthly Premium Payments:**

[x,xxx.xx]

Difference between net annual premium and total [Special Monthly] payments: \$[xx.xx]

{\*The Net Annual Premium reflects a discount of xx%}

# [NONCANCELABLE / GUARANTEED RENEWABLE POLICY]

# **BASIC POLICY BENEFITS ([To Age 67])**

Commencement Date [91st] day of Disability

Basic Monthly Benefit \$[2,000]

Maximum Benefit Period: [To July 2, 2042, or 24 months, whichever is

longer.]

# POLICY DATA (CONTINUED)

Insured [JOHN DOE] [00C9999990] Policy Number

#### **ADDED BENEFITS**

Rider	Amount Of Benefits	Annual Premium Prior to Age 67
Noncancelable Policy Rider		*]
[Future Purchase Option Rider Option Pool Amount: \$1,000.00 Expiration Date: [December 1:	5, 2027]]	\$xx.xx **]
[Indexed Cost of Living Rider		*]
[Catastrophic Disability Benefit Rider	\$[500.00] Per Month	\$xx.xx]
[Total Premium for Riders		\$xxx.xx]

[\* Premium included in base policy premium and any applicable rider premium.]

[\*\* Payable to expiration date.]

If this policy was issued with an increased premium, exclusion or other modification, you may contact us if there are any changes to your health, occupation, avocation or other risk factor that might allow coverage to be continued without the modification. We will review the information you provide plus any other information available to us regarding all risk factors associated with you as of the time of our review. Using our underwriting guidelines then in effect, we reserve the right to offer any change that we think is most appropriate, as well as the right to decline to make any change, regardless of whether the change in risk factor(s) is directly related to the reason for the policy modification.

#### INTRODUCTION

We agree to pay benefits according to the terms of this policy if you become Disabled while this policy is in force and you give us Proof Of Loss for any benefits for which you submit a claim.

In this policy **you/your** mean the Insured; **we/us/our** mean Standard Insurance Company. Other defined terms have initial capital letters and are defined in the DEFINITIONS section or in the provisions in which they first appear and to which they primarily pertain.

Disability/Disabled means that you are either Totally Disabled or Partially Disabled.

**Disability Benefit / Disability Benefits** means any benefit payment or payments for Total Disability or Partial Disability that are made under this policy.

#### **BENEFITS FOR DISABILITY**

#### BENEFIT FOR TOTAL DISABILITY

You will be eligible for a Disability Benefit during your Total Disability if you meet the requirements below. The Disability Benefit we will pay each month will equal the Basic Monthly Benefit.

Total Disability/Totally Disabled means that due to your Injury or Sickness:

- you are unable to perform the Substantial And Material Duties of your Own Occupation; and
- you are under the regular care of a Physician appropriate for your Injury or Sickness. This Physician's care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

**Substantial And Material Duties** means the usual duties that are essential to your ability to perform in your Own Occupation.

Own Occupation means the occupation or occupations which you are regularly engaged in at the time your Disability begins.

If you have limited your practice to a professionally recognized specialty in medicine or law, then that specialty will be deemed your Own Occupation.

If you are unemployed at the time Disability begins, then the last occupation in which you worked at least 30 hours per week will be deemed your Own Occupation.

If you are retired at the time Disability begins, then being retired will be deemed your Own Occupation.

#### BENEFIT FOR PRESUMPTIVE DISABILITY

You will be considered Totally Disabled if you become Presumptively Disabled.

**Presumptive Disability/Presumptively Disabled** means that you have an Injury or Sickness that prior to the Termination Date results in your total and permanent loss of any of the following:

- Speech.
- Hearing in both ears, not restorable by hearing aids.
- Sight in both eyes which measures at or below 20/200, after reasonable efforts are made to correct your vision using the most advanced, medically acceptable procedures and devices available.
- Use of both hands.
- Use of both feet.
- Use of one hand and one foot.

For Total Disability resulting from Presumptive Disability, we will pay a Disability Benefit equal to the Basic Monthly Benefit regardless of your Monthly Earnings. We will waive the Benefit Waiting Period, and the monthly Disability Benefit for Presumptive Disability will be payable from the date of your loss [until the end of the Maximum Benefit Period.] / [for your lifetime.]

# BENEFITS FOR PARTIAL DISABILITY

You will be eligible for a Disability Benefit during your Partial Disability if you are not Totally Disabled and you meet the requirements below.

# **INITIAL PERIOD OF PARTIAL DISABILITY**

The Benefit Waiting Period and the first 6 months that Disability Benefits are payable for Partial Disability is called the **Initial Period**. During the Initial Period, after you have satisfied the Benefit Waiting Period, the Disability Benefit payable each month for Partial Disability will equal the Basic Monthly Benefit, regardless of your Monthly Earnings.

During the Initial Period, Partial Disability/Partially Disabled means:

- you are working in your Own Occupation or any other occupation; and
- you are not Totally Disabled; and
- due to your Injury or Sickness, you have a <u>Loss Of Duties</u>, or a <u>Loss Of Time</u>, or a Loss Of Income; and
- you are under the regular care of a Physician appropriate for your Injury or Sickness. This Physician's care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

Loss Of Duties means you are able to perform some but not all Substantial And Material Duties. The Substantial And Material Duties which you are unable to perform must account for at least 20% of the time you spent in your Own Occupation prior to the date of Disability.

**Loss Of Time** means you are able to perform all Substantial And Material Duties but unable to do them for at least 20% of the time you spent in your Own Occupation prior to the date of Disability.

**Loss Of Income** means that your Monthly Earnings is <u>80% or less</u> of your Indexed Predisability Earnings.

#### **EXTENDED PARTIAL DISABILITY**

After the Initial Period, the definition of **Partial Disability/Partially Disabled** is changed to mean:

- you are working in your Own Occupation or any other occupation; and
- you are not Totally Disabled; and
- due to your Injury or Sickness, you have a Loss Of Income; and
- you are under the regular care of a Physician appropriate for your Injury or Sickness. This Physician's care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

Under this definition of Partial Disability, the amount of Disability Benefit payable each month will depend on the amount of your Monthly Earnings.

If your Monthly Earnings is:

- less than 20% of your Indexed Predisability Earnings, the Disability Benefit will equal the Basic Monthly Benefit.
- 20% to 80% of your Indexed Predisability Earnings, the Disability Benefit will equal a
  portion of the Basic Monthly Benefit. The amount will be determined each month as
  follows:
  - your Loss Of Earnings for that month your Indexed Predisability Earnings x the Basic Monthly Benefit
- more than 80% of your Indexed Predisability Earnings, no Disability Benefit is payable.

#### RECOVERY BENEFIT

Immediately after you have Recovered from your Disability, we will pay a Recovery Benefit if you experience a Loss Of Income and that Loss Of Income is solely the result of the previous Injury or Sickness that caused your Disability. The amount of Recovery Benefit we pay will be determined by the formulas set forth above in the Extended Partial Disability provision. You must be able to demonstrate that your Loss Of Income is solely the result of the previous Injury or Sickness for the Recovery Benefit to be payable. We will periodically review the amount of your Monthly Earnings and the relationship between your Loss Of Income and the Injury or Sickness that caused your Disability.

The Recovery Benefit will no longer be payable on the date that the first of the following events occurs:

You no longer experience a Loss Of Income;

- Your Loss Of Income is no longer solely the result of the Injury or Sickness that caused your Disability;
- You become Disabled;
- The Maximum Benefit Period ends:
- The policy terminates.

#### **REHABILITATION PROGRAM**

While you are Disabled you may participate in a voluntary Rehabilitation Program to help you prepare for your return to full-time work.

**Rehabilitation Program** means a written program, plan, or course of vocational training or education. A Rehabilitation Program may be proposed by you or us. The terms, conditions, and objectives of the Rehabilitation Program must be accepted by you and approved by us before we will pay for any costs connected with it.

An approved Rehabilitation Program may include our payment of some or all of the expenses you incur in connection with the plan. Such expenses may include workplace, vehicle or home modifications, training and educational expenses, family care expenses, job-related expenses, and/or job search expenses.

We will pay the reasonable costs of a Rehabilitation Program that are not otherwise covered by any other plan, policy, or program. We will periodically review the Rehabilitation Program and your progress; and we will continue to pay the agreed upon costs for as long as we determine that the Rehabilitation Program is meeting the mutually agreed upon objectives.

The Rehabilitation Program is not required by this policy. If you cease to participate in the Rehabilitation Program, we will continue paying any benefits you are eligible to receive.

#### **ADDITIONAL BENEFITS**

#### PREMIUM WAIVER BENEFIT

We will waive all premiums due under this policy while Disability Benefits or Recovery Benefits are payable.

If the Benefit Waiting Period is greater than 90 days, we will waive all premiums due and payable after the 90th day of Continuous Disability, up to the Commencement Date, as long as you remain Continuously Disabled.

After completion of the Benefit Waiting Period, we will refund to the Owner any premium due and paid after the date your Disability began. We will continue to waive all premiums for as long as Disability Benefits or Recovery Benefits are payable for the same claim.

The Owner will resume responsibility for premium payments on the next premium due date after Disability Benefits or Recovery Benefits are no longer payable.

#### **COMPASSIONATE DISABILITY BENEFIT**

We will pay a Compassionate Disability Benefit while:

- you are working at least 20% fewer hours in order to care for your Loved One while he or she has a Serious Health Condition which began after the Policy Effective Date and before the Termination Date; and
- your Monthly Earnings is at least 20% less than your Predisability Earnings due to that reduction in hours worked; and
- you are not Disabled; and
- no other benefit is payable under this policy.

**Loved One** means your parent, child (including an adopted child and stepchild), spouse, Domestic Partner, and child of your Domestic Partner.

**Serious Health Condition** means that due to your Loved One's Injury or Sickness, he or she:

- is receiving inpatient care in a hospital, hospice or residential medical care facility; or
- requires Substantial Supervision for his or her health or safety due to Severe Cognitive Impairment; or
- is unable to safely and completely perform two or more Activities Of Daily Living without Hands-On Assistance or Standby Assistance due to loss of functional capacity; or
- is terminally ill with a condition that is reasonably expected to result in death within 12 months.

We may require appropriate authorization from your Loved One to obtain information about your Loved One's Serious Health Condition, as well as documentation of your income, as we deem necessary to evaluate your claim.

For a Compassionate Disability Benefit to be payable, the Serious Health Condition must be caused by an Injury or Sickness that first occurs or manifests itself after the Policy Effective Date and before the Termination Date.

A recurrent Serious Health Condition from the same cause or causes, if interrupted by periods of recovery of less than 180 days, will be considered one Serious Health Condition. However, no Compassionate Disability Benefits are payable during any period the Loved One is not experiencing a Serious Health Condition.

You may claim the Compassionate Disability Benefit up to two times while the policy is in force. The maximum amount of Compassionate Disability Benefit we will pay for all claims and all Loved Ones is a total amount equal to six times the Basic Monthly Benefit. Any part of this total amount remaining after the first claim will be available for a second claim.

Only one claim for the Compassionate Disability Benefit will be paid at a time. A new Benefit Waiting Period will be required if a different Loved One experiences a Serious Health Condition or the same Loved One experiences a new Serious Health Condition.

The Compassionate Disability Benefit will begin once the Benefit Waiting Period is met, as measured from the day the Serious Health Condition begins. The amount of Compassionate Disability Benefit we will pay each month will depend on the amount of your Monthly Earnings.

If your Monthly Earnings is:

- less than 20% of your Predisability Earnings, the amount we will pay will equal the Basic Monthly Benefit.
- 20% to 80% of your Predisability Earnings, the amount we will pay will equal a
  portion of the Basic Monthly Benefit. The amount will be determined each month as
  follows:
  - your Predisability Earnings your Monthly Earnings x the Basic Monthly Benefit your Predisability Earnings
- more than 80% of your Predisability Earnings, no Compassionate Disability Benefit is payable.

#### **AUTOMATIC INCREASE BENEFIT**

This benefit provides for Automatic Increases to the Basic Monthly Benefit, compounded each year during the Increase Period, without evidence of insurability. You are eligible for this benefit if your Issue Age is under age 60.

**Automatic Increase** means an amount, equal to 4% of the Basic Monthly Benefit, which is added to the Basic Monthly Benefit in effect on each Increase Date occurring during an Increase Period.

**Increase Date** means a Policy Anniversary during an Increase Period.

**Increase Period** means a period of five consecutive years during which an Automatic Increase occurs on each Increase Date. The first Increase Period begins on the day after the Policy Effective Date and it ends on the fifth Increase Date.

Any additional Increase Period we approve will begin on:

- the day after the last Increase Period ends; or
- the day after the Policy Anniversary preceding the date we approve the application for the additional Increase Period, if the last Increase Period ended while benefits were payable;

and it will end on the fifth Increase Date that follows.

However, if you are over age 55 at the start of any Increase Period, that Increase Period will be the number of years between the start of the Increase Period and the Increase Date next following your 60th birthday.

#### **EFFECT OF AUTOMATIC INCREASES**

An Automatic Increase will occur on each Increase Date. An Automatic Increase will affect benefit amounts that become payable for Disability Benefits, Recovery Benefits, Compassionate Disability Benefits and the Survivor Benefit.

An Automatic Increase will only apply to a Continuous Disability or Serious Health Condition that begins after the Increase Date on which that Automatic Increase took effect.

#### PREMIUMS FOR AUTOMATIC INCREASES

The premium for each Automatic Increase will be based on our rates in effect for your age and Risk Class on the Increase Date on which the Automatic Increase takes effect. If on an Increase Date premium is being waived under the Premium Waiver Benefit, then premium for an Automatic Increase will be due on the next premium due date after benefits are no longer payable.

#### REFUSAL AND FORFEITURE OF AUTOMATIC INCREASE BENEFIT

If a new premium resulting from an Automatic Increase is not paid in full when due, we will consider that Automatic Increase as refused.

The Owner may also refuse an Automatic Increase by sending written notice to us at our Home Office. We must receive such notice at least 30 days before the Increase Date on which that Automatic Increase is to occur. Upon our receipt of such notice of refusal, we will cancel that Automatic Increase; and we will refund any premium that was paid for that Automatic Increase.

Refusal of two consecutive Automatic Increases will end the Automatic Increase Benefit and no future Automatic Increases will occur.

#### ADDITIONAL INCREASE PERIODS

The Owner may seek to renew the Automatic Increase Benefit by applying for an additional Increase Period. We must receive the application within 60 days prior to the end of the current Increase Period. If an Increase Period ends while any benefits are payable under the policy, then the Owner must apply not less than 60 days and not more than 120 days after the last benefit payment.

The application must be in writing. We will require evidence of your income and occupation. We will also require information on other disability income insurance in force or applied for, or for which you are or will become eligible. Approval of your application will be subject to our Issue And Participation Limits, rules and guidelines in effect at the time of your application.

# **END OF AUTOMATIC INCREASE BENEFIT**

The Automatic Increase Benefit ends, and no further Automatic Increases will be allowed, on the earliest of the following dates:

 the last Increase Date in an Increase Period if you do not submit or we do not approve an application for an additional Increase Period;

- the second of two consecutive Increase Dates where Automatic Increases were refused:
- the date we receive your written request to end this benefit;
- the day after the Increase Date next following your 60th birthday;
- the date the policy terminates.

#### **SURVIVOR BENEFIT**

We will pay a Survivor Benefit for three months beyond the date of your death if you die while Disability Benefits or Recovery Benefits are being paid under this policy. The amount of each Survivor Benefit will equal the Basic Monthly Benefit. There is no Benefit Waiting Period for the Survivor Benefit.

While this policy is in force the Owner may designate a payee, or change a previously named payee, to receive the Survivor Benefit. The designation or change must be made on a form satisfactory to us. If no payee has been named, or if the named payee is not living at the time of your death, we will pay the Survivor Benefit to the Owner or the Owner's estate.

#### COSMETIC OR TRANSPLANT SURGERY DISABILITY BENEFIT

We will consider you as Disabled due to Sickness if, more than six months after the Policy Effective Date, you otherwise meet the definition of Disabled as a result of your having surgery to:

- Improve your appearance; or
- Prevent your disfigurement; or
- Transplant part of your body to someone else.

#### **EXCLUSIONS AND LIMITATIONS**

# **EXCLUSIONS FROM COVERAGE**

We will not pay benefits for:

- Disability due to War. **War** means any war, declared or undeclared, civil or international; act of war; act incident to war; insurrection; and substantial armed conflict with organized forces of a military nature.
- The first 90 days of your Disability due to pregnancy or childbirth.
- Disability caused or contributed to by your committing or attempting to commit an assault or felony.
- Disability caused or contributed to by your actively participating in a violent disorder or riot. "Actively participating" does not include your being at the scene of a violent disorder or riot while performing your official duties.
- Disability while you are confined for any reason to a penal or correctional institution.
- Intentionally self-inflicted Injury.

#### **BENEFIT WAITING PERIOD LIMITATION**

Unless otherwise stated in this policy, for each claim for benefits from the same cause or causes there is a Benefit Waiting Period. No benefits are payable during the Benefit Waiting Period. Benefits start the day after the Benefit Waiting Period ends, on the Commencement Date, if you are Disabled on that date.

**Benefit Waiting Period** means a period, measured from the first day of your Disability throughout which you must be Disabled before benefits become payable. The Benefit Waiting Period is shown on the Policy Data page.

With respect to the Compassionate Disability Benefit, the Benefit Waiting Period means a period, measured from the first day of your Loved One's Serious Health Condition, throughout which your Loved One must have a Serious Health Condition before a Compassionate Disability Benefit becomes payable.

The days in the Benefit Waiting Period may be consecutive; or they may be interrupted by period(s) of Recovery. However, for any benefit to become payable, the number of days in the Benefit Waiting Period must be reached within a larger period of consecutive days, as follows:

Benefit Wait	<u>ing Period</u>	Consecutive Days
60 days	must be reached within	120 days
90 days		180 days
180 days		360 days
365 days		540 days

Unless otherwise stated, the benefits begin on the Commencement Date and continue, subject to the terms of this policy, until the end of the Maximum Benefit Period.

#### **CONCURRENT DISABILITY**

When your Disability is caused by more than one Injury or Sickness or from a combination of these, we will pay benefits as if there were only one Injury or Sickness. In no event will you be considered to have more than one Disability at the same time. Once a period of Continuous Disability starts, it will be one period of Continuous Disability no matter what Injury or Sickness, or how many, caused the Disability to start or caused you to remain Disabled.

#### PRE-EXISTING CONDITIONS

Benefits for a Disability caused or contributed to by a Pre-existing Condition will be payable only if the Pre-existing Condition is fully disclosed in the application and it is not specifically excluded from coverage by amendment or endorsement.

**Pre-existing Condition** means any mental or physical condition for which, during the 365 days immediately prior to the Policy Effective Date:

You have consulted a physician or received medical treatment or services; or

- You have undergone diagnostic procedures, including those that are selfadministered or self-prescribed; or
- You have taken prescription drugs or medications; or
- A reasonably prudent person would have sought medical advice, care or treatment.

#### LOSS OF LICENSE

While your Injury or Sickness may result in the loss or restriction of a professional license, occupation license or certification, that loss or restriction, by itself, does not constitute a Disability.

#### LIMITATION FOR RESIDENCE OUTSIDE THE UNITED STATES AND CANADA

Payment of Disability Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

#### **CLAIMS**

#### NOTICE OF CLAIM

You or the Owner, or your authorized personal representative, must send written notice of claim within 30 days after your Disability or your Loved One's Serious Health Condition starts, or as soon as is reasonably possible. Written notice must be given to us at our Home Office or to any of our authorized sales representatives. It must include your name and the Policy Number.

# **CLAIM FORMS**

After we receive written notice of claim, we will provide our claim form(s) to be completed and submitted as part of the required Proof Of Loss. If we do not provide our form(s) within 15 days after we receive written notice of claim, you may submit a letter of claim to our Home Office. The letter must include the date the Disability or Serious Health Condition began, and the cause and nature of the Disability or Serious Health Condition.

#### **PROOF OF LOSS**

You are responsible for providing Proof Of Loss. We must receive Proof Of Loss within 90 days after the end of each monthly period for which you claim benefits. If that is not reasonably possible, the claim will not be affected, provided written proof is furnished as soon as is reasonably possible. However, unless you lack legal capacity, we must be given written proof within one year after the 90th day referred to above, for that claim to be valid.

**Proof Of Loss** means written proof that you are or were Disabled and entitled to benefits under this policy. In addition to the completed claim form(s), or your letter of claim, Proof Of Loss includes proof that:

- You became Disabled while this policy was in force; and
- Your Disability was a Continuous Disability through the Benefit Waiting Period and the Commencement Date; and

 You are or were under the regular care of a Physician appropriate for your Injury or Sickness.

For purposes of the Compassionate Disability Benefit, Proof Of Loss means written proof that, while this policy was in force and continuous through the Benefit Waiting Period, your Loved One had a Serious Health Condition; and you worked reduced hours and had reduced earnings during that Loved One's Serious Health Condition.

Proof Of Loss for any claim may also include any information and documentation we may reasonably require in order to substantiate and evaluate your claim, including but not limited to:

- medical records and physician's notes or statements;
- medical examinations;
- documentation of your prior and current income, including tax returns;
- examination(s) of financial and operational records.

If any required information or documentation is not provided within 45 days after we send our request, your claim may be denied.

Except for medical or financial records examinations, you are responsible for all costs of providing Proof Of Loss.

We will require written authorization for us to obtain the information or documentation we require as Proof Of Loss. We will also require you to submit additional documentation of your claim at your expense at reasonable intervals while you are receiving benefits.

# **EXAMINATIONS**

As part of the required Proof Of Loss, we have the right to require periodic examinations to determine your eligibility for benefits. These examinations will be done at our expense. We will choose examiner(s) appropriate for the evaluation of your claim. Examinations may include but are not limited to:

- independent medical and psychiatric examinations by physicians or specialists;
- functional capacity examinations and occupational and vocational evaluations;
- examinations and analyses of your financial and operational records and those of any business in which you have an interest. Such records may include tax returns, financial statements, billing and expense information, bank statements, cancelled checks or other documents.

We may defer or suspend payment of benefits if you fail to submit to an examination, or if you fail to cooperate with the person conducting the examination. Benefits may be resumed, provided that the required examination occurs within a reasonable time and benefits are otherwise payable.

#### TIME OF PAYMENT

After we receive satisfactory written Proof Of Loss and all other conditions are met, we will pay benefits under this policy. Any accrued benefits will be paid immediately. Any benefits due thereafter will be paid monthly. For periods of less than one month, we will pay a prorated portion of the monthly benefit for each day benefits are payable. Payment will be subject to our receipt of continued Proof Of Loss.

Once your claim is approved, benefits will continue until the end of the period for which you have provided us with satisfactory written Proof Of Loss, subject to the terms and limits of this policy. We will require you to submit additional Proof Of Loss at reasonable intervals while you are continuing to receive benefits.

#### **PAYMENT OF CLAIMS**

We will pay all benefits to the Owner or the Owner's estate, unless the Owner names a payee to receive such benefits. Designation of a payee, or change of a previously named payee, must be in writing and signed by the Owner. At the Owner's request we will provide a form for naming or changing a payee.

We can pay total benefits of up to \$1,000 to any relative of the Owner we believe is entitled to them if any benefit is payable to the Owner's estate, or if the Owner or any payee lacks legal capacity to give a valid release.

We will not be liable to anyone to the extent we make payment in good faith.

#### **OVERPAYMENT OF BENEFITS**

We have the right to be reimbursed for any overpayment of benefits under this policy. We will notify the Owner promptly upon the discovery of any overpayment. After such notice, any and all overpayments that have not been reimbursed will become a debt due and payable to us. We will withhold the unreimbursed portion of any overpayments from any benefit payments due under the policy, regardless of the payee, until all overpayment amounts are repaid in full.

#### INVESTIGATION OF YOUR CLAIM

We may conduct an investigation of your claim at any time. We will pay benefits only after we have had a reasonable time to conduct an investigation of your claim, and we have determined that benefits are payable.

#### **REVIEW PROCEDURE**

If we deny all or part of your claim, you may request a review. You must make the request within 180 days after receiving notice of the denial.

Your request must be in writing. You may review any non-privileged information that relates to your request for review; and you may send us written comments or other items to support your claim.

We will review your claim promptly after we receive your request for review. We will send you a notice of our decision not more than 60 days after we receive your request. If special circumstances require an extension, we will send the notice of decision to you within 120 days. We will state the reasons for our decision and we will refer you to the relevant parts of the policy.

# PREMIUMS, REINSTATEMENT, TERMINATION

#### **PREMIUMS**

The premium is the amount we charge at regular intervals to keep this policy in force, and it is shown on the Policy Data page. Before the Termination Date we can change premium rates only: (1) After this policy has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class. Premiums are payable at our Home Office. The initial premium is due on the Policy Effective Date. If the initial premium is not paid, the policy is never in force.

Premiums may be paid on an annual, semi-annual or quarterly basis. Also, the Owner may request a special monthly premium mode, subject to our rules and approval. We may terminate this special mode at any time by writing to the Owner.

The Owner may request a change of premium mode by writing to us. The change is subject to our rules and approval. No change of premium mode will be allowed while you are Disabled or while benefits are payable.

#### **GRACE PERIOD**

A 31-day grace period to pay premiums follows the due date of each premium except the initial premium. The policy will continue in force during the grace period. If a premium is not paid by the end of its grace period, the policy will terminate. If you become Disabled during the grace period, we will deduct any due and unpaid premiums from any benefits we pay.

#### REINSTATEMENT

If this policy ends because a premium is not paid by the end of the grace period, the Owner may request that the policy be reinstated. The request must be made any time within six months after termination.

If our requirements for reinstatement are met, the policy may be reinstated in one of the following ways:

- Reinstatement Without An Application If we receive the required premium and we do not require a reinstatement application, our acceptance of the required premium will reinstate the policy.
- Application Required; Conditional Receipt Issued If we receive the required premium, but we require an application for reinstatement and issue a conditional receipt for the premium tendered, reinstatement is subject to our approval. Reinstatement will be effective on the date we approve the application.

However, if we disapprove the application, we must mail notice of our disapproval to the Owner within 45 days after the date of the conditional receipt. If we do not mail notice of our disapproval within that time, the policy will be reinstated as of the 45th day.

The reinstated policy will only cover Disabilities due to:

- Injury sustained after the Reinstatement Date; or
- Sickness that began more than ten days after the Reinstatement Date.

If we require an application for reinstatement, a new period for contesting the policy or a claim will apply to the reinstated policy. See Time Limit On Certain Defenses under GENERAL PROVISIONS. We may add or change provisions or limitations when we reinstate the policy. Except for the provisions that may be added or changed, the Owner's rights and our rights will be the same as before the policy terminated.

#### **POLICY TERMINATION**

If a premium is not paid by the end of its grace period, the policy will terminate. This policy will also terminate on the earliest of:

- 12:01 a.m. on the Termination Date shown on the data page, unless this policy is being continued under the Renewal Option After The Termination Date provision.
- The date you are no longer regularly employed for at least 30 hours per week, if this
  policy is continued under the Renewal Option, unless you are Disabled on that date
  under the policy terms. If the policy terminates for this reason, we will refund any
  premium paid for the period beyond the date the policy terminates.
- The date you Recover from your Disability covered by the Renewal Option, if the policy is continued under that Option.
- The date of your death. After we receive notice of your death, we will refund to the Owner or the Owner's estate any premium paid for the period beyond the date of death.

In addition, the Owner may terminate this policy by sending us a written request. Such termination will be effective on the date the request is received at our Home Office, or on the date the Owner requests, subject to our approval. We will refund any premium paid for the period beyond the effective date of the termination.

#### RENEWAL OPTION AFTER THE TERMINATION DATE

#### **RENEWAL OPTION**

The Owner may request that Total Disability coverage under this policy continue beyond the Termination Date. In order for us to consider the request, the following must be true on the Termination Date:

- You remain actively and regularly employed for at least 30 hours per week; and
- You are not Disabled.

If we approve the request and the policy is continued under this Option, you must remain actively and regularly employed for at least 30 hours per week for the policy to remain in force. We have the right to ask you at least once per year for proof satisfactory to us that you are meeting this requirement. In addition, we have the right to ask for this information more often than once per year if we reasonably believe that such information is necessary for this policy to continue under this Option.

You must notify us as soon as is reasonably possible if at any time:

- You no longer remain actively and regularly employed for at least 30 hours per week; or
- You cease employment altogether.

# **RENEWAL OPTION REQUEST**

The Owner may request this Option by writing to us at our Home Office. We must receive the request at least 30 days prior to the Termination Date. The policy must be in force with all due premiums paid on the date we receive the request.

# **RENEWAL BENEFIT**

Under the Renewal Option, only the coverage for Total Disability will continue beyond the policy's Termination Date. All other coverage provided by the policy and all riders and rider benefits ends at 12:01 a.m. on the Termination Date, unless a rider states otherwise. Except as shown below, the same provisions, exceptions, exclusions and limitations in this policy continue to apply if the Renewal Option is elected.

The Maximum Benefit Period for a policy continued under this Option is as follows:

For Total Disabilities that begin on or before the Policy Anniversary immediately following your 75th birthday: The Maximum Benefit Period is 24 months.

For Total Disabilities that begin after the Policy Anniversary immediately following your 75th birthday: The Maximum Benefit Period is 12 months.

The policy's definition of Own Occupation as applied to any Disability covered by this Option is changed to read:

**"Own Occupation** means the occupation or occupations which you are regularly engaged in at the time Disability begins. If you have limited your practice to a professionally recognized specialty in medicine or law, then that specialty will be deemed your Own Occupation."

The policy's definition of Continuous Disability/Continuously Disabled as applied to any Disability covered by this Option is changed to read:

"Continuous Disability/Continuously Disabled means the same as Total Disability/ Totally Disabled as defined in the policy." Under this Option, payment of benefits will be made for only one Disability. No Disability Benefits are due or payable during any period of Recovery. The policy, this Option and all coverage will end on the date you Recover from your Disability under this Option.

#### **RENEWAL PREMIUM**

The premium to continue the policy under the Renewal Option will be different from the premium shown on the Policy Data page. It will be based on the rate in effect for all policies with like benefits insuring the same age and Risk Class as of the Termination Date. We can change the premium rates at any time, but only if we change it for everyone who:

- Has this policy form;
- Has like benefits;
- Is your age; and
- Is in your Risk Class.

We will refund to the Owner any premium paid after the Termination Date, unless the policy is in force under the Renewal Option. Payment or receipt of any premium after the policy ends for any reason will not continue it in force, unless the policy is being continued under the Renewal Option.

# **END OF RENEWAL OPTION**

This Option and policy, and all coverage, will end on the earliest of the following:

- the date you cease being regularly employed at least 30 hours per week, unless you are Disabled on that date under the policy terms;
- the date you Recover from a Disability covered under this Option;
- the date the policy and this Option end under the Policy Termination provision.

#### **GENERAL PROVISIONS**

# THE CONTRACT

This insurance is provided in consideration of our receipt of: (1) The completed application; and (2) Payment of all required premiums. This policy and all attachments, including any benefits, riders, endorsements and copies of the application and application supplements, make up the whole contract. No one, including our sales representative, has the right to change or waive any part of this policy unless the change is approved in writing by our President and Corporate Secretary.

#### **CONFORMITY WITH STATE LAWS**

Any provision in this policy which, on its effective date, conflicts with the laws of the state in which the application was taken, is amended to meet the minimum requirements of such laws.

#### TIME LIMIT ON CERTAIN DEFENSES

After two years from the latter of the Policy Effective Date or its most recent Reinstatement Date, no misstatements, except fraudulent misstatements, made by you or the Owner in the application for the polic y shall be used to rescind the policy or to deny a claim for Disability starting after the end of such two-year period.

No claim for Disability starting after two years from the later of the Policy Effective Date or its most recent Reinstatement Date will be reduced or denied on the ground that a disease or physical condition existed before such date, unless it is specifically excluded by name or specific description, or there was fraudulent misstatement in the application for the policy or for reinstatement.

#### **LEGAL ACTION**

Legal action cannot be brought against us until at least 60 days following the date written proof is received by us under Proof Of Loss. Also, legal action may not be brought against us after three years from the date written proof is required under Proof Of Loss.

#### **MISSTATEMENTS**

If your Issue Age or sex has been misstated, any benefits will equal those that the premiums paid would have purchased at your correct Issue Age and sex.

# **NOTICE**

Changes, assignments, designations of payees and other requests will not affect us until:

- They have been signed by the Owner; and
- We have received them at our Home Office; and
- Where required, we have approved them.

#### **ASSIGNMENT**

The Owner may assign this policy at any time while the policy is in force and while you are not Disabled and while no benefits are payable. We will be bound by an assignment only: (1) If it is in writing; and (2) After it is approved at our Home Office. Once approved, it will take effect as of the date the assignment was signed by the Owner. We are not responsible for the validity of an assignment. We will not be liable for any action taken prior to, or for any payment made by us before, our approval of the assignment.

#### **OWNER**

The Owner of this policy is the Insured unless:

- A different owner is named on the application; or
- The Owner is changed under the Assignment provision, above.

The Owner may name a successor owner who will become the new owner if the Owner dies before you. If no named successor owner is living when the Owner dies, and if you are not the Owner, the Owner's estate will become the new owner.

#### **DEFINITIONS**

**Activities Of Daily Living** are Bathing; Continence; Dressing; Eating; Toileting; and Transferring, defined as follows:

- **Bathing** means washing oneself with or without the help of adaptive devices. Washing may be in the tub or shower or by sponge bath.
- **Continence** means voluntarily controlling bowel and bladder function; or if incontinent, maintaining a reasonable level of personal hygiene.
- **Dressing** means putting on or removing all items of: clothing and footwear; medically necessary braces; and artificial limbs.
- **Eating** means getting food and fluid into the body. This may be done manually, intravenously or by feeding tube.
- **Toileting** means getting to and from and on and off the toilet, and/or performing related personal hygiene.
- **Transferring** means moving into or out of a bed, a chair or a wheelchair. This may be done with or without adaptive devices.

**Basic Monthly Benefit** means the amount of monthly benefit as shown on the Policy Data page issued with the policy, or as later changed by endorsement or by a new Policy Data page made part of this policy.

**Benefit Waiting Period** (See definition under Benefit Waiting Period Limitation in the EXCLUSIONS AND LIMITATIONS section.)

**CPI-U** means the average Consumer Price Index For All Urban Consumers published by the United States Department of Labor for a given year. If the CPI-U is discontinued or replaced, we may use the new index or a comparable index.

Calendar Year means a year measured inclusively from January 1 to December 31.

**Commencement Date** means the first day immediately following the completion of the Benefit Waiting Period. For Presumptive Disability the Benefit Waiting Period is waived, and the Commencement Date is the first day of your Presumptive Disability.

Continuous Disability / Continuously Disabled means you are Totally Disabled or Partially Disabled for a continuous period of time. Recurrent periods of Disability from the same cause or causes, if separated by your Recovery of less than 12 full months, are one period of Continuous Disability. If you experience a period of Recovery longer than 12 full months, a new Benefit Waiting Period must be satisfied if you should later become Disabled either from the same cause or causes as the prior Disability, or from a different or unrelated causes. Disability Benefits are not due or payable during any period of Recovery.

**Domestic Partner** means an individual with whom you have completed an affidavit of declaration of domestic partnership and filed that affidavit for public record if required by law; or a person who is party to a civil union with you as defined by applicable law.

**Hands-On Assistance** means the physical assistance of another person without which there would be an inability to perform the Activity Of Daily Living in question.

**Indexed Predisability Earnings** means your Predisability Earnings adjusted by the applicable rate of increase in the CPI-U. During your first year of Disability, Indexed Predisability Earnings is the same as Predisability Earnings. After that, Indexed Predisability Earnings will be adjusted on each anniversary of the date your Disability started. The adjustment rate will be determined as follows:

The CPI-U for the Calendar Year immediately prior to the anniversary in question, divided by the CPI-U for the Calendar Year immediately prior to the start of your Disability, minus 1.

If there is no increase in the CPI-U, there will be no increase in the Indexed Predisability Earnings for the current year. However, your Indexed Predisability Earnings will never decrease from one year to the next, regardless of changes in the CPI-U.

**Injury** means an accidental bodily injury which is sustained after the Policy Effective Date and while this policy is in force.

**Insured** means the insured under this policy as shown on the Policy Data page and as shown as the "Proposed Insured" on the application for insurance.

**Issue Age** means your age on the Policy Effective Date. The Issue Age is shown on the Policy Data page.

**Issue And Participation Limits** means the maximum amount of insurance coverage we will issue in relation to your income and Risk Class, taking into account all other disability income coverage in force with us and any other company.

**Loss Of Earnings** means your Indexed Predisability Earnings less your Monthly Earnings. Loss Of Earnings is determined for each month for which a Disability Benefit, Recovery Benefit or Compassionate Disability Benefit is claimed.

**Loved One** (See definition under Compassionate Disability Benefit.)

**Maximum Benefit Period** means the maximum period of time we will pay Disability Benefits for any one Continuous Disability and Recovery Benefits related to that Disability. This period is shown on the Policy Data page. It begins on the Commencement Date. Once the Maximum Benefit Period ends, you will not be eligible for a new Maximum Benefit Period unless:

- you experience 12 full months of Recovery from your prior Disability after the last Disability Benefit or Recovery Benefit is paid;
- the policy remains in force; and
- you have satisfied all other terms of the policy.

**Monthly Earnings** means all income received by you in the particular month for which you are claiming Disability Benefits or Compassionate Disability Benefits. Monthly Earnings includes all income from any vocational activity of yours, including:

- Salary and fees; and
- Commissions and bonuses; and
- All income from all of those sources of income used to determine Predisability Earnings.

We will subtract from Monthly Earnings all business expenses which you are allowed to deduct for federal income tax purposes. However, we will not deduct any expenses shown on your federal income tax return as IRC Section 179 expenses.

Monthly Earnings does NOT include income from any of the following:

- Rent or royalties;
- Annuities, savings or investments;
- Deferred compensation or retirement plans;
- Disability income insurance policies;
- Your nonvocational activities.

We will use the accounting method used on your federal income tax return for your tax year immediately prior to your tax year in which your Disability or your Loved One's Serious Health Condition began. We will use the same method throughout the duration of the claim. If the cash method is used, we will exclude from Monthly Income that income which is both earned prior to and received after the date your Disability began or your Loved One's Serious Health Condition began.

If you receive any income in a lump sum or on a basis other than monthly, we will prorate that income over the period of time to which it applies. If an appropriate period of time is not provided, we will use what we consider to be a reasonable period, based on the circumstances involved.

Own Occupation (See definition under Benefit For Total Disability.)

**Owner** means the owner of this policy, as shown on the Policy Data page, unless later changed as allowed under the GENERAL PROVISIONS section. The Owner is shown as "Policyowner" on application forms attached to this policy.

**Physician** means any licensed medical professional, other than you, the Owner, a member of your household, or any person related to you by blood or marriage, who is practicing and diagnosing within the scope of his or her medical or professional license.

**Policy Anniversary** means the anniversary of the Policy Effective Date occurring each year the policy remains in force.

**Policy Effective Date** means the date on which this policy becomes effective. This date is shown on the Policy Data page.

**Policy Month** means a month measured from the same date in a month as the Policy Effective Date.

**Predisability Earnings** means the sum of your highest Annual Earnings for any two full tax years within the three full tax years preceding the date your Disability or your Loved One's Serious Health Condition began, divided by 24.

For purposes of this definition, **Annual Earnings** means all individual and business income for any full tax year used to calculate Predisability Earnings. Annual Earnings includes all income from any vocational activity of yours including:

- Salary and fees; and
- · Commissions and bonuses; and
- Income reported on your personal and business tax returns.

We can require any proof we consider necessary to establish your Annual Earnings for each full tax year. Such proof may include, but is not limited to complete copies of individual and business federal income tax returns, including W-2's, 1099's, attachments and schedules.

**Recover / Recovery / Recovered** means you are no longer Disabled from the same cause or causes that caused your most recent Disability.

**Reinstatement Date** means the date the policy is made effective when reinstated.

**Risk Class** means the Risk Class for this policy, as shown on the Policy Data page. It also includes the Occupation Class and sex as shown on the Policy Data page.

Serious Health Condition (See definition under Compassionate Disability Benefit.)

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is:

- Comparable to and includes Alzheimer's disease and similar forms of irreversible dementia, including dementia resulting from stroke or trauma, or infectious conditions; and
- Measured by clinical evidence and standardized tests approved by us that reliably measure impairment in short-term or long-term memory, orientation as to people, places or time, and deductive or abstract reasoning.

**Sickness** means an illness or disease which first manifests itself after the Policy Effective Date and while this policy is in force.

**Standby Assistance** means the presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury while performing the Activity Of Daily Living in question.

Substantial And Material Duties (See definition under Benefit For Total Disability.)

**Substantial Supervision** means continual supervision by another person that is necessary for protection from threats to health or safety (such as may result from wandering). It may include cueing by verbal prompting or gestures, or other similar demonstrations.

**Termination Date** means the date the policy ends, as shown on the Policy Data page, unless the policy ends earlier as outlined under the POLICY TERMINATION provision.

#### STANDARD INSURANCE COMPANY

# INDEXED COST OF LIVING BENEFIT RIDER

#### **DEFINITIONS**

Adjustment Rate means the percentage used to determine the Cost of Living Benefit.

**Base Amount** means, for any month, the total amount of Disability Benefits or Recovery Benefits payable under the policy and any other riders made part of the policy, except this Cost of Living Benefit Rider and the Catastrophic Disability Benefit Rider, for that month.

**Change Date** means the anniversary of the date your Disability started.

Cost of Living Benefit means the monthly amount we will pay under this rider. We will determine this amount each month you qualify for this benefit.

# **COST OF LIVING BENEFIT**

We will pay the Cost of Living Benefit under this rider during your Continuous Disability and during periods that a Recovery Benefit is payable if:

- 1. Your Disability began before the policy Termination Date; and
- 2. Your Disability and any period during which a Recovery Benefit was payable as a result of that same Disability has continued for more than 365 consecutive days; and
- 3. Disability Benefits or Recovery Benefits, other than those payable under this rider, are payable during the month for which this benefit is claimed.

We will pay the Cost of Living Benefit each month after the first Change Date while Disability Benefits or Recovery Benefits, as described in number 3 above, remain payable. Payment of this benefit will be made according to the terms of the policy and this rider and is in addition to any other payment that may be due under the policy or any other rider made part of the policy. The Cost of Living Benefit for any month is the Base Amount multiplied by the Adjustment Rate in effect for that month.

The Adjustment Rate is determined on each Change Date. The rate is effective on the first of the month following the Change Date, and remains constant for twelve full months following the Change Date. For the first Change Date it is the lesser of: (1) [3%; 6%]; or (2) The CPI-U for the Calendar Year in which your Disability started divided by the CPI-U for the previous Calendar Year, minus 1. For the second and all other Change Dates, if any, it is the lesser of:

 The CPI-U for the Calendar Year immediately prior to the Change Date in question, divided by the CPI-U for the Calendar Year immediately prior to the start of your Disability, minus 1; or

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• [1.03\*; 1.0\*] minus 1, where x equals the number of full years you have been Continuously Disabled and/or a Recovery Benefit has been continuously payable as a result of that same Disability.

If the Adjustment Rate in any year should decrease, we will use the Adjustment Rate for the year immediately prior. If the Adjustment Rate on the first Change Date is negative, the Adjustment Rate for that Change Date will equal zero. If Disability Benefits continue beyond the Termination Date for any reason, any Cost of Living Benefit payable after that date will equal the Cost of Living Benefit payable for the month in which the Termination Date falls.

#### COST OF LIVING BENEFIT PURCHASE OPTION

Within 90 days after Disability Benefits and Recovery Benefits end, and while this policy is in force, the Owner may apply to purchase an increase in the policy's Basic Monthly Benefit.

To qualify for the increase, the following must be true on the date of the application to purchase an increase:

- a Cost of Living Benefit was payable under this rider at the time Disability Benefits and Recovery Benefits ended; and
- you are working at least 30 hours per week.

Evidence of your health is not required.

The Owner may choose to increase the Basic Monthly Benefit by an amount equal to:

- the Cost of Living Benefit at the time Disability Benefits and Recovery Benefits ended; or
- a lower amount not less than \$100.

The amount of purchase will be subject to our Issue And Participation Limits and requirements at the time of purchase. After this purchase any amount of increase remaining will not be available for later purchase.

The effective date of the purchased increase is the Policy Anniversary day falling in the next Policy Month starting after Disability Benefits and Recovery Benefits ended. The purchased increase will apply only to benefits resulting from a Disability that begins after the effective date of the purchase.

The premium for the purchase will be based on our rates in effect for your age and Risk Class on the date the increase takes effect.

The Owner's written application for the increase must be received at our Home Office within 90 days after Disability Benefits and Recovery Benefits end. In addition, the required premium for the increase must be received within 31 days after our receipt of the application. The purchase will be in the form of an increase to this policy or a new policy, as determined by us.

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#### **GENERAL PROVISIONS**

#### RIDER PREMIUM

The annual premium for this rider is included on the Policy Data page as part of the base policy premium.

#### RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by an endorsement signed by you and the Owner, if different.

# TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the Rider Effective Date.

# **TERMINATION OF RIDER**

This rider will end on the earlier of:

- The policy Termination Date: or
- The date the policy ends for any reason.

In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Home Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

#### PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider; and do not conflict with this rider.

STANDARD INSURANCE COMPANY

By

J. Greg Ness President Holley Y. Franklin Corporate Secretary

#### PR2(7/10)

#### STANDARD INSURANCE COMPANY

# **FUTURE PURCHASE OPTION RIDER**

#### **DEFINITIONS**

**Expiration Date** means the date this rider ends. This date is shown on the Policy Data page.

**Option Date** means a Policy Anniversary occurring on or before this Rider's Expiration Date, and while this rider is in force.

**Option Pool Amount** means the total amount of increase in your Basic Monthly Benefit that can be purchased under this rider while it is in force. This amount is shown on the Policy Data page.

**Option Pool Balance** means the Option Pool Amount less the sum of all purchases made under this rider on all prior Option Dates.

#### **BENEFITS**

#### **FUTURE PURCHASE BENEFIT**

On any Option Date, subject to the limitations below, the Owner may apply for the purchase of up to:

- The full Option Pool Amount, if your age is 44 or under on that Option Date;
- One third of the Option Pool Amount, if your age is 45 through 55 on that Option Date.

No purchase on any Option Date can exceed the Option Pool Balance as of that Option Date. The minimum purchase made under this rider must equal at least \$200. If, on any Option Date, the requested purchase will result in an Option Pool Balance of \$200 or less, the entire Option Pool Balance may be purchased. However, if at any time the Option Pool Balance is less than \$200, any future purchase must equal that remaining amount. Once the entire Option Pool Amount has been purchased this rider ends. (See Termination Of Rider, below.)

You must qualify for each purchase under the requirements outlined below. We will issue additional disability income coverage under this rider to the Owner for the amount applied for, up to the amount you qualify for. The purchase will be in the form of: an increase to this policy; an increase to a policy issued under this rider; or a new policy, as determined by us. Each purchase made under this rider will be effective on its Option Date. However, if you are Disabled, or if Recovery Benefits or Compassionate Disability Benefits are payable on the Option Date, the purchased coverage will not affect those benefit payments. Purchased coverage under this rider will apply only to a Disability or Serious Health Condition that begins after the Option Date on which the increase became effective. A purchased increase will not apply to any recurrent Disability or Serious Health Condition that began prior to that Option Date.

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# QUALIFYING AND APPLYING FOR THE PURCHASE

The Owner must apply for the purchase in writing, on a form approved by us, within 60 days before the next Option Date. The amount of purchase applied for, when added to all existing and applied for disability income insurance coverage on you with us, any other insurer, and any government agency, may not exceed our Issue And Participation Limits in effect at the time of the application. We will require income documentation and financial information. Evidence of your health will not be required.

#### **ACCELERATED OPTION DATE**

The Owner may request that an Option Date be changed from a Policy Anniversary to another date, called an Accelerated Option Date, if all of the following are true at the time of your request and on the Accelerated Option Date:

- You are the Owner of the policy; and
- You are not Disabled: and
- In the 90 days preceding the date of your request:
  - You experience a loss of employer-paid disability income insurance coverage; or
  - You financially qualify to purchase at least \$500 of coverage, even if the remaining Option Pool Balance that is available to you at your attained age is less than \$500.

An Accelerated Option Date will be approved no more than once in any 12 consecutive month period.

The minimum amount of coverage that can be purchased on an Accelerated Option Date is the lesser of \$500 or the remaining Option Pool Balance that is available to you at your attained age, as outlined under Future Purchase Benefit, above.

We will require you to complete an application form and submit income documentation and evidence of your current occupation. We will also require information on other disability income insurance in force or applied for or for which you are eligible. Approval of your application will be subject to our Issue And Participation Limits, rules and guidelines in effect at the time of your application.

We must receive your application for an Accelerated Option Date at least 60 days before the next Option Date. Any application that we receive less than 60 days before the next Option Date will be considered an application for a purchase on that Option Date.

#### PREMIUM FOR EACH PURCHASE

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The premium for each purchase will be based on the rate for your age on the applicable Option Date. We will figure the rate by using that Risk Class below which is more favorable to you:

- Your Risk Class at the time this rider is issued; or
- Your Risk Class on the applicable Option Date.

The first premium for each purchase must be paid when the purchase is applied for. Payment may be made at our Home Office or to an authorized sales representative.

# **GENERAL PROVISIONS**

#### **RIDER PREMIUM**

The annual premium for this rider is shown on the data page. We can change the Rider Premium only:

- After the rider has been in force for three years; and
- If the change applies to all policies with like benefits insuring the same Risk Class.

#### RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by an endorsement signed by you and the Owner, if different.

#### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the Rider Effective Date.

#### **TERMINATION OF RIDER**

This rider will end on the earliest of:

- The Expiration Date;
- The date the entire Option Pool Amount has been purchased; or
- The date the policy ends for any reason.

In addition, the Owner may terminate this rider by sending Us a written request. Such termination will be effective on the date the request is received at our Home Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

#### PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

STANDARD INSURANCE COMPANY

Ву

Holley Y. Franklin Corporate Secretary

STANDARD INSURANCE COMPANY

# **NONCANCELABLE POLICY RIDER**

This rider changes the policy and all riders made part of the policy from Guaranteed Renewable to Noncancelable and Guaranteed Renewable.

The entire paragraph on the policy face page, starting with "GUARANTEED RENEWABLE TO THE TERMINATION DATE," is replaced with the following:

NONCANCELABLE AND GUARANTEED RENEWABLE to the Termination Date, shown on the Data Page.

NO CHANGE IN PREMIUM RATES. As long as the premium is paid by the end of each grace period, until the Termination Date, we cannot change: (1) The policy; or (2) Its premium. The policy will end on the Termination Date, except as provided by the RENEWAL OPTION AFTER THE TERMINATION DATE provision. See that provision for premium changes that apply if the policy is continued under the Renewal Option.

The first paragraph of the Premiums provision in the policy under PREMIUMS, REINSTATEMENT, TERMINATION is replaced with the following:

#### **PREMIUMS**

The premium is the amount we charge at regular intervals to keep this policy in force and is shown on the Policy Data Page. We cannot change the premium while this policy is in force, prior to the Termination Date. Premiums are payable at our Home Office. The first premium is due on the Policy Effective Date. If the first premium is not paid, the policy is never in force.

On any riders issued with this policy, other than this rider, the Rider Premium provision under PREMIUMS, REINSTATEMENT, TERMINATION is replaced with the following:

#### RIDER PREMIUM

The annual premium for this rider is shown on the Policy Data page. We cannot change the premium amount.

#### **GENERAL PROVISIONS**

#### RIDER PREMIUM

The annual premium for this rider is included on the Policy Data page as part of the base policy premium.

# RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

#### **TERMINATION OF RIDER**

This rider will end on the Termination Date unless the policy ends for any reason prior to that.

PR6(7/10)

In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Home Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

# **TIME LIMIT ON CERTAIN DEFENSES**

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the effective date of this rider.

# PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

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#### CATASTROPHIC DISABILITY BENEFIT RIDER

#### BENEFIT FOR CATASTROPHIC DISABILITY

You are eligible for a Catastrophic Disability Benefit if:

- You become Catastrophically Disabled while this rider is in force; and
- You continue to be Catastrophically Disabled; and
- Disability Benefits are payable for Total Disability.

# Catastrophic Disability / Catastrophically Disabled means that due to your Injury or Sickness:

- You are unable to safely and completely perform two or more Activities Of Daily Living without Hands-On Assistance or Standby Assistance due to loss of functional capacity; or
- You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment; or
- You are Presumptively Disabled.

While you are eligible for a Catastrophic Disability Benefit, this benefit will be paid monthly at the same time Disability Benefits are paid.

The amount of the Catastrophic Disability Benefit is shown on the Policy Data page. Payment of Catastrophic Disability Benefits will be in addition to any other benefit payment that may be due under the policy or any other rider made part of the policy.

#### **GENERAL PROVISIONS**

#### **RIDER PREMIUM**

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

#### RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

#### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the effective date of this rider.

#### **TERMINATION OF RIDER**

This rider will end on the Termination Date unless the policy ends for any reason prior to that.

PR9(7/10)

In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Home Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

# **PART OF POLICY**

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

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