

# A Mutual Life Insurance Company

This Policy provides benefits, as shown in the Schedule, for loss resulting from injury or sickness. It is guaranteed renewable until the renewal date that follows your 72nd birthday.

#### THIRTY DAY RIGHT TO EXAMINE POLICY

Within 30 days after You receive this Policy, You may cancel it by delivering or mailing notice in writing to Illinois Mutual Life Insurance Company, 300 SW Adams Street, Peoria, Illinois 61634, or to the agent who sold the Policy to you, and by returning the Policy. We will then return to you all the premiums paid. This Policy will then be considered to have never been in force.

## INSURING PROVISION

In consideration of the application for this Policy, a copy of which is attached to and made a part of this Policy, and of the payment of the premium shown in the Schedule, we promise to pay benefits for your loss caused by injury or sickness to the extent stated in this Policy and subject to all of the provisions of this Policy.

# RENEWAL PROVISION

Guaranteed Renewable Until Renewal Date That Follows Your 72nd Birthday

Premiums Subject To Change By Class

This Policy is issued for the term for which premium is paid starting on the Policy Effective Date. You may renew it by paying the current premium rate for like policies written or renewed by us until the renewal date that follows your 72nd birthday. On the renewal date that follows your 72nd birthday, the Policy will terminate. If a Total Disability begins prior to termination of coverage, regardless of cause, benefits will be payable until the earliest of the end of the insured's Total Disability or the end of the maximum Total Disability Benefit Period.

# VOLUNTARY SHORT TERM DISABILITY INCOME POLICY

Illinois Mutual Life Insurance Company
Home Office 300 S.W. Adams Street Peoria, IL 61634 Phone 309.674.8255

# DISABILITY INCOME POLICY Form WD13 (MD)

This Policy is a legal contract between the Policyowner and Illinois Mutual Life Insurance Company.

# READ YOUR CONTRACT CAREFULLY

This DISABILITY INCOME Policy provides benefits for loss resulting from accidental bodily injury or sickness. This Policy is guaranteed renewable and premiums are payable until the renewal date that follows the 72nd birthday of the Insured as shown on the Schedule. The Company has the right to increase premiums by class.

# ALPHABETIC GUIDE TO YOUR CONTRACT

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## RENEWAL PROVISION (cont.)

All renewal premiums must be paid in advance or within the grace period of this Policy. A renewal premium will keep this Policy in force for the term for which premium has been paid. Each term will start and end at 12 o'clock noon, Standard Time, at your address.

We reserve the right to increase premium rates on all or classes of like policies. A premium change will be based on your original classification and age at issue. The increase will take effect on the first renewal date that follows the date of the change in the table of rates if it is on, or falls after, a Policy anniversary. We will mail you a written notice of the increase and send it to your last address shown on our records. This notice will be sent at least 40 days prior to the effective date of the increase.

#### **DEFINITIONS**

We, Us and Our refers to Illinois Mutual Life Insurance Company.

You and Your refers to the Insured, as shown in the Schedule.

Immediate Family means your spouse, son, daughter, father, mother, sister or brother.

**Injury** means an accidental bodily injury independent of all other causes that you sustain while this Policy is in force. If the Injury occurs before the Policy Effective Date, it will be covered under this policy if loss is incurred or Total Disability begins after two years from the Policy Effective Date.

Sickness means an illness, disease, or physical condition of yours which first manifests itself while this Policy is in force. However, if the illness, disease or physical condition first manifests itself before this Policy is in force, the sickness shall be covered under this Policy if loss or disability begins after 2 years from the Date of Issue of the Policy. Complications of pregnancy will be covered as any other sickness.

Physician means a doctor or practitioner, other than you or a member of your immediate family, who is duly licensed by the proper authority and who is practicing within the scope of his license.

Elimination Period means the number of continuous days you must be totally disabled before benefits begin to accrue and become payable.

Maximum Benefit Period means the longest period of time for which benefits will be paid for a Disability as shown in the Schedule.

Off-Job Accident means an Injury which occurs while you are not working at any job for pay or benefits.

On-Job Accident means an Injury which occurs while you are working at any job for pay or benefits.

Policy Effective Date means the date coverage becomes effective as shown in the Schedule.

Your Occupation means the occupation in which you are engaged at the time of your disability. If You are unemployed at the time of your Total Disability, Your Occupation will be that occupation in which You were engaged prior to becoming unemployed.

**Total Disability** for any one period of disability starting while this Policy is in force means: During the first 12 months of Total Disability:

- (a) You are unable to perform all of the material and substantial duties of your Occupation, and
- (b) You are not engaged in any other Occupation.

To be totally disabled, you must be under a Physician's care for the Injury or sickness causing such Total Disability, unless it is determined that such care would be of no benefit to the Insured.

After the first 12 months of Total Disability, if applicable:

- (a) You are unable to perform the material and substantial duties of any occupation for which you are fitted by education, training or experience; and
- (b) You are not engaged in any other occupation.

## DEFINITIONS (cont.)

To be totally disabled, you must be under a Physician's care for the Injury or Sickness causing such Total Disability, unless it is determined that such care would be of no benefit to the Insured.

Only one total disability benefit will be payable at any one time even if you are totally disabled because of multiple causes.

#### BENEFIT PROVISION

#### Total Disability Monthly Benefit

If Injury or Sickness causes your total disability, we shall pay you the Total Disability Monthly Benefit shown in the Schedule. This Benefit shall be paid to you after the Elimination Period shown in the Schedule has been satisfied. This Benefit shall be paid to you for as long as you are totally disabled up to the Maximum Total Disability Benefit Period shown in the Schedule for any one period of total disability except as stated in the Geographical Limitation Section. If the Benefits are payable for less than a full month, we will pay Benefits in a daily amount. A month is 30 days. The daily amount is one-thirtieth of the monthly amount.

### Recurrent Disability

A recurrence of your disability from the same or related causes will be considered a continuation of the prior period unless you have been engaged in any gainful occupation for more than 6 continuous months. You must be reasonably fitted and have been performing all of the substantial and material duties of that occupation.

If your disability is treated as a recurrent disability of the prior period, it will not be subject to a new Elimination Period or a new Maximum Total Disability Benefit Period.

### Geographical Limitations

If you become Totally Disabled due to an Injury or Sickness while you are outside the covered geographical areas and you are disabled longer than the Elimination Period shown in the Schedule, your Maximum Benefit Period while outside the covered geographical areas will be limited to 60 days. Covered geographical areas are less than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahama Islands, the Virgin Islands, Bermuda or Jamaica.

After the 60 day period, benefits will not be paid until you return to the covered geographical areas. If you are still Totally Disabled as defined in this Policy when you return from outside the covered geographical areas, we will determine your remaining benefit period by subtracting the time period for which we have already paid you benefits from the Maximum Benefit Amount shown in the Schedule up to the remaining Maximum Benefit Period.

#### **WAIVER OF PREMIUM PROVISION**

If Injury or Sickness causes your total disability for 90 continuous days, we will waive the payment of any premiums which become due as long as you remain totally disabled, but not beyond the Maximum Benefit Period as shown in the Schedule. After the Total Disability ends, or after the end of the Maximum Benefit Period, which ever is earlier, to keep this Policy in force, you must resume the payment of premiums by paying the next premium due. Thereafter, premiums will be due and payable as provided in the Policy.

## **OWNERSHIP PROVISION**

You are the owner of this Policy. All privileges and rights under and control of this Policy are vested solely in the owner. The owner of this Policy may exercise all rights of ownership and take any other action with which we agree, including a change of ownership, without the consent of anyone else, unless such consent is required.

#### PRE-EXISTING CONDITION LIMITATION

During the first 2 years after the Policy Effective Date, this Policy will not pay benefits:

- (a) for any condition diagnosed or treated by a physician within 12 months prior to the Date of Issue; or
- (b) for any condition which caused symptoms within 12 months prior to the Date of Issue that would have caused an ordinarily prudent person to seek medical diagnosis, care or treatment.

However, if you fully disclosed such condition in the application for this Policy, benefits will be payable unless a signed waiver rider attached to the contract excludes such condition by name.

### **EXCEPTIONS AND REDUCTIONS**

This Policy does not provide benefits for Total Disability resulting from:

- (a) War or act of war, whether declared or undeclared;
- (b) Riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- (c) Operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft, including those which are not motor-driven. This does not include flying as a fare paying passenger;
- (d) Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, sky diving, ultralight, soaring, or ballooning;
- (e) When the contributing cause of the Insured's Total Disability was the Insured's commission of or attempt to commit a felony;
- (f) Committing or trying to commit suicide or injuring yourself intentionally, whether you are sane or not:
- (g) When the contributing cause was the Insured's being intoxicated or under the influence of any narcotic;
- (h) Practicing for or participating in any semi-professional or professional competitive athletic contest for which you receive any type of compensation or remuneration;
- (i) Having a neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind. However, Alzheimer's disease and other organic senile dementias are covered under this Policy;
- (j) Having an On-Job Accident, unless an On-Job Total Disability Benefit is shown in the Schedule;
- (k) Giving birth as the result of a normal pregnancy, including Cesarean, within the first nine months after the Policy Effective Date as shown in the Schedule. Complications of a pregnancy will be covered to the same extent as any other sickness.

#### **GENERAL PROVISIONS**

- 1. Entire Contract; Changes: This Policy, the application and the attached papers, if any, are the entire contract. No change in this Policy will be valid until such change is approved by one of our officers. Such change must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.
- 2. Time Limit on Certain Defenses: (a) After this Policy has been in force for 2 years, no statements, except fraudulent ones, made by you in the application for such Policy shall be used to void the Policy. They shall not be used to deny a claim for disability that starts after the Policy has been in force for 2 years.
- (b) No claim for disability that starts after 2 years from the Policy Effective Date shall be reduced or denied because a disease or physical condition, which has not been excluded by name or specific description before the disability began, had existed prior to the Policy Effective Date.
- **3. Grace Period**: This Policy has a 31 day grace period during which each premium due after the first premium may be paid. During this grace period this Policy will stay in force.
- 4. Reinstatement: If any renewal premium is not paid within the grace period, this Policy will lapse. Later acceptance of the premium by us or by our agent authorized to accept premiums, without requiring an application for reinstatement, will reinstate this Policy.

If we or our agent require an application, you will be given a conditional receipt for the premium. If the application is later approved by us, this Policy will be reinstated as of the date of our approval. If not approved by us, this Policy will be reinstated on the 45th day after the date of the conditional receipt unless we have already given you written notice of its disapproval.

After reinstatement, this Policy will cover only a disability that results from an injury sustained after the date of reinstatement or a sickness that begins more than 10 days after such date. In all other respects your rights and our rights will stay the same, subject to any provisions that are endorsed on or attached to this Policy at the time of reinstatement.

- 5. Notice of Claim: Written notice of a claim must be given to us within 20 days after a loss starts or as soon as reasonably possible. Such notice may be given to our Home Office or to any of our authorized agents. Such notice should include your name.
- 6. Claim Forms: Upon receipt of notice of claim, we will send you the forms for filing proof of loss. If these forms are not furnished within 15 days after the giving of such notice, you will meet the proof of loss requirements by giving us a written statement of the nature and extent of the claim within the time stated below for Proofs of Loss.
- 7. Proofs of Loss: Written proof of loss for a periodic payment due for a continuing loss must be given to us within 90 days after the end of each period for which we are liable. For any other loss, written proof of loss must be given within 90 days after such loss.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. Such proof must be given no later than one year from the time specified above unless lack of legal capacity prevents it.

- 8. Time of Payment of Claims: After receiving the initial and the subsequent required written proofs of loss, we will pay at the end of each 30 days all benefits for your continuing disability for which we are liable. Any balance unpaid at the end of your disability will be paid as soon as we receive written proof. Benefits for any other loss covered by this Policy will be paid as soon as we receive proper written proof.
- 9. Payment of Claims: Benefits will be paid to you. Any benefits that are due and unpaid for a period of disability prior to your death will be paid to your estate. If this Policy is not owned by you, benefits will be paid to the owner.

If benefits are payable to your estate or if you cannot execute a valid release, we may pay benefits up to \$1,000 to someone related to you by blood or marriage whom we deem to be equitably entitled to such benefits. We will be discharged to the extent of any such payments made by us in good faith.

## GENERAL PROVISIONS (cont.)

- 10. Notice of Adverse Benefit Determination: We shall give you written or electronic notice of an adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of a claim for disability benefits. The time in which a benefit determination is made shall begin at the time a claim is received, without regard to whether all the information necessary to make a benefit claim determination accompanies the filing. The 45 day period may be extended by us for an additional 30 days if we determine that an extension is necessary due to matters beyond our control and we provided a notice to you before the expiration of the 45 day period which describes the circumstances requiring the extension of time and date by which we plan to render a decision. We will explain the standards on which entitlement to disability benefits is based and the unresolved issues that prevent a decision on the claim and any additional information needed to resolve the issues. You will be given at least 45 days to provide the specified information. The period of time for making the benefit determination is temporarily suspended form the date on which the notice of the extension is sent to you until the date on which you respond to the request for additional information. The first 30 day extension may be extended for an additional 30 days if we determine that due to matters beyond our control we can not make a decision on your claim with the first 30 day extension. The same requirements described above for the first 30 day extension will apply to the additional 30 day extension.
- 11. Appeal of an Adverse Benefit Determination: You may appeal within 180 days following the receipt of a notice of an adverse benefit determination and we will have a reasonable period of time to respond to your appeal but not later than 45 days after receipt of the appeal. The period of time within which an appeal determination shall be made begins at the time the appeal is received without regard to whether the information necessary to make an appeal determination accompanies the filing. The initial 45 day period to respond to an appeal may be extended for an additional 45 days if we determine that the extension is necessary to due to special circumstances and provided that the notice is sent to you prior to the expiration of the

- initial 45 day period. The notice shall describe the special circumstances requiring the extension and the date upon which we plan to make a decision. If the period of appeal is extended because of your failure to submit information necessary to decide the appeal the period for making the appeal determination shall be temporarily suspended from the date on which the notice of extension is sent to you until the date you respond to the request for additional information.
- **12.** Physical Examination: We shall have the right at our expense to have you examined as often as is reasonably necessary while a claim is pending.
- 13. Legal Actions: No legal action may be taken to recover on this Policy within 60 days after written proof of loss has been given as required by this Policy. No legal action may be taken after 3 years from the time written proof of loss is required to be given.
- 14. Misstatement of Age: If your age has been misstated, the benefits of this Policy will be such as the premium paid would have purchased at the correct age. If your age has been misstated and, according to your correct age, this Policy would not have taken effect or would have ceased before the acceptance of such premium(s), we will be liable only for the refund upon your request, of the premiums paid for the period not covered.
- 15. Unpaid Premium: When a claim is paid, any premium then due and unpaid may be deducted by us from the claim payment.
- 16. Conformity With State Statutes: Any provision of this Policy which, on its effective date, is in conflict on that date with the statutes of the state in which you reside is hereby amended to conform to the minimum requirements of such statutes.
- 17. Notice of Assignment: No assignment of this Policy is valid until we receive written notice.
- 18. Charter or By-Laws: No provision of our charter or by-laws, unless included herein, will void this Policy nor be used in any legal action.

# GENERAL PROVISIONS (cont.)

- 19. Annual Meeting: Our annual meeting will be held at our Home Office at 10:00 A.M. C.D.T. on the third Tuesday of July of each year. If that day is a legal holiday, it will be held on the next Wednesday.
- 20. Choice of Physician: You have a free choice of physician.
- 21. Extension of Time Limits: If any time limit in this Policy for taking legal action is less than that allowed by the law of the state in which you reside on the Policy Effective Date, such time limit is extended to the minimum period allowed by such law.
- 22. Authorization: We may require you to give proper authorization to obtain needed information to determine what benefits, if any, are payable under this Policy.

This Policy is signed by our President and Secretary, in Peoria, Illinois on the Date of Issue shown in the Schedule.

# **VOLUNTARY SHORT TERM** DISABILITY INCOME POLICY

Illinois Mutual Life Insurance Company