



INDIVIDUAL INCOME
PROTECTION INSURANCE

Specimen Contract

CALIFORNIA
INCOME SERIES

*This specimen is not intended
to replace the filed contract*

UnumProvident's California Income Series policy is designed to help meet your income protection and asset preservation needs. The specimen contract in this booklet shows the general coverage provided by Income Series policy form 650 (Non-cancellable coverage). Annotations show where the coverage changes for customers who choose policy form 651 (Guaranteed Renewable coverage). The policy has exclusions and limitations that may affect any benefits payable. See the actual policy or your UnumProvident representative for specific provisions and details of availability.

The California Income Series' coverage is designed for a wide variety of professionals, managers and executives.

Choice of Non-cancellable or Guaranteed Renewable coverage.

"Non-cancellable" (policy 650) means the coverage cannot be changed and premiums are guaranteed to age 65, unless you change the coverage yourself and as long as premiums are paid on time. If you choose Guaranteed Renewable coverage (policy 651), this section will reflect that terminology and note the fact that premiums can be changed, but only for an entire class of customers.

You can renew your policy after age 65, as long as you continue to work full time.

Satisfaction or full premium refund within 10 days of receipt.

Provident Life and Accident Insurance Company
1 Fountain Square
Chattanooga, TN 37402

(John Doe), the Insured

Policy Number (123456789)

YOU MAY CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE FOR ASSISTANCE IN RESOLVING PROBLEMS WITH PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY.

**CALIFORNIA DEPARTMENT OF INSURANCE, CONSUMER SERVICES DIVISION
300 SOUTH SPRING STREET, LOS ANGELES, CA 90013
TOLL FREE TELEPHONE NUMBER: 1-800-927-HELP**

Individual Disability Income Policy

NON-CANCELLABLE AND GUARANTEED RENEWABLE TO AGE 65, NO CHANGE IN PREMIUM RATES. As long as the premium is paid on time, We cannot change Your Policy or its premium rate until Your 65th birthday.

RENEWAL OPTION AFTER YOU REACH AGE 65. SUBJECT TO CHANGE IN PREMIUM RATES. You may continue Your Policy for a Disability benefit with a limited benefit period while You are actively and regularly employed a minimum of 30 hours per week. There is no age limit. This option is explained in Part 3. The premium will be that in effect at Your age for all insureds age 65 and older in the same occupation class with the same Elimination Period who have this policy form.

Your Right To Cancel. If You are not satisfied with Your Policy, You may cancel it. Return the Policy to Us or Your authorized representative through whom it was purchased by midnight of the tenth day after the date You receive it. If You return the Policy by mail, it must be properly addressed, postage prepaid, and postmarked no later than midnight of that tenth day. Our mailing address is 1 Fountain Square, Chattanooga, TN 37402. Within ten days after We receive the Policy, We will refund any premium You have paid. The Policy will be considered to have never been issued.

Read Your Policy Carefully. It is a legal contract between You and Us.

Signed for by Provident Life and Accident Insurance Company

Vice President, Corporate Secretary
and Assistant General Counsel

President and
Chief Executive Officer

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A copy of Your application, added benefits You have purchased, and any added provisions are attached at the back of the Policy.

P O L I C Y S C H E D U L E

Insured - John Doe
Effective Date - January 1, 2006

Policy Number - 123456789
First Renewal Date - January 1, 2007
Renewal Term - One Month

-----Summary of Premium-----

Annual Premium for Disability Benefits	\$ XX.XX
Annual Premium for Additional Benefits	\$ XX.XX
Total Annual Premium	\$XXX.XX
 Your Monthly Premium	 \$XXX.XX

Other Premium Paying Methods:
(\$XXX.XX) Annual
(\$XXX.XX) Semi-Annual
(\$XXX.XX) Quarterly

Your premium will be waived after 90 days of Disability not excluded from coverage. Please see the Waiver of Premium provision in this Policy for details.

-----Disability Benefits-----

Disabilities covered by Your Policy are Total Disability, Residual Disability and Partial Disability. The following benefits are provided for each period of Disability which includes any combination of these Disabilities.

Elimination Period	Maximum Benefit Periods For Disability	Maximum Monthly Benefit Amount
90 Days	To Age 65	\$3,000
180 Days	5 Years	\$1,000

The Elimination Period may be satisfied by days of Total, Residual or Partial Disability.

The Maximum Benefit Periods for Disability may change due to Your age at Disability.

-----Maximum Benefit Periods for Disability-----

For Disability Benefits payable To Age 65, if Disability begins:

Before Age 61	To Age 65
At Age 61, but before Age 62	48 Months
At Age 62, but before Age 63	42 Months
At Age 63, but before Age 64	36 Months
At Age 64, but before Age 65	30 Months
At or after Age 65, but before Age 75	24 Months
At or after Age 75	12 Months

Four ways to pay premiums

This specimen shows monthly payment. Other standard payment modes include annual, quarterly and semi-annual. For policies that are part of a multi-life plan, additional payment modes may be available for payroll deduction in order to match the employer's pay schedule.

This is how long benefits will be paid during Disability.

Extended Mental Disorder benefits available in most employer plans.

The employer may opt to extend the 24-month Mental Disorder provision to the duration of your Benefit Period.

Recovery Benefits can be paid after you return to work full time in your usual occupation but you continue to have a loss of earnings while you rebuild your business or customer base.

“Usual Occupation” means the occupation in which you are regularly performing when your disability begins. If the 24-month usual occupation period is chosen, benefits after that period will depend on the ability to perform “another occupation” in light of your age, education, training, experience, station in life, and physical and mental capacity.

Allows you to exchange the income protection policy for a UnumProvident individual long term care (LTC) insurance policy between the ages of 60 and 70. The LTC benefit period will be six years.

For Disability Benefits Payable for 5 Years, If Disability begins:

Before Age 61	60 Months
At Age 61, but before Age 62	48 Months
At Age 62, but before Age 63	42 Months
At Age 63, but before Age 64	36 Months
At Age 64, but before Age 65	30 Months
At or after Age 65, but before Age 75	24 Months
At or after Age 75	12 Months

-----**Maximum Benefit Periods for Mental Disorders**-----

24 Months over the life of Your Policy
Same as the Maximum Benefit Periods for Disability

Benefits for Mental Disorders will be payable for the Maximum Benefit Period for Mental Disorders not to exceed the Maximum Benefit Periods for Disability.

-----**Maximum Benefit Periods for Recovery Benefits**-----

6 or 12 Months

Benefits for Recovery will be payable for the Maximum Benefit Period for Recovery not to exceed the Maximum Benefit Periods for Disability.

-----**Usual Occupation Period**-----

24 Months
Same as the Maximum Benefit Periods for Disability

-----**Work Incentive Period**-----

6 or 12 Months

-----**Additional Policy Benefits**-----

<u>Description</u>	<u>Annual Premium Prior to Age 65</u>
Option To Exchange for Individual Long Term Care Policy	No Charge
Effective Date:	January 1, 2006
Elimination Period:	90 Days
Benefit Amount for Long Term Care Policy:	\$3,000 per month
Lifetime Maximum Benefit Amount for Long Term Care Policy:	\$216,000
Cost of Living Adjustment Option	\$XX.XX
Effective Date:	January 1, 2006

650-CA

Page 3(cont.)

See page 29.

Catastrophic Disability Benefit:		
Effective Date:	January 1, 2006	\$XX.XX
Catastrophic Disability Benefit Amount:	\$2,500 per month	
Maximum Benefit Period for Catastrophic Disability:	To Age 65	

See pages 30-32.

Increase Option		
Effective Date:	January 1, 2006	\$XX.XX
IO Expiration Date:	January 1, 2020	
Unit of Increase:	\$1,000	
Maximum Number of Increase Units:	6	

See page 33.

Option to Increase Benefit Amount for Long Term Care Policy Exchange		
Effective Date:	January 1, 2006	\$XX.XX
LTCOI Option Amount:	\$1,000 - 5,000	

These terms are used throughout the policy.

INTRODUCTION

This Policy is a legal contract between You and Us. It is issued in consideration of the payment, in advance, of the premium and of Your statements and representations in the application(s). A copy of the application(s) is attached and is part of Your Policy. Omissions and misstatements in the application(s) could cause an otherwise valid claim to be denied or Your Policy to be rescinded. All Disabilities must occur while Your Policy is in force.

We agree to pay benefits subject to all of the provisions contained in Your Policy.

PART 1 - DEFINITIONS

THE FOLLOWING WORDS HAVE SPECIAL MEANINGS. THEY ARE IMPORTANT IN DESCRIBING YOUR RIGHTS AND OUR RIGHTS UNDER THE POLICY. REFER BACK TO THESE MEANINGS AS YOU READ YOUR POLICY. OTHER DEFINITIONS ARE FOUND THROUGHOUT THE POLICY.

CPI-U means the Consumer Price Index for all Urban Consumers published by the United States Department of Labor. If this index is discontinued or if the method of computing is materially changed, We may choose another index.

CPI-U Change means the result of a computation We will make as of each Review Date. We will divide the CPI-U for the most recent Index Month by the CPI-U for the Index Month prior to the most recent Index Month.

CPI-U Factor means the result of the CPI-U Change as of the current Review Date multiplied by the CPI-U Change for each prior Review Date occurring since the Disability began. The CPI-U Factor as of the first Review Date will equal the CPI-U Change as of that Review Date. The CPI-U Factor is determined as of each Review Date while Disability continues.

Disability or **Disabled** means that You are Totally Disabled, Partially Disabled or Residually Disabled due to Injury or Sickness.

Disability Earnings means Your Earnings while Disabled.

Earnings means Your gross monthly salary, wages, commissions, bonuses, fees and income earned for services performed. If You own any portion of a business or profession, it means:

1. Your share of income earned by that business or profession;
2. less Your share of business expenses that are deductible for Federal income tax purposes;
3. plus Your salary and any contributions to a pension or profit sharing plan made on Your behalf.

Earnings does not include:

1. income from deferred compensation plans, disability income policies or retirement plans; or
2. income not derived from Your employment activities.

We will allow either the cash or accrual accounting method, but during a Disability, the same method must be used when determining Loss of Earnings.

Available choices include 90, 180, and 365 days.

Effective Date means the date that the Policy becomes effective. It is shown in the Policy Schedule.

Elimination Period means the number of days that must elapse in a Total, Residual or Partial Disability or any combination thereof before benefits become payable. The number of days is shown in the Policy Schedule. These days need not be consecutive; they can be accumulated during a Total, Residual or Partial Disability to satisfy an Elimination Period. Benefits are not payable, nor do they accrue, during an Elimination Period.

Full Time Work means working at least as many hours as You worked prior to Disability.

Hospital means an institution legally operating as a facility that:

1. is mainly engaged in providing in-patient medical care for diagnosis and treatment of Injury or Sickness, and routinely makes a charge for such care;
2. is supervised by a Physician(s) on the premises; and
3. provides on the premises 24-hour nursing services by registered graduate nurses.

In no event will **Hospital** include any institution:

1. which is run mainly as a rest, nursing or convalescent home;
2. in which any part is mainly for the care of the aged; or
3. which is engaged in the schooling of its patients.

Index Month means the calendar month four months prior to the calendar month in which a Review Date occurs. The first Index Month for any Disability will be the calendar month four months prior to the month that Your Disability began.

Injury or Injuries means physical harm or damage to the body that occurs after the Effective Date and while Your Policy is in force.

Insured is named in the Policy Schedule and is the owner of this Policy.

Loss of Earnings for any month means Your Pre-Disability Earnings minus Your Disability Earnings in the month for which a benefit is claimed. This difference will be considered a Loss of Earnings to the extent it is due to the Injury or Sickness that caused the Disability.

Maximum Monthly Benefit Amount is shown in the Policy Schedule.

Partial Disability or Partially Disabled means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way and You are not Totally Disabled, but

1. You are unable to perform all of the material and substantial acts necessary; or
2. You are unable to perform them for as long as normally required.

After benefits have been paid for the duration of the Usual Occupation Period as shown in the Policy Schedule, Partial Disability or Partially Disabled means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way or You are performing with reasonable continuity, one or more of the substantial and material acts of another occupation which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, physical and mental capacity and You are not Totally Disabled, but

1. You are unable to perform all of the material and substantial acts necessary;
or
2. You are unable to perform them for as long as normally required.

Physician means a person who is licensed by law, and is acting within the scope of the license, to treat Injuries or Sickness that result in a Disability. A Physician cannot be You or anyone related to You by blood or marriage, a business or professional partner, or any person who has a financial affiliation or business interest with You.

Policy means the legal contract between You and Us. The policy, any application(s), the Policy Schedule(s) and any attached papers that We call riders, amendments, or endorsements make up the entire contract between You and Us.

Pre-Disability Earnings means the greater of Your Earnings:

1. for the 12 months just prior to the Disability for which claim is made; or
2. for the fiscal year with the higher earnings of the last two fiscal years prior to the Disability for which claim is made.

Starting as of the first Review Date, We will make an inflation adjustment to Your Pre-Disability Earnings. We will multiply Your Pre-Disability Earnings by the CPI-U Factor. The result will be used until the next Review Date to compute Residual or Partial Disability Benefit amounts payable. The inflation adjustment increase will be at least 2% of Your Pre-Disability Earnings amount. In no event will the inflation adjustment increase be more than 10% of Your Pre-Disability Earnings amount.

Recovery means that, following a Disability that continued at least until the end of the Elimination Period:

1. You incur a Loss of Earnings of at least 20% that is due to the prior Disability;
and
2. You have returned to Full Time Work in your Usual Occupation.

Residual Disability or **Residually Disabled** means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way and You are no longer Totally Disabled, but:

1. You are unable to perform all of the material and substantial acts necessary;
or
2. You are unable to perform them for as long as normally required.

After benefits have been paid for the duration of the Usual Occupation Period as shown in the Policy Schedule, **Residual Disability** or **Residually Disabled** means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way or You are performing with reasonable continuity, one or more of the substantial and material acts of another occupation which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, physical and mental capacity and You are no longer **Totally Disabled**, but

1. You are unable to perform all of the material and substantial acts necessary;
or
2. You are unable to perform them for as long as normally required.

Review Date means each anniversary date of the start of Disability.

Sickness means an illness or disease.

Total Disability or **Totally Disabled** means a Disability that renders You unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way.

After benefits have been paid for the duration of the Usual Occupation Period as shown in the Policy Schedule, **Total Disability** or **Totally Disabled** means a Disability:

1. that renders You unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way; and
2. that renders You unable to engage with reasonable continuity in another occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, physical and mental capacity.

Usual Occupation means the occupation in which You are regularly performing when Your Disability begins.

We, Our, Us, and Insurer refer to The Provident Life and Accident Insurance Company and its affiliates.

Work Incentive Period means the length of time shown in the Policy Schedule at the beginning of a Partial or Residual Disability when You are engaged in either Your Usual Occupation or another occupation at reduced earnings during which Your benefit will be calculated differently than the benefit following the Work Incentive Period.

You, Your, Yourself, Applicant, Claimant, and Insured refer to the Insured named in the Policy Schedule.

This section describes situations in which policy benefits are not available.

Note that this provision may have limited applicability to guaranteed standard issue coverage in plans sponsored by employers.

PART 2 - EXCLUSIONS - LIMITATIONS

EXCLUSIONS

We will not pay benefits for a Disability caused by:

1. war or act of war, whether declared or undeclared;
2. intentionally self-inflicted injuries;
3. any Disability We have excluded by name or specific description (any such exclusion will appear in the Policy Schedule);
4. any loss sustained or contracted in consequence of Your being intoxicated or under the influence of any controlled substance unless administered on the advice of a Physician; or
5. any loss to which a contributing cause was Your commission of or intent to commit a felony or to which a contributing cause was Your being engaged in an illegal occupation.

PRE-EXISTING CONDITIONS LIMITATION

For two years from the Effective Date of this Policy, We will not pay benefits for a Disability caused by a Pre-existing Condition that was excluded by name or specific description, not disclosed, or misrepresented in answer to a question in the application for this Policy.

After two years from the Effective Date of this Policy, We will pay benefits for Disability caused by a Pre-existing Condition unless excluded by name or specific description.

Pre-existing Condition means a sickness or physical condition for which prior to the Effective Date:

1. symptoms existed that would cause an ordinarily prudent person to seek treatment from a Physician; or
2. treatment was recommended by or received from a Physician.

LIMITATIONS FOR DISABILITY RESULTING FROM A MENTAL DISORDER

Mental Disorders means any mental or emotional disorder or functional nervous disorder (except dementia resulting from stroke, trauma, infections or degenerative diseases such as Alzheimer's disease). To make a determination We may consult the Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a Disability. Such disorders include but are not limited to, psychotic, emotional or behavioral disorders. If the DSM is discontinued or replaced, We may consult the diagnostic manual then in use by the American Psychiatric Association as of the start of a Disability.

Maximum Benefit Period for Mental Disorders is the longest period of time for which We will pay benefits for Disability caused by Mental Disorders. It is shown in the Policy Schedule. This maximum benefit period may be less than the Maximum Benefit Period for Disability.

If, at the end of the Maximum Benefit Period for Mental Disorders, You are confined in a Hospital, due to a Disability from Mental Disorders, We will waive the Maximum Benefit Period for Mental Disorders and continue benefit payments for the duration of Your hospital confinement for this Disability. In no event will the Maximum Benefit Period for Mental Disorders exceed the Maximum Benefit Period for Disability.

Hospital means an institution legally operating as a facility that:

1. is mainly engaged in providing in-patient medical care for diagnosis and treatment of Injury or Sickness, and routinely makes a charge for such care;
2. is supervised by a Physician(s) on the premises; and
3. provides on the premises 24-hour nursing services by registered graduate nurses.

In no event will **Hospital** include any institution:

1. which is run mainly as a rest, nursing or convalescent home;
2. in which any part is mainly for the care of the aged; or
3. which is engaged in the schooling of its patients.

**PART 3 - RENEWAL OPTION IF EMPLOYED
BENEFITS FOR DISABILITY - LIMITED BENEFIT PERIOD**

RENEWAL OPTION

After Your 65th birthday You may continue certain coverages contained in Your Policy while:

1. You remain actively and regularly employed for at least 30 hours per week; and
2. The premium is paid on time.

We can require proof after Your 65th birthday that You have continued to be actively and regularly employed for at least 30 hours per week.

The Policy must be in force when You elect this option.

The only coverage that will continue under this option are Benefits for Total, Partial, and Residual Disability (and Option to Exchange for Individual Long Term Care Policy Rider if included in Your Policy).

MAXIMUM BENEFIT PERIOD FOR DISABILITY

If You elect this option, We will pay the Maximum Monthly Benefit Amount subject to the same provisions, exceptions and limitations in the Policy.

For Disability starting:

1. After Your 65th birthday, but before Your 75th birthday, the Maximum Benefit Period for Disability will be 24 months or the period shown in the Policy Schedule if less; and
2. After Your 75th birthday, the Maximum Benefit Period for Disability will be 12 months.

PREMIUMS AFTER AGE 65

The premium will be that then in effect at Your age for all insureds age 65 and older in the same occupation class with the same Elimination Period who have this policy form. We can only change the premium if We change it for everyone age 65 and older in the same occupation class with the same Elimination Period who have this policy form in Your state. An occupational class is a group of occupations with similar risks of Disability.

Any premium paid after Your 65th birthday for a period not covered by Your Policy under this option will be returned to You.

After age 65 and until age 75, benefits are payable for up to 24 months. After age 75, benefits are payable for up to 12 months.

PART 4 - UNIFORM PROVISIONS

ENTIRE CONTRACT; CHANGES

This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES

1. After two years from the Effective Date of this Policy no misstatements, except fraudulent misstatements, made by You in the application for this Policy shall be used to void the Policy or to deny a claim for loss incurred or Disability (as defined in the Policy) commencing after the expiration of such two year period.
2. No claim for loss incurred or Disability (as defined in the Policy) commencing after two years from the Effective Date of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Effective Date of coverage of this Policy.

GRACE PERIOD

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the Policy shall continue in force.

REINSTATEMENT

If any renewal premium be not paid within the time granted You for payment, a subsequent acceptance of premium by Us or by an agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent required an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the 45th day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application. The reinstated Policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to such sickness as may begin more than 10 days after such date. In all other respects, Your rights and Ours will remain the same thereunder previously held under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

NOTICE OF CLAIM

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on Your behalf or on behalf of the beneficiary to Us at 1 Fountain Square, Chattanooga, TN 37402, or to any authorized agent of the Insurer, with information sufficient to identify You, shall be deemed notice to Us.

You have up to 31 days after each premium due date to pay each premium, during which time the policy remains in force.

This section describes how to submit a claim for disability and how benefits are paid.

CLAIM FORMS

We, upon receipt of a notice of claim, will furnish to You such forms as are usually furnished for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice You shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.

PROOFS OF LOSS

Written Proof of Loss must be furnished to Us at Our Home Office in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate or 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 and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIM

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

PAYMENT OF CLAIMS

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at Our option, be paid either to Your beneficiary or to Your estate. All other indemnities will be payable to You.

If any indemnity of this Policy shall be payable to Your estate, or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage to You or a beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

PHYSICAL EXAMINATIONS AND AUTOPSY

We, at Our own expense, shall have the right and opportunity to examine You when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

CHANGE OF BENEFICIARY

Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other change in this Policy.

MISSTATEMENT OF AGE

If Your age has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

CONFORMITY WITH STATE STATUTES

Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which You reside on such date is hereby amended to conform to the minimum requirements of such statutes.

For Guaranteed Renewable coverage.

If the coverage is Guaranteed Renewable (policy 651) instead of Non-cancellable (policy 650), there will be a paragraph here in the policy stating: "Your renewal premiums will be based on Our rates then in effect for Your rating group. We can change the premium rate but only if We change the rate for everyone who has this policy form in Your rating group in Your state."

PART 5 - GENERAL PROVISIONS

PAYMENT OF PREMIUM

The first term of this Policy starts on the Effective Date shown in the Policy Schedule. It ends on the First Renewal Date. Later terms are periods for which You pay renewal premiums. All terms will begin and end at 12:01 A.M., Standard Time at Your home. You continue the Policy in force from term to term by paying premiums when due. The renewal premium for each term is due on the day the preceding term ends, subject to the grace period.

Premiums may be paid annually or semi-annually. If Our rules permit it, You can pay the premiums quarterly or monthly. We will allow You to change this by written request. But, We will not allow a change while You are Disabled.

PREMIUM REFUND

We will make pro-rata refunds of premium:

1. in the event of Your death (such refunds will be made to Your estate for any premium paid for a period beyond the date of Your death.);
2. if the Policy terminates because You stop working (except because of Injury or Sickness) when this Policy has been continued after Your 65th birthday, or if later, after it has been in force for five years;
3. if You suspend Your Policy in accordance with the Suspension During Military Service provision; or
4. in accordance with the Waiver of Premium provision.

SUSPENSION DURING MILITARY SERVICE

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

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

1. We receive Your written request to place the Policy back in force; and
2. You have paid the pro-rata premium for coverage until the next premium due date.

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

No premium due while you are disabled and receiving benefits.

WAIVER OF PREMIUM

After 90 days of Disability resulting from Injuries or Sickness not excluded from coverage, We will:

1. refund any premiums for this Policy that were due and paid while You were Disabled; and
2. waive the payment of premiums that thereafter become due for as long as the Disability continues, but not beyond the maximum benefit period.

After the Disability ends, or after the maximum benefit period ends, whichever comes first, to keep this Policy in force You must resume the payment of premiums by paying the pro-rata premium until the next premium due date. Thereafter premiums will be due and payable as provided in the Policy.

For premiums to be waived, You must provide Us with proof of Disability.

ASSIGNMENT

We will not be bound by an assignment of Your Policy for any claim unless We receive a written assignment at Our home office before We pay the benefits claimed. An absolute assignment is a change of policy owner to the assignee. A collateral assignment is not a change of the policy owner; in this case benefits will be paid jointly to the policy owner and the assignee.

PART 6 - BENEFITS

TOTAL DISABILITY

During the Usual Occupation Period, as shown in the Policy Schedule, **Total Disability** or **Totally Disabled** means a Disability that renders You unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way.

After benefits have been paid for the duration of the Usual Occupation Period, as shown in the Policy Schedule, **Total Disability** or **Totally Disabled** means a Disability that renders You unable to engage with reasonable continuity in any occupation, including Your Usual Occupation, in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, physical and mental capacity.

If Your Usual Occupation consists of more than one occupation from which You derive material income, You are **Totally Disabled** when You are unable to perform with reasonable continuity the substantial and material acts necessary to pursue any of Your occupations.

Benefits for Total Disability

If You are **Totally Disabled** We will pay benefits as follows:

1. Benefits start to accrue on the first day of **Total Disability** following the **Elimination Period** shown in the Policy Schedule on Page 3. The **Elimination Period** may be satisfied by days of **Total, Residual or Partial Disability**.
2. The **Maximum Monthly Benefit Amount** will be paid for as long as **Total Disability** continues, but not beyond the **Maximum Benefit Period for Disability**.

We will require a **Physician's** certification of Your condition.

Total Disability benefits will not be paid for any days for which **Partial or Residual Disability** benefits will be paid.

Disability must start while this Policy is in force. An **Elimination Period** must be served for each **Disability** except as stated in Part 7 of the Policy titled "Recurrent Disability or Concurrent Disability." A maximum benefit period will apply to each occurrence of **Disability**.

The suspension, revocation, or surrender of Your professional or occupational license or certification does not, in and of itself, constitute **Disability**.

Partial Disability benefits are based on the level of income lost due to less-than-total disability. Prior Total Disability is not required for Partial Disability benefits.

Higher benefits apply when you initially qualify for Partial Disability benefits.

UnumProvident's Work Incentive Benefit (WIB) can provide an enhanced short-term benefit. Subject to the maximum benefit amount shown in the Policy Schedule, WIB can replace up to 100% of pre-disability earnings after the return to work.

This is the formula used to calculate Partial Disability benefits after the initial WIB period.

PARTIAL DISABILITY

During the Usual Occupation Period shown in the Policy Schedule, **Partial Disability** or **Partially Disabled** means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way and You are not **Totally Disabled**, but

1. You are unable to perform all of the material and substantial acts necessary; or
2. You are unable to perform them for as long as normally required.

After benefits have been paid for the duration of the Usual Occupation Period as shown in the Policy Schedule, **Partial Disability** or **Partially Disabled** means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way or You are performing with reasonable continuity, one or more of the substantial and material acts of another occupation which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, physical and mental capacity and You are not **Totally Disabled**, but

1. You are unable to perform all of the material and substantial acts necessary; or
2. You are unable to perform them for as long as normally required.

Benefits for Partial Disability

If You are **Partially Disabled** and have a Loss of Earnings of at least 20%, We will pay benefits as follows:

1. Benefits start to accrue on the first day of **Partial Disability** following the **Elimination Period** shown in the Policy Schedule on Page 3.
2. The **Partial Disability Monthly Amount** will be determined each month using the following formulas:

During the **Work Incentive Period**, the following formula will be used:

$$\text{Pre-Disability Earnings minus(-) Disability Earnings} = \text{Partial Disability Monthly Amount}^*$$

*Partial Disability Monthly Amount cannot exceed the Maximum Monthly Benefit Amount.

After the **Work Incentive Period**, the following formula will be used:

$$\frac{\text{Loss of Earnings}}{\text{Pre-Disability Earnings}} \times \text{Maximum Monthly Benefit Amount} = \text{Partial Disability Monthly Amount}$$

If the Loss of Earnings equals 75% or greater of Pre-Disability Earnings, We will deem the loss to be 100% of Pre-Disability Earnings.

3. The **Partial Disability Monthly Amount** will be paid for as long as **Partial Disability** continues, but not beyond the **Maximum Benefit Period for Disability** shown in the Policy Schedule on Page 3.

Partial Disability benefits will not be paid for any days for which Total or Residual Disability benefits are paid.

Disability must start while this Policy is in force. A Maximum Benefit Period will apply to each occurrence of Disability.

The suspension, revocation, or surrender of Your professional or occupational license or certification does not, in and of itself, constitute Disability.

We will require a Physician's certification of Your condition.

Residual Disability benefits are based on the level of income lost due to less-than-total disability. Prior Total Disability is required for Residual Disability benefits.

Higher benefits apply when you initially qualify for Residual Disability benefits.

UnumProvident's Work Incentive Benefit (WIB) can provide an enhanced short-term benefit. Subject to the maximum benefit amount shown in the Policy Schedule, WIB can replace up to 100% of pre-disability earnings after the return to work.

This is the formula used to calculate Residual Disability benefits after the initial WIB period.

RESIDUAL DISABILITY

During the Usual Occupation Period shown in the Policy Schedule, **Residual Disability** or **Residually Disabled** means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way and You are no longer Totally Disabled, but:

1. You are unable to perform all of the material and substantial acts necessary; or
2. You are unable to perform them for as long as normally required.

After benefits have been paid for the duration of the Usual Occupation Period as shown in the Policy Schedule, Residual Disability or Residually Disabled means You have a Loss of Earnings of at least 20% and You are performing with reasonable continuity, one or more of the material and substantial acts necessary to pursue Your Usual Occupation in the usual and customary way or You are performing with reasonable continuity, one or more of the substantial and material acts of another occupation which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, physical and mental capacity and You are no longer Totally Disabled, but

1. You are unable to perform all of the material and substantial acts necessary; or
2. You are unable to perform them for as long as normally required.

Benefits for Residual Disability

If You are Residually Disabled and have a Loss of Earnings of at least 20%, We will pay benefits as follows:

1. Benefits start to accrue on the first day of Residual Disability after You have satisfied Your Elimination Period, shown in the Policy Schedule on Page 3 and Your Total Disability ends.
2. The Residual Disability Monthly Amount will be determined each month using the following formulas:

During the Work Incentive Period, the following formula will be used:

$$\text{Pre-Disability Earnings} \text{ minus } (-) \text{ Disability Earnings} = \text{Residual Disability Monthly Amount} \times$$

*Residual Disability Monthly Amount cannot exceed the Maximum Monthly Benefit Amount.

After the Work Incentive Period, the following formula will be used:

$$\frac{\text{Loss of Earnings}}{\text{Pre-Disability Earnings}} \times \text{Maximum Monthly Benefit Amount} = \text{Residual Disability Monthly Amount}$$

If the Loss of Earnings equals 75% or greater of Pre-Disability Earnings, We will deem the loss to be 100% of Pre-Disability Earnings.

3. The Residual Disability Monthly Amount will be paid for as long as Residual Disability continues, but not beyond the Maximum Benefit Period for Disability shown in the Policy Schedule on Page 3.

Residual Disability benefits will not be paid for any days for which Total or Partial Disability benefits are paid.

Disability must start while this Policy is in force. A Maximum Benefit Period will apply to each occurrence of Disability.

The suspension, revocation, or surrender of Your professional or occupational license or certification does not, in and of itself, constitute Disability.

We will require a Physician's certification of Your condition.

RECOVERY

Recovery means that, following a Disability that continued at least until the end of the Elimination Period:

1. You incur a Loss of Earnings of at least 20% that is due to the prior Disability; and
2. You have returned to Full Time Work in your Usual Occupation.

Benefits for Recovery

If you experience a Recovery and have a Loss of Earnings of at least 20%, We will pay benefits as follows:

1. Benefits start to accrue on the first day after Your Disability ends.
2. The Recovery Benefit Monthly Amount will be determined each month using the following formula:

$$\frac{\text{Loss of Earnings}}{\text{Pre-Disability Earnings}} \times \text{Maximum Monthly Benefit Amount} = \text{Recovery Benefit Monthly Amount}$$

3. The Recovery Benefit Monthly Amount will be paid for as long as Your Recovery continues, but not beyond the Maximum Benefit Period for Recovery Benefits.

Recovery benefits provide financial support while you are rebuilding earnings following a disability.

PART 7 - RECURRENT DISABILITY AND CONCURRENT DISABILITY

RECURRENT DISABILITY

If after the end of a Disability You have a Recurrent Disability, it will be considered to be a continuing Disability in order to determine the Elimination Period and the maximum benefit period applied to it. **Recurrent Disability** means a Disability that occurs within six months after the end of a previous Disability that is due to the same or related causes.

CONCURRENT DISABILITY

We will pay benefits for a Concurrent Disability as if it were caused by only one Injury or Sickness. We will not pay for more than one Disability benefit for the same period, except in the event of a Catastrophic Disability if Your Policy contains a Catastrophic Disability Benefit. We will always pay the larger benefit. **Concurrent Disability** means another Disability that is caused by other Injuries and/or Sicknesses.

Standard feature.

Automatically included in all California Income Series policies, this option allows for the exchange of earning-years' individual income protection insurance for an individual long-term care (LTC) insurance policy when the need changes to asset preservation. The LTC benefit period is six years. Increases to the base LTC benefit amount are available if the Option to Increase Benefit Amount for Long Term Care Policy Exchange is chosen.

UnumProvident guarantees that the LTC policy will meet minimum standards for such coverage in effect when the exchange is made. Although the ability to exchange does not add to the premium for income protection under the base policy, the premium for LTC coverage obtained through this option will be the standard premium charged for such LTC coverage at the time of the exchange.

LTC benefits are available through this exchange provision without evidence of insurability at ages specified.

OPTION TO EXCHANGE FOR INDIVIDUAL LONG TERM CARE POLICY

DEFINITIONS

Monthly Benefit Amount for Long Term Care Policy is shown in the Policy Schedule. It is the benefit amount We will issue to You under the Long Term Care Policy, subject to Your timely payment of premiums for Your Policy.

Lifetime Maximum Benefit Amount for Long Term Care Policy is shown in the Policy Schedule. It is the total dollar amount of benefits that will be paid under the Long Term Care Policy.

Long Term Care Policy means an individual long term care policy that provides home care and nursing home coverage and that is subject to the following terms:

1. It will be a comprehensive individual long term care policy that We, or Our affiliates offer at the time the exchange is made. If We or Our affiliates do not have such a long term care policy available in Your jurisdiction, We will arrange for an appropriate long term care policy to be made available to You through another insurance company to exercise this option. It will be issued with the Benefit Amount for Long Term Care Policy and Lifetime Maximum Benefit Amount for Long Term Care Policy;
2. It will meet or exceed all applicable federal and state minimum standards in effect for such policies at the time the exchange is made; and
3. The premium for the Long Term Care Policy will be the premium We charge for Your age and Long Term Care Benefit Amount at the time the exchange is made.

BENEFITS

You may exchange Your Policy for a Long Term Care Policy without submitting evidence of insurability:

1. Between age 60 and age 70 if You are not Disabled;
2. Between age 65 and age 70 if You are Disabled, but have received the maximum benefits allowable under this Policy; or
3. On Your age 70. If You are Disabled and receiving benefits on this date, You may defer the exchange until You have received the maximum benefit amount for the Disability.

Optional Cost of Living Adjustments (COLA)

Helps income replacement benefits keep pace with inflation during a disability that has lasted at least 12 months.

The actual percentage of increase will be made based on changes in the CPI-U each year.

This section contains information about the CPI-U on which benefit increases are based.

COST OF LIVING ADJUSTMENTS
(Applies to benefits payable after the 12th month of Disability)

DEFINITIONS

Adjusted Catastrophic Disability Benefit is the Catastrophic Disability Benefit multiplied by the Benefit Factor for a Review Period. An Adjusted Catastrophic Disability Benefit can not:

1. exceed the Catastrophic Disability Benefit increased by a percentage factor equal to the completed number of Review Periods multiplied by 7%; or
2. be less than the amount of the Catastrophic Disability Benefit increased by a percentage factor equal to the completed number of Review Periods multiplied by 2%.

Adjusted Maximum Monthly Benefit Amount is the Maximum Monthly Benefit Amount multiplied by the Benefit Factor for a Review Period. An Adjusted Maximum Monthly Benefit Amount can not:

1. exceed the Adjusted Maximum Monthly Benefit Amount increased by a percentage factor equal to the completed number of Review Periods multiplied by 7%; or
2. be less than the amount of the Adjusted Maximum Monthly Benefit Amount increased by a percentage factor equal to the completed number of Review Periods multiplied by 2%.

Benefit Factor is determined by dividing the CPI-U for the latest Index Month by the CPI-U for the first Index Month. We will compute it on each Review Date during a Disability. It will apply to the Review Period that follows.

CPI-U means the Consumer Price Index for All Urban Consumers. It is published by the United States Department of Labor. If the CPI-U is discontinued or if its method of computation is changed, We may use another nationally published index.

Index Month means the calendar month three months prior to a Review Date. But, the first Index Month means the calendar month three months prior to the start of a Disability. We will measure all changes in the CPI-U from the first Index Month.

Review Date means each anniversary date of the start of Disability.

Review Period means a one year period ending on a Review Date.

BENEFITS

If Injuries or Sickness results in a Disability that lasts at least 12 months, We will compute Cost of Living Adjustments on each Review Date. Monthly benefits which thereafter accrue during that Disability will be adjusted as follows:

1. On each Review Date, We will compute the Benefit Factor and the Adjusted Maximum Monthly Benefit Amount for the Review Period that follows.
2. For any Maximum Monthly Benefit Amount that accrues during a Review Period, We will pay instead the Adjusted Maximum Monthly Benefit Amount.
3. For any Catastrophic Disability Benefit (if included in Your Policy,) that accrues during a Review Period, We will pay instead the Adjusted Catastrophic Disability Benefit.
4. We will adjust any Residual or Partial Disability Monthly Amount which accrues during a Review Period. To do this, We will use the Adjusted Maximum Monthly Benefit Amount in the formula to determine each benefit that is to be paid during that Review Period. It will be used in the formula instead of the Maximum Monthly Benefit Amount.
5. Computations of Cost of Living Adjustments will end on the earliest of:
 - a. the end of the Disability (see definition of Disability);
 - b. the end of a benefit period; or
 - c. Your 65th birthday.

If the computations end because of (a) or (b) above, benefit amounts will revert to those shown in the Policy Schedule. Benefits payable for the first 12 months of a new Disability will not include a Cost of Living Adjustment. A new first Index Month and Review Date will apply to each new Disability that lasts more than 12 months.

If the computations end because of (c) above and if any benefits continue to be payable after that date for a Disability that started before Your 64th birthday, We will apply to those benefits the Benefit Factor that last applied before Your 65th birthday.

We will compute a Benefit Factor on the first Review Date for a Disability that starts between Your 64th and 65th birthdays. This factor will continue to apply to any benefits paid during that Disability.

If monthly benefits have increased during disability through COLA, after you return to work you can increase your coverage to the level achieved through the last COLA adjustment.

QUALIFIED RIGHT TO INCREASE MAXIMUM MONTHLY BENEFIT AMOUNT TO ADJUSTED AMOUNT

You may increase benefits when You return to active Full-Time Work that can be expected to provide You with an income equal to Your Maximum Monthly Benefit within 12 months after the end of a Disability during which Cost of Living Adjustments were made. You may increase to the amount of the Adjusted Maximum Monthly Benefit Amount or Adjusted Catastrophic Disability Monthly Amount whatever applies to Your Disability which was used to determine the last monthly claim payment, if:

1. You have not reached Your 60th birthday on the date You elect the increase; and
2. within 90 days after the Disability ends, You make application to Us on a form which We will furnish You upon request. Other evidence of insurability will not be required.

The effective date of the increase will be the first of the month after We approve Your application for the increase. The required additional premium must be paid within 31 days of that date. Later premiums for the increase must be paid as part of the renewal premiums for the Policy.

The premium for the increase will be based on Your attained age at the time of the increase. It will also be based on our table of premium rates then in effect.

The increase in benefit will apply to new Disabilities which start after the effective date of the increase.

If You do not elect and obtain this increase, the Maximum Monthly Benefit Amount will revert to the amount shown in the Policy Schedule for new Disabilities.

This benefit will end: 1) when the Policy ends; or 2) on Your 65th birthday, whichever happens first. The premium charge for this benefit will end when this benefit ends.

Catastrophic Disability Benefit can be added. This option allows the customer to purchase an additional monthly benefit that, in combination with the base benefit, can replace up to 100% of pre-disability earnings for very serious types of disabilities that are likely to increase living expenses.

CATASTROPHIC DISABILITY BENEFIT

DEFINITIONS

Catastrophic Disability or Catastrophically Disabled means, that, You are receiving Disability benefits under this Policy, and because of Injuries or Sickness, You suffer the total and permanent loss of:

1. speech;
2. hearing in both ears;
3. sight in both eyes; or
4. use of both arms, both legs, or one arm and one leg.

Catastrophic Disability Benefit Amount is shown in the Policy Schedule.

BENEFITS

Benefits for Catastrophic Disability

If You are Catastrophically Disabled, We will pay benefits as follows:

1. Benefits start to accrue on the day Your Catastrophic Disability begins.
2. The Catastrophic Disability Monthly Amount will be paid in addition to the Maximum Monthly Benefit Amount for as long as Your Catastrophic Disability continues, but not beyond the Maximum Benefit Period for Catastrophic Disability.

Disability must start while this Policy is in force.

We will presume You to be Catastrophically Disabled as long as loss continues, whether or not You are able to work or earn an income.

This benefit will end: 1) when the Policy ends; or 2) on Your 65th birthday, whichever happens first. The premium charge for this benefit will end when this benefit ends.

Increase Option helps coverage keep pace with income increases by guaranteeing the right to apply for increases without medical underwriting.

The increase available will be based on either of these earned income average situations most advantageous to the customer.

If one of the available increases is not used or if only part of it is used, the customer can carry over the unused amount to the next Increase Option date.

The customer can apply for a one-time extra unit of increase on any Increase Option date before reaching the age of 42.

	<p>INCREASE OPTION</p>
	<p style="text-align: center;">DEFINITIONS</p>
	<p>Earned Income means the greater of the average of Your Monthly Earnings:</p>
	<ol style="list-style-type: none">1. For the 12 months just prior to the date of Your request for an increase in the Maximum Monthly Benefit Amount; or2. For the fiscal year with the highest earnings of the last two fiscal years prior to the date of Your request.
	<p>IO Expiration Date is shown in the Policy Schedule.</p>
	<p>IO Option Date means each even numbered anniversary of the Effective Date that occurs on or before the IO Expiration Date. If an IO Option Date does not coincide with a renewal date for this Policy, the IO Option Date will change to coincide with the next renewal date thereafter.</p>
	<p>Unit of Increase is an amount by which the Maximum Monthly Benefit Amount can be increased on an IO Option Date. That amount is shown in the Policy Schedule. The maximum number of Units of Increase is also shown in the Policy Schedule.</p>
	<p style="text-align: center;">BENEFIT</p>
	<p>You may apply for up to one Unit of Increase as of any IO Option Date. You may apply for part of a Unit of Increase as of any IO Option Date.</p>
	<p>If all or part of a Unit of Increase is not used as of an IO Option Date, You may carry it over and apply for it on the next IO Option Date, but You can not carry it over beyond that IO Option Date.</p>
	<p>To use all or part of a carried-over Unit of Increase, You must also exercise all of Your current Unit of Increase. The total number of Units of Increase exercised can never exceed the maximum number of Units of Increase shown in the Policy Schedule.</p>
	<p>On any IO Option Date prior to age 42, You may also apply for up to one added Unit of Increase if You are not Disabled and You exercise all of Your current Unit of Increase. This added Unit of Increase may not be exercised more than once.</p>
	<p>If You qualify, We will increase Your Maximum Monthly Benefit Amount by the amount for which You apply.</p>
	<p>650-CA Page 27</p>

TO QUALIFY FOR AN INCREASE

You will qualify for an increase if at the time You apply:

1. Your Earned Income is sufficient for an increase. This will be determined by Our published underwriting rules and issue and participation limits in effect at the time You apply or on the Effective Date of Your Policy, whichever is more favorable to You; and
2. The sum of all Your disability income coverage, after the increase, is not more than the maximum coverage We offer to new applicants of Your class of risk. This will be determined by Our published underwriting rules and issue and participation limits in effect at the time You apply or on the Effective Date of Your Policy, whichever is more favorable to You. The sum of Your disability income coverage will be determined by adding up the benefits You would receive from:
 - a. Us; and
 - b. Any other insurer.

We may require proof of Your Earned Income.

APPLICATION FOR AN INCREASE

You may apply for an increase as of any IO Option Date.

You may apply for no more than one Unit of Increase during any continuing Disability.

WHEN AN INCREASE IS EFFECTIVE

An increase in Your Maximum Monthly Benefit Amount under this option will be effective as of the applicable IO Option Date; however, if Your application for an increase in Your Maximum Monthly Benefit Amount is dated within 31 days after the IO Option Date, then the effective date of an increase in Your Maximum Monthly Benefit Amount under this option will be effective as of the date of Your application. If the IO Option Date upon which an increase is elected occurs while You are Disabled, the increased Maximum Monthly Benefit Amount will only apply to a new and separate Disability.

THE PREMIUM

The premium for each increase will be at the rate for Your age on the applicable IO Option Date. To determine Your premium, We will use either:

1. Your class of risk on the Effective Date of Your Policy; or
2. Your class of risk on the Effective Date of the increase;

whichever is more favorable to You.

You must make the first payment of the premium for an increase to Our Home Office. You must do this no later than 31 days after the IO Option Date.

Also, if the premium for Your Policy is being waived on the IO Option Date, You will not have to pay the premium for the increase until the premium for Your Policy becomes payable again.

To qualify for an increase, you only submit financial evidence that earnings have increased. No medical qualification is required.

You can apply for one unit of increase even while disabled. That increase will apply to the benefit paid during any subsequent disability, but not to the current period of disability.

TERMINATION

This benefit will end:

1. On the IO Expiration Date;
2. When the total of all increases in the Maximum Monthly Benefit Amount equals the value of the maximum Units of Increase shown in the Policy Schedule;
3. If the premium for Your Policy or this option is not paid on time;
4. Upon Your written request to end this option; or
5. On the date Your Policy terminates;

whichever happens first.

Available at the time of the original application for income protection, this option allows you to purchase a higher long term care (LTC) benefit amount when the income protection policy is exchanged for an LTC policy. No evidence of insurability will be required at the time of the exchange.

The LTC benefit amount available through the base policy benefit exchange is \$3,000 per month. This option allows you to increase the LTC benefit above that level. The amount of increase purchased is shown in the policy schedule.

OPTION TO INCREASE BENEFIT AMOUNT FOR LONG TERM CARE POLICY EXCHANGE

DEFINITIONS

LTCOI Option Date means the date You exchange Your Policy for a Long Term Care Policy under the Long Term Care Option.

LTCOI Option Amount is the maximum amount by which You can increase the Long Term Care Benefit Amount on the LTCOI Option Date. It is shown in the Policy Schedule.

Long Term Care Benefit Amount is the benefit amount We will issue to You under the Long Term Care Option provision. It is shown in the Policy Schedule.

BENEFITS

On the LTCOI Option Date, You may increase the Long Term Care Benefit Amount up to the full LTCOI Amount, without submitting evidence of insurability. In no event will We increase the Long Term Care Benefit Amount by more than the LTCOI Amount.

PREMIUM

The premium for the LTCOI Amount will be at the rate for Your age on the LTCOI Option Date.

TERMINATION

This option will end:

1. When You exchange Your Policy for a Long Term Care Policy under the Long Term Care Option Benefit;
2. If the premium for Your Policy or this option is not paid on time;
3. Upon Your written request to end this option; or
4. On the date Your Policy terminates;

whichever happens first.

*Individual Income Protection coverage described in this booklet
underwritten by UnumProvident Corporation subsidiary:*

Provident Life and Accident Insurance Company

1 Fountain Square, Chattanooga, TN 37402

*Long Term Care coverage described in this booklet will be
underwritten by one of UnumProvident Corporation's insuring
affiliates.*

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