

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA**

MARCUS KIRK
Plaintiff,

vs.

Case No.: 2024-CA- 2024 CA 000157

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**
Defendant.

_____ /

COMPLAINT

Plaintiff, MARCUS KIRK, by and through undersigned counsel hereby files this Complaint against Defendant, THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, and states as follows:

JURISDICTION AND VENUE

1. Plaintiff is a resident of Florida and the events which precipitated this action occurred in, Leon County, Florida.
2. At all times relevant, Defendant was and is a foreign corporation doing business for profit in the State of Florida.
3. This is an action for damages in excess of \$30,000.
4. Jurisdiction and venue are appropriately vested in this Court.

FACTS

5. Defendant issued Plaintiff, MARCUS KIRK, a long-term disability (LTD) insurance policy on or about July 23, 2009. At or about the same time, Defendant issued Mr. Kirk a life insurance policy, which contained a waiver of premium provision that became effective on Mr. Kirk's disability. A copy of the combined policies (referenced together at times

herein as “the policy” or “the policies”) is incorporated into the allegations of this complaint by reference and attached hereto as Exhibit A.

6. At all times relevant, Mr. Kirk was an “insured” under the policy.

7. On April 22, 2010, Mr. Kirk was the pedestrian victim of a pedestrian-automobile crash. In addition to orthopedic injuries suffered in the crash, Mr. Kirk suffered a closed-head and/or traumatic brain injury. This injury was not immediately formally diagnosed, but after the accident, he experienced emotional, behavioral and neurological symptoms that resulted in the involuntary termination of his employment and two subsequent failed attempts at employment.

8. After being terminated from his employment, in or around July or August of 2010, Mr. Kirk called Defendant to determine whether he qualified for benefits. Although he did not recall any details of the policy, he had purchased insurance through Defendant a year prior and thought he might be entitled to benefits as a result of his injuries. Defendant did not inform Mr. Kirk that he had a long-term disability insurance policy for which he might apply for benefits. Rather, Defendant told Mr. Kirk that he had a life insurance policy and that because it was an automobile accident and he did not die, he was not entitled to any benefits under the policy. Unbeknownst to Mr. Kirk at the time, this information was inaccurate. Firstly, he had in fact purchased a long-term disability insurance policy from Defendant that was in effect at the time of the accident. Additionally, the life insurance policy that Defendant’s representative referenced contained a waiver of premium provision that provided continued life insurance coverage at no cost in the event he became disabled.

9. As a result of the above-referenced false information provided by Defendant, Mr. Kirk did not attempt to submit proof of loss or otherwise apply for benefits under the policy. He had no source of income and became homeless after separating from his wife. Unable to work

and unaware of the LTD benefits available to him under the policy, Mr. Kirk survived on charitable medical care and the assistance of friends and family for the next several years.

10. In 2022, Mr. Kirk discovered documents proving he had disability insurance through Defendant. In or around April of 2022, Mr. Kirk called Defendant at which time, Defendant's representative repeated that Defendant did not have any record of disability insurance with Defendant. Over the next five months, Mr. Kirk repeatedly called Defendant who did not confirm whether he had disability coverage at the time of his accident in 2010. Finally, on or about October 1, 2022, Defendant called Mr. Kirk to confirm that he did in fact have a long-term disability insurance policy in effect at the time of his injury in 2010. He later learned there was a waiver of premium provision in his life insurance policy that waived his premium requirement in the event he became disabled.

11. In or around January of 2023, Mr. Kirk retained an attorney to assist him with applying for benefits under the policy. On or about February 3, 2023, Mr. Kirk submitted to Defendant a notice of intent to apply for benefits under the policy as well as a request to preserve evidence related to his communications with Defendant from 2010 onward.

12. From February through August 2023, Mr. Kirk, through counsel, cooperated with Defendant's investigation into his application. This included submitting to a sworn recorded statement, tracking down witnesses who were familiar with his cognitive and mental health symptoms at the time, and obtaining medical and other documentary evidence from the time of the incident and the subsequent years at the request of Defendant.

13. At all relevant time, Mr. Kirk met and continues to meet the applicable definition of total disability pursuant to the terms of the policy, entitling Mr. Kirk to benefits due under the policy.

14. On or about September 5, 2023, Defendant breached its insurance contract with Mr. Kirk when it denied his application for benefits under the policy. Specifically, Defendant claimed Mr. Kirk's application was untimely under the contractual period of limitations for filing an application under the policy.

COUNT ONE
BREACH OF CONTRACT

15. The policy constitutes an insurance contract between Mr. Kirk and Defendant

16. Defendant breached the contract by its denial of Mr. Kirk's claim.

17. Mr. Kirk has been damaged by Defendant's failure to pay the benefits he is due under the policies.

18. As the untimeliness of Mr. Kirk's application under the policy was caused directly by the Defendant's misrepresentation that he did not have a policy under which he could file for disability, Defendant should be estopped from denying his application as untimely.

WHEREFORE, Mr. Kirk respectfully requests this Court enter a judgment for damages against Defendant, including benefits due under the attached life and long-term disability insurance policies, pre-judgment interest, post-judgment interest and attorney's fees and costs as well as any further relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated this 26th day of January, 2024.

Respectfully Submitted,

/s/ Matthew D. Liebenhaut
MATTHEW D. LIEBENHAUT
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Attorney for Plaintiff

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EXHIBIT A



The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy, subject to its terms and conditions. Signed at Milwaukee, Wisconsin on the Date of Issue.

John E. Schlipke
Chief Executive Officer

Raymond J. Marista
Secretary

TERM LIFE POLICY

Participating.

Insurance payable on death of Insured before Expiry Date. Convertible on or before the Final Conversion Date. Premiums are payable to the Expiry Date. The Expiry Date and Final Conversion Date are shown on page 3.

Right To Return Policy -- Please read this policy carefully. The policy may be returned by the Owner for any reason within fourteen days after it was received. The policy may be returned to your agent or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"). If returned, the policy will be considered void from the beginning. Any premium paid will be refunded.

TT.TERM.L20.(0105).REV0109

FL

**This policy provides no coverage;
it is terminated and no longer in-force.**

This replica was prepared on

OCTOBER 19, 2022

Insured	Marcus Kirk	Age and Sex	35 Male
Policy Date	July 23, 2009	Policy Number	18 658 882
Plan	20 Year Level Term	Amount	\$500,000

TT.TERM.L20.(0105)

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This policy is a legal contract between the Owner and The Northwestern Mutual Life Insurance Company.

Read your policy carefully.

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ADDITIONAL BENEFITS (if any)

APPLICATION

TT.TERM.(0105)

BENEFITS AND PREMIUMS

Date of Issue - July 23, 2009

Plan and Additional Benefits	Amount	Annual Premiums	Payable For
20 Year Level Term	\$500,000	See Table	20 Years
Waiver of Premium		See Table	20 Years

An annual premium is payable July 23, 2009 and every July 23 after that.

The first annual premium is \$1,088.00.

Final Conversion Date: July 23, 2019

Expiry Date: July 23, 2029

This Policy is issued in a Premier (Tobacco) premium classification.

Following the Table of Annual Premiums is information on how to determine the amount of the premium when paid more often than annually.

TABLE OF ANNUAL PREMIUMS

For Policy Year Beginning July 23,	\$500,000 20 Year Level Term Premium	Waiver of Premium Benefit	Total Premiums
2009	\$ 1,013.00	\$ 75.00	\$ 1,088.00
2010	1,013.00	75.00	1,088.00
2011	1,013.00	75.00	1,088.00
2012	1,013.00	75.00	1,088.00
2013	1,013.00	75.00	1,088.00
2014	1,013.00	75.00	1,088.00
2015	1,013.00	75.00	1,088.00
2016	1,013.00	75.00	1,088.00
2017	1,013.00	75.00	1,088.00
2018	1,013.00	75.00	1,088.00
2019	1,013.00	75.00	1,088.00
2020	1,013.00	75.00	1,088.00
2021	1,013.00	75.00	1,088.00
2022	1,013.00	75.00	1,088.00
2023	1,013.00	75.00	1,088.00
2024	1,013.00	75.00	1,088.00
2025	1,013.00	75.00	1,088.00
2026	1,013.00	75.00	1,088.00
2027	1,013.00	75.00	1,088.00
2028	1,013.00	75.00	1,088.00

The premium for the conversion benefit, which is a required component of all of the Company's term policies, is 4.4% of the premium above.

Direct Beneficiary	April Kirk, spouse of the Insured		
Owner	Marcus Kirk, the Insured		
Insured	Marcus Kirk	Age and Sex	35 Male
Policy Date	July 23, 2009	Policy Number	18 658 882
Plan	20 Year Level Term	Amount	\$500,000

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown in the table above. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (See Section 3.3), the premium amount will be determined as follows:

Premium Frequency	Multiply Annual Premium by: ***
Every 6 months	.5096
Every 3 months	.2573
Monthly	.0863

*** Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.

SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this policy is in force. Subject to the terms and conditions of the policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiary or other payee under Section 7.

When all premiums due have been paid, the amount of the Life Insurance Benefit will be:

- the plan Amount shown on page 3; plus
- the amount of dividend accumulations, if any (Section 5.2); plus
- the amount of any premium refund (Section 3.5) and dividend, if any, at death (Section 5.5).

These amounts will be determined as of the Insured's date of death.

When the Insured dies during the grace period following the due date of any unpaid premium, the amount of the Life Insurance Benefit will be:

- the amount determined above assuming the overdue premium has been paid; less
- the amount of the unpaid premium.

1.2 EXPIRY OF POLICY

Unless terminated earlier (because a premium was not paid, conversion, or otherwise), this policy will terminate on the Expiry Date shown on page 3.

1.3 ENTIRE CONTRACT; CHANGES

This policy with any amendments and additional benefits and the attached application is the entire contract. Statements in the application are representations and not warranties.

Subject to evidence of insurability and other documentation acceptable to the Company, the Owner may apply to the Company to effect a policy change. A change in the policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the policy be sent to it for endorsement to show a change. No agent has the authority to change the policy or to waive any of its terms.

1.4 INCONTESTABILITY

The Company will not contest this policy after it has been in force during the lifetime of the Insured for two years from the Date of Issue. In issuing the policy, the Company has relied on the application. While the policy is contestable, the Company, on the basis of a misstatement in the application, may rescind the policy or deny a claim.

1.5 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid.

1.6 DATES

The contestable and suicide periods begin with the Date of Issue. Policy months, years, and anniversaries are computed from the Policy Date. Both dates applicable to the policy as originally issued are shown on page 3. The Date of Issue will be later for any increase in the amount of insurance coverage placed into effect after the policy is originally issued.

1.7 MISSTATEMENT OF AGE OR SEX

If the age or sex of the Insured has been misstated, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

1.8 PAYMENTS BY THE COMPANY

All payments by the Company under this policy are payable in United States dollars at the Home Office.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner is named on page 3. All policy rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary. If the policy has more than one Owner, policy rights must be exercised only by authorization of all Owners. After the death of the Insured, policy rights may be exercised only as provided in Section 7.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information, in a form acceptable to the Company, is received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including supplying any required information about the successor owner. A successor owner succeeds to the interests of the Owner only if the Owner is not the Insured at the time of the Owner's death.

2.4 COLLATERAL ASSIGNMENT

The Owner may assign this policy as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office.

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

SECTION 3. PREMIUMS

3.1 AMOUNT OF PREMIUM

The annual premiums due for the plan Amount and the annual premiums due for any additional benefits are shown on page 3.

3.2 PREMIUM PAYMENT

All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. A premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

3.3 FREQUENCY

Premiums may be paid every 3, 6 or 12 months. The Company may permit the payment of premiums on other frequencies under the terms of payment programs (such as a payment program that uses electronic funds transfer).

On request, the Company will provide:

- the amount of the premium due on any available frequency for any policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 3). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

3.4 GRACE PERIOD

A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The policy will be in full force during this period. If the Insured dies during the grace period, any overdue premium will be paid from the Life Insurance Benefit of the policy.

If the premium is not paid within the grace period, the policy will terminate as of the due date.

3.5 PREMIUM REFUND AT DEATH

The Company will refund a portion of a premium paid for the period beyond the date of the Insured's death. The refund will be paid as part of the Life Insurance Benefit.

SECTION 4. REINSTATEMENT

If this policy terminates as provided in Section 3.4, it may be reinstated within three years after the due date of the overdue premium. All unpaid premiums (and interest as required in this section) must be received by the Company while the Insured is alive and before the Expiry Date.

In addition, for the policy to be reinstated more than 31 days after the end of the grace period:

- evidence of insurability must be given that is acceptable to the Company; and
- all unpaid premiums must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

SECTION 5. DIVIDENDS

5.1 ANNUAL DIVIDENDS

This policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This policy's share, if any, will be credited as a dividend on the policy anniversary. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of

Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this policy is not guaranteed.

It is not expected that any dividends will be payable on this policy.

5.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid under one of the following options:

- **Cash.**
- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of 0.5%. The Company may set a higher rate.
- **Premium Payment.** Dividends will be used to reduce premiums. If the balance of a premium is not paid, the dividend will be credited to dividend accumulations.

If no direction is given for the use of dividends, they will be used to reduce premiums.

5.3 AUTOMATIC USE OF DIVIDEND ACCUMULATIONS FOR PREMIUM PAYMENT

Dividend accumulations, if any, will be used to pay an overdue premium on this policy. If dividend accumulations are not large enough to pay the overdue premium, a premium will be paid for any other frequency permitted by this policy for which dividend accumulations are large enough.

If dividend accumulations are not large enough to pay any premium and if the premium is unpaid at the end of the grace period, the policy will terminate.

The Owner may revoke or reinstate this Automatic Use of Dividend Accumulations For Premium Payment provision upon receipt at the Home Office of a written request acceptable to the Company.

5.4 PAYMENT OF DIVIDEND ACCUMULATIONS

Dividend accumulations, if any, are part of the Life Insurance Benefit payable on the death of the Insured. While the Insured is living, dividend accumulations may be withdrawn by the Owner at any time. If the policy terminates, any dividend accumulations will be paid to the Owner.

5.5 DIVIDEND AT DEATH

If a dividend is payable under Section 5.1, a dividend for the period from the beginning of the policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

SECTION 6. CONVERSION TO PERMANENT INSURANCE

6.1 ATTAINED AGE CONVERSION

The Owner may convert this entire policy to a new policy that will be issued at the attained age of the Insured. This may be done on or before the Final Conversion Date shown on page 3. No new evidence of insurability will be required for conversions involving the same or lesser underwriting amount as the term insurance coverage converted. The underwriting amount, which may exceed the amount of term insurance coverage converted, is determined by the Company and represents the mortality risk of the new policy.

A portion of this policy may be converted, subject to conditions set by the Company at the time of the conversion.

Plan. The new policy will be on a permanent single life insurance plan being issued by the Company on the date of the conversion. If this policy has an additional benefit, the additional benefit that is made a part of the new policy will contain the provisions of that benefit as it is being issued by the Company on the date of conversion.

Amount. The amount of the new policy will be the amount of term insurance coverage converted. The converted plan must meet minimum size requirements as of the date of the conversion.

Premiums. The premium for the new policy, including any additional benefits, will be determined as of the date of conversion based on:

- the Company's premium rates then in effect;
- the plan and amount of the new policy and any additional benefits;
- the Insured's age on the Insured's birthday nearest the policy date of the new policy; and
- the underwriting classification of this policy. However, if the underwriting classification of this policy has been modified or eliminated for policies being issued at the time of conversion, the premium will be based on an appropriate underwriting classification, as determined by the Company.

If the new policy allows the payment of additional premiums that have the effect of increasing cash value, the Company may limit the amount of such premiums.

Cost of Conversion. The cost of conversion will be the first premium on the new policy less any dividend and premium credit on the amount converted.

Provisions. The new policy will contain any exclusion provision which is a part of this policy.

6.2 EFFECTIVE DATE

The new policy will take effect on receipt at the Home Office of:

- a written request acceptable to the Company; and
- payment of the cost of conversion.

The amount of term insurance coverage converted from this policy will be surrendered when the new policy takes effect. The Company may require that this policy be sent to it for endorsement to show the conversion.

6.3 CONVERSION OF WAIVER OF PREMIUM BENEFIT

If the Waiver of Premium Benefit is a part of this policy at the time of conversion, the new policy may be issued with the Waiver of Premium Benefit only if the annual premium on the new policy is not greater than the annual premium for the same amount of coverage on the Company's Whole Life Paid Up at 90 plan (or, if that plan has been discontinued, the successor plan then being issued by the Company).

The Waiver of Premium Benefit on the new policy will apply to a disability that started while the converted term insurance coverage was in force.

Exception. The new policy may be issued with the Waiver of Premium Benefit only if it is available on the new policy (as determined in Section 6.1) at the time of conversion.

SECTION 7. BENEFICIARIES AND PAYMENT OF THE LIFE INSURANCE BENEFIT

7.1 DEFINITION OF BENEFICIARIES

The term "Beneficiary" means direct beneficiaries, contingent beneficiaries, and further payees of the Life Insurance Benefit.

7.2 NAMING AND CHANGING THE BENEFICIARIES

By Owner. The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

By Spouse (Marital Deduction Provision).

- **Power To Appoint.** The spouse of the Insured will have the power alone and in all events to appoint all amounts payable to the spouse under the policy if:
 - a. the Insured, at the time of his or her death was the Owner; and
 - b. the spouse is a direct beneficiary; and
 - c. the spouse survives the Insured.
- **To Whom Spouse Can Appoint.** Under this power, the spouse can appoint:
 - a. to the estate of the spouse; or
 - b. to any other persons as contingent beneficiaries and further payees.
- **Effect Of Exercise.** As to the amounts appointed, the exercise of this power will:
 - a. revoke any other designation of Beneficiaries;
 - b. revoke any election of payment plan as it applies to them; and
 - c. cause any provision to the contrary in Section 7 of this policy to be of no effect.

Effective Date. Naming or a change of Beneficiaries will be made on receipt at the Home Office of a written request that is acceptable to the Company. If acceptable, the request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the policy be sent to it to be endorsed.

7.3 SUCCESSION IN INTEREST OF BENEFICIARIES

If at least one Beneficiary survives the Insured and receives payment of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows.

Direct Beneficiaries. The Life Insurance Benefit of this policy will be paid in equal shares unless otherwise designated by the Owner to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. If none of the direct beneficiaries survive and receive payment, the Life Insurance Benefit will be paid in equal shares unless otherwise designated by the Owner to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies before receiving all or part of the contingent beneficiary's full share, the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. If none of the direct and contingent beneficiaries survive and receive payment, the Life Insurance Benefit will be paid in one sum:

- in equal shares unless otherwise designated by the Owner to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all of the Beneficiaries.

If no Beneficiaries survive the Insured and receive payment of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

7.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

7.5 GENERAL

Transfer Of Ownership. A transfer of ownership will not change the interest of the Beneficiaries.

Claims Of Creditors. So far as allowed by law, no amount payable under this policy will be subject to the claims of creditors of the Beneficiaries.

7.6 PAYMENT OF THE LIFE INSURANCE BENEFIT

The Life Insurance Benefit will be paid in cash or into a payment plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the Life Insurance Benefit is paid in cash or into a payment plan. Interest will be paid at an annual effective rate determined by the Company but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

7.7 PAYMENT PLANS

Payment Plan Elections.

The Owner may elect payment plans for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

Subject to the Owner's rights, a direct or contingent beneficiary may elect a payment plan for his or her share of the Life Insurance Benefit and/or name his or her own beneficiary for the remaining value, if any, in the payment plan existing at the time of the direct or contingent beneficiary's death. If no such payment plan beneficiary is named, then the payment plan beneficiary for the remaining value, if any, shall be the estate of the direct or contingent beneficiary to whom payment plan payments were being made. Payment plan beneficiaries will continue under the terms of the payment plan.

Effective Date. A payment plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at the Home Office while the Insured is living. In all other situations, a payment plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

Payment Date. The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

Transfer Between Payment Plans. A direct or contingent beneficiary who is receiving payment under a payment plan which includes the right to withdraw may transfer the withdrawal value to any other available plan.

Minimum Payment. The Company may limit the election of a payment plan to one that results in payments of at least \$50. If payments under a payment plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the payment plan.

Payment Plan Offerings.

The Company will make available the following payment plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. 10 years;
 - c. 20 years; or
 - d. a refund period which continues until the sum of the payments that have been made is equal to the amount that was applied under this Life Income Plan.

- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year certain period and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

The Company may offer additional payment plans.

The following shall apply to the Single Life Income and Joint and Survivor Life Income Payment Plans ("Life Income Plans"):

Withdrawal. The remaining value, if any, in a Life Income Plan may be withdrawn in a lump sum upon the death of all individuals upon whose lives income payments are based. The withdrawal value will be the present value of any unpaid payments for the remaining certain period. The present value will be based on the rate of interest used to determine the amount of the payments.

Limitations. A direct or contingent beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A corporation may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Increase Of Monthly Income. A direct or contingent beneficiary may increase the amount of the monthly payments. This is done by the payment of an annuity premium to the Company at the time the payment plan elected takes effect. The amount that will be applied under the payment plan will be the net premium. The net premium is the annuity premium less a charge of not more than 2% and less any premium tax. The net premium will be applied under the same payment plan and at the same rates as the Life Insurance Benefit. The Company may limit this net premium to an amount that is equal to the direct or contingent beneficiary's share of the Life Insurance Benefit payable under this policy.

Payment Plan Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the payment plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the amounts that are described in Minimum Payment Rates.

Minimum Payment Rates. The minimum payment rates for the Life Income Plans are shown in the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the payment plan takes effect; plus
- the age adjustment shown below for the number of policy years that have elapsed from the Policy Date to the date that the payment plan takes effect. A part of a policy year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 8	0	33 to 40	-4
9 to 16	-1	41 to 48	-5
17 to 24	-2	49 or more	-6
25 to 32	-3		

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS									
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)				FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			
	ZERO	10	20	REFUND		ZERO	10	20	REFUND
55	\$ 3.77	\$ 3.74	\$ 3.64	\$ 3.59	55	\$ 3.48	\$ 3.46	\$ 3.41	\$ 3.37
56	3.85	3.82	3.70	3.65	56	3.54	3.52	3.47	3.42
57	3.94	3.90	3.76	3.71	57	3.61	3.59	3.52	3.48
58	4.02	3.98	3.83	3.78	58	3.68	3.66	3.59	3.54
59	4.12	4.07	3.89	3.85	59	3.76	3.74	3.65	3.60
60	4.22	4.16	3.96	3.93	60	3.84	3.82	3.72	3.67
61	4.33	4.26	4.03	4.01	61	3.93	3.90	3.78	3.74
62	4.44	4.36	4.10	4.09	62	4.03	3.99	3.85	3.82
63	4.57	4.47	4.18	4.18	63	4.13	4.08	3.93	3.89
64	4.70	4.59	4.25	4.27	64	4.23	4.18	4.00	3.98
65	4.84	4.71	4.32	4.37	65	4.35	4.29	4.08	4.06
66	4.99	4.84	4.39	4.47	66	4.47	4.40	4.16	4.16
67	5.15	4.97	4.47	4.58	67	4.60	4.52	4.24	4.25
68	5.32	5.11	4.54	4.69	68	4.74	4.65	4.32	4.36
69	5.50	5.26	4.61	4.81	69	4.90	4.78	4.40	4.46
70	5.70	5.41	4.68	4.93	70	5.06	4.92	4.48	4.58
71	5.90	5.57	4.74	5.06	71	5.24	5.07	4.55	4.70
72	6.12	5.73	4.80	5.20	72	5.43	5.23	4.63	4.83
73	6.36	5.90	4.86	5.34	73	5.63	5.40	4.70	4.97
74	6.61	6.07	4.91	5.50	74	5.86	5.57	4.77	5.11
75	6.88	6.25	4.96	5.65	75	6.10	5.76	4.84	5.26
76	7.17	6.43	5.01	5.82	76	6.36	5.95	4.90	5.42
77	7.48	6.62	5.05	6.00	77	6.64	6.14	4.95	5.60
78	7.81	6.80	5.09	6.19	78	6.94	6.35	5.00	5.78
79	8.16	6.99	5.12	6.39	79	7.27	6.55	5.05	5.97
80	8.54	7.18	5.15	6.59	80	7.63	6.76	5.09	6.17
81	8.95	7.36	5.17	6.81	81	8.02	6.97	5.12	6.39
82	9.38	7.54	5.20	7.04	82	8.44	7.18	5.15	6.61
83	9.85	7.72	5.21	7.28	83	8.90	7.39	5.18	6.85
84	10.35	7.89	5.23	7.54	84	9.39	7.59	5.20	7.10
85 and over	10.89	8.05	5.24	7.80	85 and over	9.93	7.78	5.22	7.37

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 3.17	\$ 3.31	\$ 3.44	\$ 3.55	\$ 3.63	\$ 3.68	\$ 3.71
60	3.26	3.45	3.64	3.81	3.95	4.05	4.11
65	3.33	3.57	3.83	4.08	4.31	4.49	4.61
70	3.38	3.66	3.99	4.34	4.69	4.99	5.20
75	3.42	3.73	4.11	4.56	5.05	5.51	5.86
80	3.44	3.77	4.20	4.72	5.34	5.98	6.52
85 and over	3.45	3.80	4.25	4.83	5.55	6.35	7.08

See Section 7.7

Monthly payment rates are based on 2 1/2% interest, the Annuity 2000 Mortality Table with 125% of Projection Scale G. Mortality improvements are projected for 8 years plus the remaining life of the Annuitant.

WAIVER OF PREMIUM BENEFIT

1. THE BENEFIT

Disability Before Age 60. If total disability of the Insured starts on or before the policy anniversary nearest his 60th birthday, the Company will waive all premiums that come due on the policy as long as the total disability continues.

Disability After Age 60. If total disability of the Insured starts after the policy anniversary nearest his 60th birthday, the Company will waive those premiums that come due on the policy as long as the total disability continues, but only to the policy anniversary that is nearest his 65th birthday.

Premium Waived On An Annual Basis. Even if premiums have been paid more often than every 12 months, a premium waived on a policy anniversary will be an annual premium.

Refund Of Premium. The Company will refund that portion of a premium paid which applies to a period beyond the policy month in which the total disability began.

Premium For Benefit. The premium for this Benefit is shown on page 3.

2. TOTAL DISABILITY

Definition Of Total Disability. A total disability is one which prevents the Insured from engaging in an occupation. For the first 24 months of total disability, an occupation is the one that the Insured had at the time he became disabled. After 24 months, an occupation is one for which the Insured is qualified by education, training or experience. Due regard will be given to his vocation and earnings before he became disabled.

Disabilities Covered By This Benefit. Premiums are waived for total disability only if:

- the Insured becomes disabled while this Benefit is in force;
- the disability results from an accident or sickness; and
- the disability lasts for at least six months.

Presumptive Total Disability. Even if the Insured is able to work, he will be considered totally disabled if he incurs the total and irrecoverable loss of:

- sight of both eyes;
- use of both hands;
- use of both feet;
- use of one hand and one foot;
- speech; or
- hearing in both ears.

The loss must be the result of an accident that occurs, or from a sickness that first appears, while this Benefit is in force.

3. PROOF OF DISABILITY

Before any premium is waived, proof of total disability must be given to the Company within one year from the start of disability. However, the claim will not be affected if the proof is given as soon as reasonably possible.

4. PROOF THAT DISABILITY HAS CONTINUED

Proof that the total disability has continued may be required once a year. If the proof is not given when it is required, no more premiums will be waived. The Company will not require proof that the disability continues beyond the policy anniversary that is nearest the 65th birthday of the Insured.

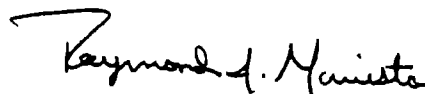
5. PAYMENT OF PREMIUM

A premium that comes due while the Insured is disabled, but before the Company has approved the claim, is payable and should be paid. A premium that is paid and later waived will be refunded. A premium that is not paid will be waived if the total disability began before the end of the grace period.

6. TERMINATION OF BENEFIT

This Benefit will terminate on the policy anniversary that is nearest the 65th birthday of the Insured, unless he has been totally disabled since the policy anniversary that is nearest his 60th birthday. It will terminate earlier:

- when the policy terminates.
- when the policy becomes extended term or paid-up insurance.
- when the Owner's written request is received at the Home Office.



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

It is recommended that you . . .

read your policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this policy.

IMPORTANT NOTICE CONCERNING STATEMENTS IN THE APPLICATION FOR YOUR INSURANCE

Please read the copy of the application attached in this policy. Omissions or misstatements in the application could cause an otherwise valid claim to be denied. Carefully check the application and write to the Company at 720 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202, within 10 days, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the application. The application is part of the policy and the policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

call your Northwestern Mutual agent for information -- particularly on a suggestion to terminate or exchange this policy for another policy or plan.

Election Of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

TERM LIFE POLICY

Participating

Insurance payable on death of Insured before Expiry Date. Convertible on or before the Final Conversion Date. Premiums are payable to the Expiry Date. The Expiry Date and Final Conversion Date are shown on page 3.

TT.TERM.L20.(0105)

FL

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy, subject to its terms and conditions. Signed at Milwaukee, Wisconsin on the Date of Issue.

RENEWABLE AFTER AGE 65

Between ages 65 and 75, this policy may be renewed on each policy anniversary on which the Insured continues to be employed on a full time basis.

Guaranteed Renewable -- This disability income policy is guaranteed renewable upon timely payment of premiums to the first policy anniversary after the Insured's 65th birthday and, during that period, can neither be cancelled nor have its terms, other than premiums, changed by the Company. Premiums may be changed by class.

John E. Schlipfle
Chief Executive Officer

Raymond J. Maristo
Secretary

IMPORTANT NOTICE CONCERNING STATEMENTS IN THE APPLICATION FOR YOUR INSURANCE

Please read the copy of the application attached in this policy. Carefully check the application and write to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, 720 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202, within 10 days, if any information shown on it is not correct and complete, or if any past medical history has been left out of the application. The application is a part of the policy and the policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

DISABILITY INCOME POLICY

Eligible For Annual Dividends.

Guaranteed Renewable to Age 65

Conditionally Renewable to Age 75

Premiums Subject to Change by Class

Right To Return Policy. Please read this policy carefully. The policy may be returned by the Owner for any reason within ten days after it was received. The policy may be returned to your agent or to the Home Office of the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. If returned, the policy will be considered void from the beginning and any premium paid will be refunded.

RR.GRDI.(0101).FL

**This policy provides no coverage;
it is terminated and no longer in-force.**

**This replica was prepared on
NOVEMBER 09, 2022**

Insured	Marcus Kirk	Age and Sex	35 Male
Policy Date	July 23, 2009	Policy Number	D1 804 690
Plan	Disability Income		

Exclusions--See Section 3.

RR.GRDI.(0101)

**This policy is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.
Read your policy carefully.**

GUIDE TO POLICY PROVISIONS

BENEFITS AND PREMIUMS

SECTION 1. GENERAL TERMS AND DEFINITIONS

Insured and Owner. Terms on schedule of Benefits and Premiums. Regular occupation. Total disability. Partial disability. Licensed Physician. Regular Care of a Licensed Physician. Consumer Price Index.

SECTION 2. BENEFITS

Disabilities covered by the policy. Full Benefit. Proportionate Benefit. How the Proportionate Benefit is determined. Transition Benefit. Transplant donor. Lifetime Benefit for Presumptive Total Disability. Waiver of Premium Benefit. Rehabilitation Benefit. Disability with multiple causes. Benefits for separate disabilities.

SECTION 3. EXCLUSIONS AND LIMITATIONS

Pre-existing conditions. Other exclusions. Limitation While the Insured is Outside the United States. Limitation for Mental Disorder and Substance Abuse or Dependency.

SECTION 4. CONDITIONAL RIGHT TO RENEW TOTAL DISABILITY COVERAGE TO AGE 75

SECTION 5. CLAIMS

Claim for policy benefits. Time of payment of claims. Payment of claims. Legal actions.

SECTION 6. OWNERSHIP

Policy rights. Transfer of ownership. Collateral assignment.

SECTION 7. PREMIUMS AND REINSTATEMENT

Premiums. Reinstatement.

SECTION 8. THE CONTRACT

Entire contract; changes. Time limit on certain defenses. Change of plan. Conversion to level premium disability insurance. Misstated age or sex. Conformity with state statutes. Dividends. Dates. Termination.

ADDITIONAL BENEFITS (if any)

APPLICATION

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BENEFITS AND PREMIUMS
Date of Issue - September 16, 2009

Plan and Additional Benefits	Full Benefit Per Month	Annual Premium	Premium Payable For
Disability Income	\$700	See Page 3A	30 Years
Social Insurance Substitute (SIS) Benefit	\$1,500	See Page 3A	30 Years
Deferred Disability Benefit		See Page 3A	30 Years

Future Increase Benefit
Effective until July 23, 2014 - Renewable

Premiums for this policy are subject to change by class. Renewal of coverage beyond age 65 may require an increase in the premium (see Section 4).

A premium is payable on July 23, 2009 and on every July 23 after that.

The first premium is \$875.57.

This policy is issued in a tobacco class for Occupation Class B.

Definition of Total Disability
Policy definition applies--see Section 1.4.

Beginning Date

Disability Income	91st day of disability in the first 180 days after the start of disability.
SIS Benefit	91st day of disability in the first 180 days after the start of disability.

Maximum Benefit Period

Disability Income	60 months of benefits or to July 23, 2039 if less, but not less than 24 months of benefits.
SIS Benefit	To the first policy anniversary (July 23, 2039) following the Insured's 65th birthday.

Owner Marcus Kirk, the Insured
State of Issue Florida

Insured Marcus Kirk	Age and Sex 35 Male
Policy Date July 23, 2009	Policy Number D1 804 690
Plan Disability Income	

Exclusions--See Section 3.

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SECTION 1. GENERAL TERMS AND DEFINITIONS

This policy provides benefits when the Insured is totally or partially disabled. Section 1 gives information about or the meaning of several terms that are used in the policy.

1.1 INSURED AND OWNER

The Insured and Owner are named on page 3.

1.2 TERMS ON SCHEDULE OF BENEFITS AND PREMIUMS

The schedule of Benefits and Premiums (page 3) has a number of important terms that are used in this policy. These terms are:

Full Benefit. This is the maximum amount of monthly income payable under this policy.

Beginning Date. This is the date on which benefits begin to accrue after the Insured becomes disabled. Benefits are not payable for the time the Insured is disabled before the Beginning Date. Days of disability due to different causes will be accumulated to satisfy the Beginning Date.

Maximum Benefit Period. This is the longest period of time that benefits are payable for disability. In determining the maximum length of time for which benefits are payable, periods of total and partial disability are added together.

1.3 REGULAR OCCUPATION

The words "regular occupation" mean the occupation of the Insured at the time the Insured becomes disabled. If the Insured is regularly engaged in more than one occupation, all of the occupations of the Insured at the time the disability starts will be combined together to be the "regular occupation." "Regular occupation" is not restricted to a specific company or industry.

1.4 TOTAL DISABILITY

The Insured is totally disabled when unable to perform the material and substantial duties of the regular occupation.

If the Insured can perform one or more of the material and substantial duties of the regular occupation, the Insured is not totally disabled; however, the Insured may qualify as partially disabled.

The Owner may have selected a different definition of total disability. The Schedule of Benefits and Premiums (page 3) indicates if a different definition applies. If a different definition does apply, refer to the Option for the definition of Total Disability.

1.5 PARTIAL DISABILITY

The Insured is partially disabled when:

- a. the Insured is unable:
 - to perform one or more of the material and substantial duties of the regular occupation; or
 - to spend as much time at the regular occupation as before the disability started;
- b. the Insured has at least a 20% Loss of Earned Income that is caused by the disability for which claim is made; and
- c. the Insured is gainfully employed in an occupation.

During a period of Partial Disability following the Beginning Date, the Proportionate Benefit may be payable. Until the Proportionate Benefit has been payable for six months, the Insured need not have a 20% Loss of Earned Income to be partially disabled if:

- the Insured is unable to perform one or more material and substantial duties which accounted for at least 20% of the time the Insured spent at the regular occupation before the disability started; or
- the Insured has at least a 20% loss of time spent at the regular occupation.

1.6 LICENSED PHYSICIAN

Licensed Physician means a physician, other than the Insured, who is acting within the scope of his or her license. If disability is due to a mental or nervous condition, Licensed Physician means psychiatrist or licensed doctoral level psychologist other than the Insured.

1.7 REGULAR CARE OF A LICENSED PHYSICIAN

Regular Care of a Licensed Physician means personal and in-person care and treatment by a Licensed Physician trained to treat the condition causing the disability. The care and treatment received by the Insured shall be in accordance with the medical standard of care appropriate to the condition causing the disability. The care and treatment shall be designed to lead to the Insured being able to return to the material and substantial duties of the regular occupation or gainful employment in any occupation.

If the Company determines that Regular Care of a Licensed Physician would be of no further use to

the Insured, the requirement of such care will be waived.

1.8 CONSUMER PRICE INDEX

A consumer price index is used to determine the Indexing Factor as described in section 2.4 of this policy. The consumer price index used in this policy is the Consumer Price Index for All Urban Consumers, United States City Average, All Items ("CPI-U"). The CPI-U is published by the Bureau of Labor Statistics. If the method for determining the CPI-U is changed, or if it is no longer published, it will be replaced by some other index found by the Company to serve the same purpose.

The "consumer price index for the year the disability started" is the CPI-U for the fourth month before the start of disability. The "consumer price index for the current year of disability" is the CPI-U for the fourth month before the most recent anniversary of the start of disability.

SECTION 2. BENEFITS

2.1 DISABILITIES COVERED BY THE POLICY

Benefits are provided for the Insured's total or partial disability only if:

- the Insured becomes disabled while this policy is in force;
- the Insured is under the Regular Care of a Licensed Physician during disability;
- the disability results from an accident that occurs or a sickness that first appears while this policy is in force; and
- the disability is not excluded under Section 3.

No benefits are provided for any period during which the Insured is not under the Regular Care of a Licensed Physician.

No reduction in benefits shall be put into effect because of an increase in Social Security disability benefits during a benefit period.

2.2 FULL BENEFIT

The Full Benefit is payable at the end of the month for each month of total disability between the Beginning Date and the end of the Maximum Benefit Period when the Insured is not gainfully employed in any occupation. When such disability lasts for a part of a month, 1/30th of the Full Benefit will be payable for each day of such disability. If the Full Benefit is not payable under the terms of this contract, the Proportionate Benefit may be payable.

2.3 PROPORTIONATE BENEFIT

If the Full Benefit is not payable, the Proportionate Benefit is payable at the end of the month for each month of disability between the Beginning Date and the end of the Maximum Benefit Period. When such disability lasts for a part of a month, 1/30th of the Proportionate Benefit will be payable for each day of such disability.

2.4 HOW THE PROPORTIONATE BENEFIT IS DETERMINED

The Proportionate Benefit is intended to compensate for a loss of earned income caused by the Insured's disability. The amount of each monthly benefit is the Full Benefit multiplied by Loss of Earned Income and divided by Base Earned Income. Thus, the Proportionate Benefit amount equals:

$$\text{Full Benefit X } \frac{\text{Loss of Earned Income}}{\text{Base Earned Income}}$$

However, if the Insured has at least an 80% Loss of Earned Income, the Proportionate Benefit amount will be 100% of the Full Benefit. In no event will the amount payable be more than 100% of the Full Benefit.

Choice of Benefit Amount for First Six Months.

For each of the first six months in which a Proportionate Benefit is payable, the Owner may choose:

- to receive 50% of the Full Benefit; or
- to receive a Benefit based on Loss of Earned Income.

The Owner may alternate between these two choices as to each of the six months. However, the Owner may not change the choice after the Benefit is paid for that month.

The Choice of Benefit Amount does not apply to a Transition Benefit payable under section 2.5.

Loss of Earned Income. This is:

- the Insured's Base Earned Income; less

- the Insured's Earned Income for the month for which the Benefit is claimed.

The Loss of Earned Income must be caused by the disability for which claim is made.

Earned Income. For an Insured who is an employee, Earned Income is:

- the sum of salary, bonuses and commissions paid to the Insured as reported for federal income tax (FIT) purposes; plus
- amounts earned by the Insured which would have resulted in current taxable employee compensation, but instead were contributed by the Insured to a benefit or retirement plan; less
- unreimbursed employee business expenses as reported by the Insured for FIT purposes.

For an Insured who is an owner of a sole proprietorship or a partnership interest, Earned Income is based on amounts as reported for FIT purposes on individual and business tax returns and is:

- the share of gross income from each business, earned by the Insured or others under the Insured's supervision or direction; less
- the Insured's share of normal and customary business expenses. (However, any form of compensation for the Insured's spouse is not deducted as an expense unless the spouse was a paid employee working at least 30 hours per week in the business during the 30 day period before the start of disability.)

For an Insured who is an owner-employee of a corporation or who has Earned Income from more than one source, Earned Income is calculated using all five items of Earned Income as described above.

For amounts in the current or recently ended tax year which have not yet been reported on FIT returns, the calculations above will be based on amounts that will be reported for FIT purposes. Earned Income is determined before the deduction of federal, state and local income taxes. Earned Income does not include forms of unearned income such as: benefits from disability coverage, from deferred compensation, or from retirement plans; dividends; interest; or annuity payments.

At the time a claim for a Proportionate Benefit begins, the Owner must choose:

- to have all items of Earned Income, as described above, credited to the period in which they are earned (accrual basis); or
- to have all items of Earned Income, as described above, credited to the period in which they are received (cash basis). However, income received during a period of disability for work performed prior to the start of the period of disability will not be included in income during the period of disability.

The accounting basis chosen by the Owner will be used to determine both Base Earned Income and Earned Income during a period of disability.

Base Earned Income. During the first 12 months of a disability, Base Earned Income is the average monthly Earned Income of the Insured for:

- a 12 consecutive month period during the 24 month period before the start of disability; or
- any two of the three calendar years before the start of disability.

The period which generates the highest average (and therefore the highest benefit amount) will be used.

After the first 12 months of a disability, Base Earned Income is the average monthly Earned Income of the Insured multiplied by an Indexing Factor. The Indexing Factor is:

- the consumer price index for the current year of disability; divided by
- the consumer price index for the year the disability started.

Thus, after 12 months of a disability, Base Earned Income equals:

$$\text{average monthly Earned Income} \times \frac{\text{consumer price index for the current year of disability}}{\text{consumer price index for the year disability started}}$$

In the event the Indexing Factor is less than one, a value of one will be used.

Annual Reconciliation. The Company has the right to conduct annual reconciliations to assess whether Earned Income during a period of disability is consistent with income tax returns. Benefit underpayments discovered as a result of the reconciliation process will be paid to the Owner. The Company has the right to recover benefit overpayments discovered as a result of the reconciliation process.

2.5 TRANSITION BENEFIT

If the Insured demonstrates a continued Loss of Earned Income, the Company will pay a Proportionate Benefit for up to the first 12 months after the Insured's recovery from a disability, provided:

- the Insured was disabled until the Beginning Date;
- the Insured has returned to continuous full-time employment;
- the Insured has at least a 20% Loss of Earned Income for the month for which the benefit is claimed; and
- the month for which the benefit is claimed is within the Maximum Benefit Period.

The amount of this Benefit will be determined under section 2.4. A Loss of Earned Income is used to determine the amount of Transition Benefit to the extent that it is caused by the disability from which the Insured has recovered.

A disability occurring while the Transition Benefit is payable is considered as a continuation of the previous disability.

This Benefit is payable for up to 12 months for each separate disability. For any month this Benefit is payable, premiums will be waived.

2.6 TRANSPLANT DONOR

If the Insured donates an organ for transplant to another person, a disability caused by the donation will be considered as caused by sickness.

2.7 LIFETIME BENEFIT FOR PRESUMPTIVE TOTAL DISABILITY

Even if the Insured is able to work, the Insured will be considered totally disabled if the Insured incurs the total and irrecoverable loss of:

- sight in both eyes;
- use of both hands;
- use of both feet;
- use of one hand and one foot;
- speech; or
- hearing in both ears.

The Full Benefit is payable for this loss provided: the loss occurs while this policy is in force; the loss occurs before the first policy anniversary that follows the 65th birthday of the Insured; the loss results from an accident or sickness; and the loss is not excluded under Section 3. The Insured does not need to be under the care of a physician.

The Full Benefit for the loss:

- is payable monthly;
- starts with the date of loss, not the Beginning Date;
- is payable for as long as the loss continues during the lifetime of the Insured; and
- is in lieu of other benefits payable for total or partial disability.

2.8 WAIVER OF PREMIUM BENEFIT

The Company will waive premiums which become due on this policy while the Insured is totally or partially disabled if the disability lasts for at least 90 days.

The Waiver of Premium Benefit is not limited by the Maximum Benefit Period but is subject to the Limitation While the Insured is Outside the United States (section 3.3) and the Limitation for Mental Disorder and Substance Abuse or Dependency (section 3.4).

If premiums are waived, the Company will also refund that portion of a premium paid which applies to a period of disability beyond the policy

month in which the disability began. If a premium is to be waived on a policy anniversary, an annual premium will be waived.

The Company will not waive the payment of premiums after the end of the disability (except where the waiver continues under section 2.5). The Owner may then keep the policy in force by resuming the payment of premiums as they become due.

2.9 REHABILITATION BENEFIT

At the Insured's request, the Company will consider joining in a program to rehabilitate the Insured. The Company's role in the program will be determined by written agreement with the Insured. Benefits will continue during the program under the terms of the agreement.

2.10 DISABILITY WITH MULTIPLE CAUSES

If the Insured is disabled from more than one cause, the amount and duration of benefits will not be more than that for any one of the causes.

2.11 BENEFITS FOR SEPARATE DISABILITIES

Each separate time the Insured is disabled, a new Beginning Date and Maximum Benefit Period start. A disability is considered a separate disability if:

- Full, Proportionate, or Transition Benefits were, but no longer are, payable for the earlier disability; and either
 - the cause of the later disability is not medically related to the cause of the earlier one, and the Insured had resumed on a full-time continuous basis the material and substantial duties of an occupation for at least 30 consecutive days; or
 - the cause of the later disability is related to the cause of the earlier one, and the later disability starts at least 12 months (or 6 months if this contract has a 24 month or 60 month Maximum Benefit Period) after Full, Proportionate, or Transition Benefits ceased being payable for the earlier one.

All other disabilities are considered to be a continuation of the prior disability.

SECTION 3. EXCLUSIONS AND LIMITATIONS

3.1 PRE-EXISTING CONDITIONS

There will be no benefits for a disability or loss that:

- results from an accident that occurred within two years before the Date of Issue; or
- results from a sickness that existed within two years before the Date of Issue

if the accident or sickness was not disclosed or was misrepresented in the application.

3.2 OTHER EXCLUSIONS

There will be no benefits for a disability or loss that results from or is caused by or contributed to by:

- an act or incident of war, declared or undeclared;
- the suspension, revocation or surrender of a professional or occupational license or certificate; or
- the commission of or attempt to commit a felony.

There will be no benefits for a disability or loss:

- for any period the Insured is incarcerated; or
- that is excluded from coverage by an Agreement for Limitation of Coverage.

3.3 LIMITATION WHILE THE INSURED IS OUTSIDE THE UNITED STATES

Benefits will not be provided for more than 6 monthly benefit periods in total for the life of the policy while the Insured is outside the United States.

3.4 LIMITATION FOR MENTAL DISORDER AND SUBSTANCE ABUSE OR DEPENDENCY

Benefits will not be provided for more than 24 monthly benefit periods in total for the life of the policy for all disabilities or losses primarily due to any mental disorder, or substance abuse or dependency. This limitation will not apply if, at the end of 24 months of benefits, the Insured is confined in a hospital and is continuously confined thereafter. For purposes of this limitation:

"Mental disorder" is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- psychosis, psychoneurosis, anxiety and depression; and
- behavioral, adjustment, emotional, personality and stress-related disorders.

"Substance abuse or dependency" includes drug abuse, alcohol abuse or chemical dependency.

"Hospital" means a legally operated facility identified as a hospital and providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. "Hospital" does not include rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational or rehabilitative care.

SECTION 4. CONDITIONAL RIGHT TO RENEW TOTAL DISABILITY COVERAGE TO AGE 75

On each policy anniversary between the Insured's 65th and 75th birthdays, the Owner may renew this policy for one year if:

- the Insured is not disabled;
- the Insured is actively and gainfully employed at least 30 hours per week; and
- premiums to renew this policy are paid.

This right to renew ends on the first policy anniversary on which the Insured is not so employed, or is disabled, or on which the Owner chooses not to renew the policy.

For a policy that is renewed, benefits are provided only for total disability. The total disability must be one:

- which occurs while this policy is in force; or
- which commences within 30 days of an accident which occurred while this policy was in force, provided the disability results from the accident.

The premium for each year of renewal will be based on the Insured's age and the Company's rates in use at the time of renewal.

SECTION 5. CLAIMS

5.1 CLAIM FOR POLICY BENEFITS

Notice of Claim. To start a claim for benefits, written notice of claim must be given to the Company within 60 days after the start of any loss covered by this policy. If the notice cannot be given within 60 days, it must be given as soon as reasonably possible. The notice should:

- give the Insured's name and policy number; and
- be sent to the Home Office or be given to an authorized agent of the Company. Mail sent to the Home Office should be addressed as follows:

The Northwestern Mutual Life Ins. Co.
Attn: Disability Benefits
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Proof of Loss. For a claim to be payable, the Company must be provided with satisfactory written proof of loss. This is information that the Company deems necessary to determine whether benefits are payable, and if so, the amount of the benefits. The proof of loss will include, for both before and after the disability started, information about the Insured's health, occupational duties, income (including income tax returns for the Insured and for businesses in which the Insured has or had

an interest), overhead expenses and disability benefits along with other information as may be required by the Company from time to time. The Company will also need to be provided information as described below under "Other Requirements."

Claim Forms. The Company will furnish claim forms for an initial written proof of loss within 15 days after receiving notice of claim. These forms will need to be completed by the Owner, the Insured and the Insured's physician. If these forms are not furnished within the 15 day period, this initial written proof of loss may be made without the use of the Company's forms.

The Company will furnish additional claim forms from time to time while a claim for monthly benefits continues.

Written Proof of Loss. Written proof of loss must be given to the Company within 90 days after the end of each monthly period for which benefits are claimed. If the proof is not given within the 90 days, the claim will not be affected if the proof is given as soon as reasonably possible. In any event, the proof required must be given no later than one year and 90 days after the end of each monthly period for which benefits are claimed unless the Owner was legally incapacitated.

Other Requirements.

- **Authorizations.** From time to time, the Company will furnish the Insured with authorizations to obtain and disclose information. These authorizations must be signed by the Insured without alterations and returned to the Company.
- **Medical Examination.** The Company may have the Insured examined by a health care practitioner.
- **Personal Interview.** The Company may require the Insured to submit to a personal interview.
- **Financial Examination.** The Company may examine the financial records of the Insured and/or the Owner and the financial records of all businesses, trusts, or other legal entities owned, operated or controlled by the Insured and/or the Owner.
- **Vocational Rehabilitation Assessment.** The Company may have the Insured evaluated by a vocational rehabilitation assessor.
- **Functional Capacities Evaluation.** The Company may require the Insured to submit to a functional capacities evaluation.

These requirements will be performed:

- at the Company's expense;
- by an examiner or interviewer of the Company's choice; and
- as often as is reasonably necessary in connection with a claim.

5.2 TIME OF PAYMENT OF CLAIMS

When the Company has received satisfactory proof of loss and other information as required by section 5.1 and the Company has determined that benefits are payable, the Company will pay benefits on a monthly basis.

5.3 PAYMENT OF CLAIMS

Benefits will be paid to the Owner or to the Owner's estate.

5.4 LEGAL ACTIONS

No legal action may be brought for benefits under this policy within 60 days after written proof of loss has been given. No legal action may be brought after the applicable statute of limitations has run from the time written proof is required to be given.

SECTION 6. OWNERSHIP

6.1 POLICY RIGHTS

All policy rights may be exercised by the Owner, or the Owner's successor or transferee.

6.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this policy. Written proof of transfer satisfactory to the Company must be received at its Home Office. The transfer will take effect as of the date it was signed. The Company may require that the policy be sent to its Home Office for endorsement to show the transfer.

6.3 COLLATERAL ASSIGNMENT

The Owner may assign this policy as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at its Home Office.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with section 6.2.

SECTION 7. PREMIUMS AND REINSTATEMENT

7.1 PREMIUMS

Payment. All premiums after the first are payable at the Home Office or to an authorized agent. A premium must be paid on or before its due date. A receipt signed by an officer of the Company will be furnished on request. Any increase in premium will not take effect less than 45 days after written notice of the increase has been provided by the Company.

Frequency. Premiums may be paid annually, semi-annually or quarterly at the published rates of the Company. A change in premium frequency will take effect on the Company's acceptance of the premium for the new frequency. Premiums may be paid on any other frequency approved by the Company.

Grace Period. A grace period of 31 days will be allowed for payment of a premium that is not paid on its due date. This policy will be in full force during this period.

The policy will terminate at the end of the grace period if the premium is not paid.

Premium Refund at Death. The Company will refund that portion of any premium paid for a period beyond the date of the Insured's death.

Premium Refund at Cancellation. The Owner may cancel this policy by giving written notice to the Company at the Home Office. The cancellation will take effect on the date of receipt at the Home Office or on a later date if specified in the notice. The Company will promptly refund the portion of the premium paid for the period beyond the date that the cancellation takes effect. Cancellation will be without prejudice to any claim originating before the effective date of cancellation.

7.2 REINSTATEMENT

Within Late Payment Period. The late payment period is the first 31 days after the grace period.

Within the late payment period, the policy will be reinstated as of the date the overdue premium is paid. No evidence of insurability will be required.

After the Late Payment Period. After the late payment period, the policy may be reinstated within 12 months from the effective date of the policy termination. The overdue premium must be paid to the Company. The Company will also require an application for reinstatement and evidence of insurability. The policy will be reinstated as of the date the overdue premium was paid to the Company if:

- the application is approved by the Company; or
- notice that the application has been disapproved is not given within 45 days from the date the Company receives the application.

The policy will be reinstated as of the date the Company accepts the overdue premium if the Company does not require an application.

Coverage. The reinstated policy will cover only a disability that results from an accident that occurs, or from a sickness that first appears, after the date of reinstatement. The Company may attach new provisions and limitations to the policy at the time of reinstatement. All other rights of the Owner and the Company will remain the same.

Duty With Armed Forces. If the policy terminates while the Insured is on active duty with the armed forces of any nation or group of nations, the policy may be reinstated without evidence of insurability. The policy will be reinstated as of the date a written request and the pro-rata premium for coverage until the next premium due date are received by the Company. The request must be received:

- no later than 90 days after the Insured's release from active duty; and
- no later than five years after the due date of the unpaid premium.

SECTION 8. THE CONTRACT

8.1 ENTIRE CONTRACT; CHANGES

This policy with the application and attached endorsements is the entire contract between the Owner and the Company. No change in this policy is valid unless approved by an officer of the Company. The Company may require that the policy be sent to it to be endorsed to show a change. No agent has authority to change the policy or to waive any of its provisions.

8.2 TIME LIMIT ON CERTAIN DEFENSES

After two years from the Date of Issue, only fraudulent misstatements in the application may be used to void the policy or deny any claim for loss incurred or liability starting after the two year period.

8.3 CHANGE OF PLAN

The Owner may change this policy to any plan of disability insurance agreed to by the Owner and the Company. The change will be subject to:

- payment of required costs; and
- compliance with other conditions required by the Company.

All premiums and dividends after the date of change will be the same as though the new plan had been in effect since the Policy Date.

8.4 CONVERSION TO LEVEL PREMIUM DISABILITY INSURANCE

The Owner may convert the Annually Renewable Premium (ARDI) coverage, if any, shown on page 3 to a level premium disability income insurance policy. The conversion may be done on or before the conversion date shown on page 3. No evidence of insurability will be required. Conversion is not available if the premiums are being waived for this policy.

A portion of the ARDI coverage may be converted, subject to conditions set by the Company.

The new policy will be in the form and have the same terms as policies being issued by the Company at the time of conversion. The terms available for the new policy will be based on the classification of risk of this policy. The new policy will have the following terms:

- the amount of the Full Benefit will be the amount of benefit converted;
- the Maximum Benefit Period will not be longer than the Maximum Benefit Period of this policy;
- the Beginning Date will be any Beginning Date offered at the time the new policy is purchased that is not earlier than the Beginning Date of this policy; and
- the new policy will be issued with additional benefits which are on the converted coverage and which are then available to new Insureds.

Limitations of Coverage. The new policy will include any Agreement for Limitation of Coverage that is a part of this policy.

Premium. The premium for the new policy is determined as of its date of issue by:

- the Company's premium rates then in effect in the state where the Insured then resides;
- the Insured's age on the policy date of the new policy;
- the plan and amount of insurance issued; and
- the classification of risk of this policy.

Cost of Conversion. The cost of conversion will be the first premium for the new policy less any dividend and premium credit for the benefit amount converted.

Effective Date. The new policy takes effect on the date the Company receives the application or the cost of conversion, whichever is later.

8.5 MISSTATED AGE OR SEX

If the age or sex of the Insured has been misstated, the benefits will be those which the premiums paid would have purchased at the correct age or sex.

8.6 CONFORMITY WITH STATE STATUTES

Any provisions of this policy which, on the Date of Issue, are in conflict with the statutes of the State of Issue on that Date are amended to conform to such statutes. The State of Issue is shown on page 3.

8.7 DIVIDENDS

This policy will receive its share, if any, of the divisible surplus of the Company. Divisible surplus is determined annually. This policy's share will be credited as an annual dividend.

Dividends will be:

- used to reduce premiums; or

- paid to the Owner when premiums are being waived.

8.8 DATES

Provided the first premium is paid, this policy will take effect on the Date of Issue at 12:01 a.m. Standard Time in the State of Issue. Policy months, years and anniversaries are computed from the Policy Date. Both dates are shown on page 3 of this policy.

8.9 TERMINATION

If premiums are paid when due, this policy will not terminate until the first policy anniversary following the 65th birthday of the Insured or, if later, when the right to renew the policy ends (see Section 4). However, if the Insured is disabled on the date determined above, the termination will not take effect until benefits are no longer payable due to that disability. The time of termination will be 11:59 p.m. Standard Time in the State of Issue on the date the policy terminates.

SOCIAL INSURANCE SUBSTITUTE (SIS) BENEFIT

The Company will increase the amount of the monthly income payable under the policy when disability benefits are not available from Social Security or State Disability Insurance plans, subject to the terms and conditions stated below.

Social Security Substitute Benefit. Any reference to the Social Security Substitute Benefit in the policy or in an additional benefit refers to this SIS Benefit.

1. DEFINITIONS

Social Security. The words "Social Security" mean the program established under the federal Social Security Act in its present form or as it may be amended or replaced in whole or in part.

State Disability Insurance. The words "State Disability Insurance" mean any program established as a result of any state law requiring or providing disability income insurance covering employees for non-occupational disabilities.

Social Insurance. The words "Social Insurance" refer to both Social Security and State Disability Insurance plans.

Member of Family. A member of the Insured's family is one who is entitled to Social Security benefits due to a relationship to the Insured.

2. THE BENEFIT

Between the Beginning Date and the end of the SIS Benefit Maximum Benefit Period, the Full Benefit will be increased by:

- a. 100% of the amount of the SIS Benefit when the Insured is not entitled to Social Security disability benefits or State Disability Insurance benefits; or
- b. 40% of the amount of the SIS Benefit when either:
 - the Insured, but no member of the Insured's family, is entitled to Social Security benefits based on the Insured's disability and the Insured does not qualify for State Disability Insurance benefits; or
 - the Insured qualifies for State Disability Insurance benefits and is not entitled to Social Security benefits.

This increase can occur only while the SIS Benefit is in force. The Full Benefit, as increased, will be used to determine the amount of all benefits payable under the policy.

The Full Benefit is not increased by the terms of the SIS Benefit:

- when the Insured qualifies for both Social Security disability and State Disability Insurance benefits; or
- when both the Insured and at least one member of the Insured's family are entitled to Social Security benefits based on the disability of the Insured; or
- when the Insured has elected to receive retirement benefits from Social Security.

The premium for and the amount of this Benefit are shown on page 3. The SIS Benefit Maximum Benefit Period is also shown on page 3.

The SIS Benefit is not convertible.

No Benefits After 65. In no event will the Full Benefit be increased by the terms of the SIS Benefit after the first policy anniversary that follows the 65th birthday of the Insured. At that time, the SIS Benefit will terminate.

3. PROOF OF SOCIAL INSURANCE BENEFITS

For the Full Benefit to be increased by the terms of the SIS Benefit, evidence as required by this section must be given to the Company. These requirements are in addition to those set out in the Claims Section of the policy.

Entitlement to Benefits. At the request of the Company, written proof must be given to the Company that the Insured is not entitled at that time to Social Insurance benefits based on the Insured's disability. The proof must show:

- that the Insured has applied for Social Insurance benefits based on the Insured's disability; and
- the decision made on that application by the administrator of the Social Insurance plan.

If the Insured's application is denied and the Insured appears to the Company to be entitled to Social Insurance benefits, the proof must show:

- that the Insured has asked for reconsideration of the decision; and
- if the decision is not changed, that the Insured has appealed the decision further.

The Company must also be given the Insured's written authorization to obtain information from the administrator of the Social Insurance plan about the Insured's claim.

Benefits Pending Decision On Social Insurance. Once the Insured has applied for Social Insurance benefits, the Full Benefit will be increased under the terms of the SIS Benefit:

- for six months; or
- until the Insured receives the decision on the Social Insurance application, if sooner.

The Company will continue the increases beyond six months if it is satisfied that the administrator of the Social Insurance plan has not made a decision on the Insured's claim for reasons which are beyond the Insured's control.

If Social Insurance benefits are received for a period for which increases have already been paid under the SIS Benefit, the Owner must reimburse the Company for those increases that would not have been paid under the SIS Benefit.

If increases have been stopped and Social Insurance benefits are later denied, the Company then will pay those increases that would have been paid under the SIS Benefit had they not been stopped.

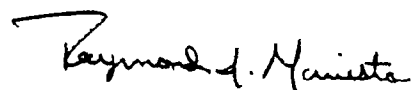
Change in Status. The Company must be notified at the time there is a change in the Insured's entitlement to Social Security benefits based on the status of the Insured's disability.

Proof as to Family Member. When a member of the Insured's family may be entitled to Social Security benefits based on the Insured's disability, the terms of this section as to the Insured also apply to that member.

4. TERMINATION

The SIS Benefit will terminate on the earliest of the following dates:

- the date of termination of this policy;
- the first policy anniversary that follows the 65th birthday of the Insured; or
- the date on which the Home Office receives the Owner's written request.



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

FUTURE INCREASE BENEFIT (FIB)

1. THE BENEFIT

The Company will annually index the Full Benefit on each policy anniversary to reflect increases in consumer price levels, subject to the terms and conditions in this Benefit. The increased coverage which results from the indexing will remain in effect for as long as the policy is in force and premiums are paid for the increased Full Benefit. Any benefit that is based on the amount of the Full Benefit will be increased in proportion to the increase in the Full Benefit.

Increases Deferred During Disability. Increases will not be made during a period for which premiums are waived. However, increases that would have been made during a period of disability but for the limitation in the prior sentence will take effect after premiums cease to be waived. The increases will be in effect for a separate disability suffered by the Insured (see Benefits for Separate Disabilities section of the policy). The period for which premiums are waived includes any period for which the Transition Benefit is payable.

2. PREMIUM INCREASE

The premium for this policy will increase on the same date as each increase in the Full Benefit takes effect. The amount of each premium increase will be based on the increase in the Full Benefit and the premium rates shown on page 3A.

When the Full Benefit is increased, the Company will provide an amendment to the schedule of Benefits and Premiums.

3. HOW AN INCREASED FULL BENEFIT IS DETERMINED

The Full Benefit for a policy year will be the Full Benefit for the prior policy year multiplied by the Indexing Factor. For purposes of determining the amount of the increase, the "Full Benefit" will be the sum of the disability income Full Benefit and any Social Insurance Substitute Full Benefit. The increase will be subject to a minimum and maximum described below. The Indexing Factor is:

- the consumer price index for the prior calendar year; divided by
- the consumer price index for the next prior calendar year.

Thus, the new Full Benefit equals:

$$\begin{array}{r} \text{prior year} \\ \text{Full Benefit} \end{array} \times \frac{\text{consumer price index} \\ \text{for the prior} \\ \text{calendar year}}{\text{consumer price index} \\ \text{for the next} \\ \text{prior calendar year}}$$

Minimum and Maximum Increase. The Full Benefit for a policy year will not be less than 100% of the Full Benefit for the prior policy year. The Full Benefit for a policy year will not be more than 106% of the Full Benefit for the prior policy year.

Consumer Price Index. The "consumer price index for the prior calendar year" is the Consumer Price Index for All Urban Consumers, United States City Average, All Items (CPI-U) for the month of September of the prior calendar year. The "consumer price index for the next prior calendar year" is the CPI-U for the month of September for the calendar year before the prior calendar year.

The CPI-U is published by the Bureau of Labor Statistics. If the method for determining the CPI-U is changed, or if it is no longer published, it will be replaced by some other index found by the Company to serve the same purpose.

4. WHEN INCREASES IN THE FULL BENEFIT OCCUR

Except for increases that are deferred during a period for which premiums are waived, an increase in the Full Benefit will occur on each policy anniversary if the Owner has the right to receive increases at that time. The right to receive increases starts on the first policy anniversary and continues until:

- the Owner refuses two increases; or
- the last date on which this Benefit is in effect, as stated on page 3, if earlier.

The Owner can refuse to accept an increase:

- by not paying the increased premium resulting from this Benefit; or
- by sending a written notice to the Home Office of the Company before the increase takes effect.

If increases have stopped due to two refusals of increases, or because the Insured did not meet the Company's financial underwriting standards when this Benefit was previously renewable, the Owner will regain the right to receive further increases starting on the earlier of:

- the date, if any, this Benefit may be renewed under Section 5 of this Benefit, provided the Insured meets the Company's financial underwriting standards that are then in effect and the renewal date is not later than the first policy anniversary following the 55th birthday of the Insured; or
- the first policy anniversary after the Insured meets all of the Company's standards of insurability that are then in effect. These standards include the Insured's health, activities, and occupation as well as his financial condition.

5. RENEWAL

Page 3 shows the last date on which this Benefit is in effect. However, if it is stated on page 3 that this Benefit is renewable, the Owner may renew this Benefit on that renewal date for subsequent six-year periods. In no event will the Benefit be in effect after the first policy anniversary after the 64th birthday of the Insured.

To renew this Benefit, the Insured must meet the Company's financial underwriting standards that are then in effect. These standards include:

- the Insured's earned and unearned income;
- the Insured's net worth;
- the amount and type of disability coverage that the Insured has or for which the Insured may be eligible after a qualifying period of employment; and
- the Company's issue limits.

Satisfactory evidence of insurability must be provided to the Company no more than 90 days and no less than 45 days before the anniversary on which this Benefit is to be renewed.

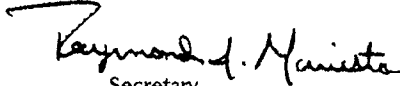
The renewal of this Benefit may be contested only for the same period following renewal and with the same conditions as provided in the Time Limit on Certain Defenses section of the policy with respect to contestability of the policy. For purposes of applying the Time Limit on Certain Defenses section, the policy anniversary on which this Benefit is renewed is considered the Date of Issue and the renewal form is considered the application.

Conditional Renewal Excluded. This Benefit will not be in force if the policy is in force under the Conditional Right to Renew Total Disability Coverage to Age 75.

6. TERMINATION

The Future Increase Benefit will terminate on the earliest of the following dates:

- the date the policy terminates;
- the date the Home Office receives the Owner's written request; or
- the first policy anniversary that follows the Insured's 64th birthday.


Secretary
THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY

DEFERRED DISABILITY BENEFIT

1. THE BENEFIT

For each month a benefit is payable under Section 2 of the policy, 10% of the amount otherwise payable will be deferred and paid into an annuity. In addition, the Company will contribute and pay into the annuity 5% of the amount otherwise payable. The "amount otherwise payable" is the amount payable under Section 2 of the policy, as increased by the terms of the Social Insurance Substitute Benefit, if attached, and any additional benefit that is provided under the terms of the Indexed Income Benefit, if attached.

The annuity will be a flexible premium annuity in the form then being issued by the Company for this Benefit. The annuity will be held in trust until the 66th birthday of the Insured or the date of the Insured's death if sooner.

If the Insured dies before the 66th birthday, the annuity will be terminated and the accumulation value of the annuity will be paid to the beneficiary designated by the Owner. If a beneficiary has not been designated, the accumulation value will be paid to the Owner.

If the Insured is living on the 66th birthday, the annuity will be transferred to the Owner.

Minimum Amount. If the accumulation value of the annuity on the date this Benefit terminates is less than \$3000, the Company may terminate the

annuity. If the annuity is terminated by the Company, the accumulation value will be paid to the Owner.

Owner. For purposes of this Benefit, the Owner is the Owner of this policy. If this policy has terminated prior to the 66th birthday of the Insured, the Owner is the person who was the Owner on the date the policy terminated.

Premium. The premium for this Benefit is shown on page 3.

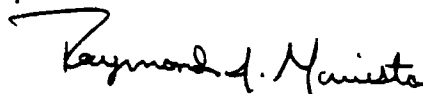
Conditional Renewal Excluded. This Benefit will not be in force if the policy is in force under the Conditional Right to Renew Total Disability Coverage to Age 75.

2. TERMINATION

This Benefit will terminate on the earliest of the following dates:

- the date the policy terminates;
- the date the Home Office receives the Owner's written request; or
- the first policy anniversary that follows the 65th birthday of the Insured.

The termination of this Benefit will not terminate an annuity issued under Section 1 of this Benefit, except as provided in the Minimum Amount paragraph.



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

It is recommended that you . . .

read your policy.

notify your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, WI 53202, (414) 271-1444 for any service you may require in connection with this policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this contract for another policy or plan.

Election Of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

DISABILITY INCOME POLICY

Eligible For Annual Dividends.

Guaranteed Renewable to Age 65

Conditionally Renewable to Age 75

Premiums Subject to Change by Class

RR.GRDI.(0101).FL

Countersigned by _____

Licensed Resident Agent