



**REVISION EFFECTIVE DATE:** July 1, 2023

**Eligibility:** All active benefit eligible employees of the Policyholder domiciled in the United States and their eligible dependents, including civil union partners and domestic partners as defined by the Benefits Advisory Committee.

Employee means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

Dependents of enrolled Employees may also be insured, provided the requirements for eligibility are met, Spouse/Domestic Partner or Children coverage is applied for, and the proper premium paid.

No eligible person may be covered more than once under this Policy. If they are covered as an Employee, they cannot also be covered as a dependent of another Employee.

**Effective Date of Individual Insurance:**

Each eligible person becomes an Insured Person on the later of:

- (a) Policy effective date; or
- (b) The date of hire. A completed enrollment form and payroll deduction authorization must be received by the Policyholder.

## **SCHEDULE**

**Policyholder:** State Board for Community Colleges and Occupational Education  
9101 East Lowry Boulevard  
Denver, CO 80230  
GMDC-BDQG

**Certificate holder (Insured):** As Specified on the Enrollment Form on File

**Certificate Number:** As Specified on the Enrollment Form on File

**Certificate Date:** July 1, 2017 or As Specified on the Enrollment Form on File, whichever is later.

**Amounts of Insurance:** The eligible person may select the Principal Sum for which they are to be insured.

<u>Minimum Principal Sum</u>	<u>Maximum Principal Sum</u>	<u>Increments</u>
\$10,000.00	\$500,000.00*	\$10,000.00

\*Principal Sum amounts over \$250,000.00 are subject to ten (10) times annual salary.

The Principal Sum Amount each Insured selects shall be the amount specified on the enrollment form on file with the Policyholder.

The eligible person may elect to purchase family coverage. If elected, the amount of Principal Sum for Dependents shall be as follows:

If there is both a spouse and one or more eligible children covered:

Spouse's Benefit	50% of Insured's Principal Sum
Each Child's Benefit	20% of Insured's Principal Sum

If there is a spouse but no eligible children covered:

Spouse's Benefit	60% of Insured's Principal Sum
------------------	--------------------------------

If there is no spouse but one or more eligible children covered:

Each Child's Benefit	25% of Insured's Principal Sum
----------------------	--------------------------------

Principal Sum Benefits for any Insured age 70 and over shall be payable in accordance with the following schedule:

Age 70 through 74	65% of the original Principal Sum Benefit Amount
Age 75 through 79	45% of the original Principal Sum Benefit Amount
Age 80 through 84	30% of the original Principal Sum Benefit Amount
Age 85 and over	15% of the original Principal Sum Benefit Amount

#### **Premiums:**

	<b>Monthly per \$1,000 Principal Sum</b>
Employee Only	\$0.022
Employee & Family	\$0.045

#### **Rider(s), if any**

#### **Benefit Amount(s), if any**

##### **Paralysis Benefit**

For Hemiplegia	<b>Rider 7293M</b>
For Paraplegia	50% of Principal Sum
For Quadriplegia	75% of Principal Sum
Loss Period	100% of Principal Sum
	Within 60 days after the accident and continuing for one year

##### **Seat Belt Usage Benefits**

Benefit Amount	<b>Rider 8472M</b>
Maximum Benefit Amount	10% of Insured's Principal Sum
	\$25,000.00

##### **Education Benefits Rider**

Dependent Child Benefit	<b>Rider 6801M</b>
Maximum Benefit	5% of the Insured's Principal Sum
Beneficiary Benefit	\$5,000.00 Annually per Child
	\$1,000.00

##### **Surviving Spouse Training Benefit**

Maximum Benefit	<b>Rider 8214M</b>
Loss Period	\$5,000.00
Beneficiary Benefit	54 Months
	\$1,000.00

##### **Day Care Benefit**

##### **Rider 2671M**

Dependent Child Benefit	5% of the Insured's Principal Sum
Maximum Benefit	\$5,000.00 per Child
Beneficiary Benefit	\$1,000.00

<b>Premium Waiver</b>	<b>Rider 0605M</b>
Benefit Period	12 Months

**The following riders are attached to and made a part of this certificate:**

Exposure and Disappearance Amendment Rider	3888M
Air Travel Coverage Amendment Rider	6798M
Conversion Privilege Rider	6806M
Beneficiary Designation Amendment Rider	9008M
Exceptions And Limitations Amendment Rider	0HR4M
Claim Review & Appeal Procedures	0KW5M
Certificate Adjustment Rider	1694M-NN

- Amend "Eligibility" and "Termination of Coverage" sections of Family Member Provisions
- Amend "Notice of Claim" section of Claims Provisions
- Addition of Beneficiary benefit in Education Benefit Rider 6801M
- Addition of Beneficiary benefit in Spouse Training Benefit Rider 8214M



3300 Mutual of Omaha Plaza | Omaha, NE 68175

This certificate is issued to the Insured (called "you" or "your") named in the attached Schedule under a Group Master Policy (called "the policy") issued by Mutual of Omaha (called "we", "us" or "our") to the Policyholder. The Policyholder is named in the Schedule.

Your application and premium put this certificate in force as of the Certificate Date. That date is shown in the Schedule.

#### **PLEASE READ**

Please read your certificate. If you are not satisfied, send it back within 15 days after you receive it. Any premium you paid will be refunded. That will mean coverage was never in force.

#### **RENEWAL AGREEMENT**

As long as the policy remains in force and you remain eligible, we will renew your certificate upon receipt of the premium. The premium must be paid on or before the date it is due or during the 31-day grace period that follows. This certificate stays in force during the grace period.

#### **PREMIUM CHANGE**

Other than for a change in coverage, your premium cannot be changed unless the same change is made on all certificates of the same Form issued to persons of the same class. We will give you at least 30 days' advance written notice.

#### **DEFINITIONS**

"Dependent" means a person eligible and insured in accord with the Family Member Provisions. Only those for whom a Principal Sum is shown in the Schedule will be insured, even though this certificate refers to others.

"Injuries" means accidental bodily injuries received while insured under this certificate. They must result in covered loss independently of sickness and other causes.

"Principal Sum" means a benefit amount payable for certain covered losses. The Principal Sum applicable to you or a dependent is shown in the Schedule.

#### **EXCEPTIONS AND LIMITATIONS**

This certificate does not cover:

- (a) suicide or any attempt thereat while sane or insane;
- (b) loss caused by act of declared or undeclared war;
- (c) injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- (d) injuries received while traveling by air (except as provided under the Air Travel Coverage section);
- (e) injuries received because the insured person was under the influence of any controlled substance unless administered on the advice of a physician;
- (f) injuries received because the insured person was intoxicated.

---

#### **Certificate of Accident Insurance**

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT.**

**If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.**

## BENEFITS FOR SPECIFIC LOSS

When you or a dependent suffers any of the following specific losses because of injuries within 12 months from the date of the accident, we will pay for loss of:

Life .....	Principal Sum
Both Hands or Both Feet or Both Eyes .....	Principal Sum
One Hand and One Foot .....	Principal Sum
One Hand and One Eye or One Foot and One Eye .....	Principal Sum
Speech and Hearing .....	Principal Sum
One Hand or One Foot or One Eye .....	One-half Principal Sum
Speech or Hearing .....	One-half Principal Sum
Thumb and Index Finger of Same Hand .....	One-quarter Principal Sum

Loss of hand or hands, or foot or feet, means actual severance at or above the wrist joint or ankle joint, respectively. Loss of eye or eyes, speech or hearing, means the total, uncorrectable and irrecoverable loss of the entire sight, speech or hearing, respectively.

In the event you or a dependent suffers more than one of the above losses as a result of the same accident, only one of the amounts specified (the largest applicable) will be paid for all such losses. The amounts for loss of: (a) two limbs; (b) two eyes; and (c) one limb and one eye will be payable only when such double loss occurs as the result of the same accident.

## AIR TRAVEL COVERAGE

You or a dependent is covered for injuries received while traveling as a passenger (not as a pilot or member of a crew) and getting on or off:

- (a) any licensed U.S. civil aircraft or its foreign equivalent:
  - (1) operated by a person holding a valid and in-force pilot certificate (other than a student certificate) of a rating authorizing him or her to operate it;
  - (2) where the primary purpose of the flight is transporting passengers or passengers and cargo;
- (b) any transport-type, multiengine fixed-wing aircraft operated by:
  - (1) the Military Airlift Command (MAC) of the United States;
  - (2) the Department of National Defence (Canada);
  - (3) the Royal Air Force Air Transport Command of Great Britain; or
- (c) any aircraft of the United States Department of Defense, other than a single-engine jet:
  - (1) operated by a pilot with proper authorization;
  - (2) where the primary purpose of the flight is transporting passengers or passengers and cargo.

## FAMILY MEMBER PROVISIONS

1. **Eligibility:** Coverage is provided for your eligible family members only if you apply for coverage for them and pay the required premium. Family members eligible for coverage include your lawful spouse and dependent, unmarried children of yours and/or your spouse who are under age 19 years (23 years if enrolled as a full-time student in an accredited college or university). Your eligible children shall include any legally adopted children and foster children provided they are dependent on you for support and maintenance. Family members eligible but not covered on the Certificate Date may be covered upon acceptance, by us, of your written application and payment of any required additional premium.

2. **Newborn Children:** Any child of yours and/or your spouse born while this certificate is in force will be included automatically as a covered dependent child under this certificate until the first day of the second month following birth. Coverage for such newborn child will continue in effect thereafter, without evidence of insurability, if dependent child coverage is in effect or upon receipt by us of your written request for dependent child coverage and payment of the required additional premium prior to the end of the automatic coverage period. Coverage will be subject to all provisions of this certificate applicable to dependent child coverage.

3. **Termination of Coverage:** Coverage for each dependent child will terminate on the renewal date following his or her 19th birthday (23rd birthday if enrolled as a full-time student at an accredited college or university) or marriage, whichever is first.

If a dependent child, on the termination date, is incapable of self-sustaining employment by reason of mental retardation or physical handicap and is dependent upon you for support and maintenance and if satisfactory proof of incapacity is submitted to us within 31 days of termination, the coverage for such child shall continue while this certificate is in force and so long as such incapacity continues and the applicable premium is paid.

You should notify us in writing when or if an insured spouse and/or your last child is no longer eligible for coverage. If we accept a premium for spouse or child after we get your written notice, the insurance for them will continue until the end of the period for which the premium is paid. If you do not give us notice, we will refund the premium we accept for family members coverage after they are no longer eligible.

### CLAIMS PROVISIONS

**Notice of Claim:** You must give us written notice of claim within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the notice or have someone do it for you. The notice should give your name and certificate number as shown on the Schedule. Notice should be mailed to us at Omaha, Nebraska, or to any of our agents.

**Claim Forms:** When we receive your notice, we will send you forms for filing proof of loss. If we do not send them within 15 days, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

**Proof of Loss:** For a loss for which this certificate provides periodic payment, you must give us written proof of loss within 90 days after the end of the period for which we are liable. For other losses, written proof must be given within 90 days after the date of the loss. If you cannot give us proof within the time required, it may be given as soon as is reasonably possible. It must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Payment of Claims:** If your certificate provides loss of time coverage, we will make periodic payment for loss of time for which benefits accrue during a period of more than one month. Subject to written proof of loss, all accrued benefits for such loss of time will be paid at the end of each month. Any balance unpaid when our liability for such loss of time ends will be paid as soon as we receive proof of loss. All other benefits will be paid as soon as we receive proof of loss.

All benefits will be paid to you, your beneficiary or your estate.

Benefits for loss of life will be paid to your beneficiary (your estate if no beneficiary is named). Other benefits unpaid at your death will be paid, at our option, to your estate or your beneficiary.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000.00 to any relative of yours who we find entitled to the payment. Payment made in good faith shall fully discharge us to the extent of the payment.

### GENERAL PROVISIONS

**Term of Coverage:** Your coverage starts on the Certificate Date at 12:01 a.m., Standard Time where the main office of the Policyholder is located. It ends at 12:01 a.m., the same Standard Time, on the first certificate renewal date. Each time your certificate is renewed, the new term begins when the old term ends.

**Premiums and Payment of Premiums:** The premiums for the coverage provided under this certificate are shown in the Schedule. The first premium for each person who is to be insured is due with the person's application. A renewal premium must be paid before the end of the preceding term of insurance. All premiums and applications will be submitted to us, or to our authorized agent.

**Grace Period:** Your premium must be paid on or before the date it is due or during the 31-day grace period that follows. This certificate stays in force during your grace period. You always have your grace period unless we write and tell you it does not apply.

**Reinstatement:** Your certificate will lapse if you do not pay the premium before the end of the grace period. Your insurance will be reinstated if we accept a premium after this certificate has lapsed. The reinstated certificate only covers loss due to an injury that is received after the date of reinstatement.

**Other Insurance with Us:** A person may be insured under only one certificate of this Form at any one time. If a person is insured under more than one, the certificate holder may select the one that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. We will return all premiums paid (less claims paid) for certificates that do not remain in effect.

**Termination:** Unless otherwise shown in the Schedule or attached rider(s), your insurance will end on the first of the following dates:

- (a) The date you cease to be eligible;
- (b) The date any premium is due and unpaid, subject to the grace period; or
- (c) The date the policy terminates.

**Change:** Any change in coverage will become effective on the renewal date of this certificate which next follows acceptance of the change by you and us.

If there is a change in the amount or type of benefits provided to you under this certificate, such change shall apply only to loss due to an injury that is received on or after the effective date of change.

**Change of Beneficiary; Assignment:** Only you have the right to change the beneficiary. This right is yours unless you make a beneficiary designation that may not be changed. Consent of the beneficiary is not required to make any change in this certificate. Also, no such consent is required for surrender or assignment of this certificate.

**Physical Examinations and Autopsy:** We, at our expense, may have a covered person examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done (at our expense) where it is not forbidden by law.

**Legal Actions:** You can't bring a legal action to recover under your certificate for at least 60 days after you have given us written proof of loss. You can't start such an action more than three years after the date proof of loss is required.

**Conformity with State Statutes:** The provisions of this certificate must conform with the laws of the state in which the Master Policy is issued. If any do not, they are hereby amended to conform.

MUTUAL OF OMAHA INSURANCE COMPANY



Corporate Secretary



## HEMIPLEGIA, PARAPLEGIA AND QUADRIPLÉGIA BENEFITS RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown)

### DEFINITIONS

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate". In addition, the following definitions apply to this rider.

"Hemiplegia" means complete loss of function of one side of the body with involvement of the arm and leg.

"Paraplegia" means complete loss of function of the lower extremities of the body with involvement of both legs.

"Quadriplegia" means complete loss of function of both the upper and lower extremities of the body with involvement of both arms and both legs.

### BENEFITS

When you or a dependent suffers injuries which result in hemiplegia, paraplegia or quadriplegia commencing within 60 days after the accident and continuing for one year, we will pay benefits as follows:

For hemiplegia ..... One-half Principal Sum

For paraplegia ..... Three-quarters Principal Sum

For quadriplegia ..... Principal Sum

Only one of the amounts (the largest applicable) named above or in the Benefits For Specific Loss provision of the certificate will be paid for injuries resulting from one accident.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

### SEAT BELT USAGE BENEFITS RIDER

This rider is made a part of the policy or certificate to which it is attached and is subject to all provisions of the policy or certificate which are not in conflict with the provisions of this rider.

Rider Date (same as the Policy Date or the Certificate Date if no date is shown)

Rider Premium (included in the premium shown in the policy or certificate if no amount is shown)

### DEFINITIONS

"Injuries", as used in this rider, means accidental bodily injuries which are received by the Insured or a covered dependent while insured under this rider and which result in loss of life independently of sickness and all other causes.

"Seat Belt" means any factory-installed passive restraint device or any child passive restraint device which meets published federal safety standards.

### BENEFITS

When the Insured or a covered dependent receives injuries covered by the policy which result in loss of life, the Company will pay the lesser of 10% of the applicable Principal Sum or \$25,000; if at the time of the accident the Insured or covered dependent was: (a) the operator of or a passenger in a private passenger automobile; and (b) utilizing a seat belt. Seat belt usage must be verified by a doctor, a coroner or a traffic officer, or other person of competent authority. This benefit will be payable in addition to any benefits otherwise payable under the policy.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



### EDUCATION BENEFITS RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown)

### DEFINITIONS

The definitions in the certificate apply to this rider. In applying them, the word "rider" is substituted for the word "certificate".

### BENEFIT

If a dependent child is enrolled in and attending either the 12th grade or an accredited college or university on the date of a covered accident which results in your death, we will pay benefits in the amount of 5% of the Principal Sum then applicable to you for each year of full-time uninterrupted college or university attendance subsequently completed by the child, subject to the following:

- (a) Benefits may not exceed \$5,000 annually nor a maximum of four annual payments.
- (b) Benefits are payable only for each of the four consecutive years next following the date the dependent child graduated from the 12th grade.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

## **SURVIVING SPOUSE TRAINING BENEFITS RIDER**

This rider is made a part of the certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All certificate provisions not in conflict with this rider apply to this rider.

### **DEFINITIONS**

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate". In addition, the following definition applies to this rider.

"Licensed Professional or Trade School Training Program" means a certificate or degree program of a professional or trade school.

### **BENEFITS**

If an Insured who has family coverage suffers loss of life in a covered accident, we will pay the surviving spouse within 54 months following the date of the accident, the expense incurred by the spouse not to exceed \$5,000. This benefit is payable for any licensed professional or trade school training program provided the spouse has:

- (a) enrolled for the purpose of obtaining an independent source of support and maintenance;
- (b) successfully completed the program; and
- (c) received a certificate or degree upon completion.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



## DAY-CARE BENEFITS RIDER

This rider is made a part of the policy or certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy or certificate provisions not in conflict with this rider apply to this rider.

Rider Date (same as the Policy Date or Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown)

Dependent Child Benefit: 5% of the Insured's Principal Sum

Maximum Dependent Child Benefit: \$5,000.00 per Child

Beneficiary Benefit: \$1,000.00

## DEFINITIONS

The definitions in the policy or certificate apply to this rider. In applying them the word "rider" replaces the word "policy" or "certificate".

### PART A.

#### DEPENDENT CHILD BENEFIT

If your injuries result in payment of the Principal Sum, each dependent child who is covered under the policy on the date of your injuries is entitled to the Dependent Child Benefit if that child is enrolled in an accredited day-care facility. If not already enrolled, this benefit will be payable if the child is enrolled within 90 days after the date of your injuries.

Benefits will be paid to that child's legal representative.

### PART B.

#### BENEFICIARY BENEFIT

If no dependent child insured under the policy qualifies for the Dependent Child Benefit in Part A, we will pay the Beneficiary Benefit to your designated beneficiary.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

### PREMIUM WAIVER RIDER

This rider is made a part of the policy or certificate to which it is attached. It is subject to all provisions of the policy or certificate which are not in conflict with this rider.

Rider Date (same as the Policy or Certificate Date if no date is shown)

Rider Premium (included in the premium shown in the policy or certificate if no amount is shown)

The policy or certificate is amended by adding the following to the General Provision called Dependent Insurance.

If the Insured, due to a covered injury, suffers loss of life, the insurance of any dependent insured hereunder will continue without premium payment until whichever of the following occurs first:

- (a) The date the spouse remarries;
- (b) The date the insurance terminates;
- (c) The date an unmarried dependent child ceases to be eligible due to age or marriage; or
- (d) The date the Benefit Period ends. The Benefit Period is shown below.

Benefit Period: 12 Months beginning on the date of the Insured's death.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

#### AMENDMENT RIDER

This rider is made a part of the policy or certificate to which it is attached and is subject to all provisions of such policy or such certificate that are not in conflict with the provisions of this rider.

Rider Date: For the policy (same as Policy Date if no date is shown)  
For certificates (same as Certificate Date if no date is shown)

The following provision is hereby made a part of the policy:

#### EXPOSURE AND DISAPPEARANCE

If, while insured under the policy, an Insured or a dependent is unavoidably exposed to the elements because of a covered accident which results in the disappearance, sinking or damaging of a conveyance on which the Insured or dependent is covered by the policy and in which the Insured or dependent was riding, and if as a result of such exposure the Insured or dependent suffers a loss for which benefits are otherwise payable hereunder, such loss will be covered under the policy.

If, while insured under the policy, an Insured or dependent disappears because of a covered accident resulting in the sinking or disappearance of a conveyance on which the Insured or dependent is covered by the policy and in which the Insured or dependent was riding, and if the body of the Insured or dependent has not been found within 52 weeks after the date of such accident, it will be presumed, subject to no evidence to the contrary, that the Insured or dependent suffered loss of life as a result of injuries covered by the policy.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

### **AIR TRAVEL COVERAGE AMENDMENT RIDER**

This rider is made a part of the policy/certificate to which it is attached. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

### **DEFINITIONS**

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate".

### **AMENDMENT**

Benefits are not payable under the policy/certificate for injuries received by you or a dependent on or after the Rider Date while traveling in any aircraft which is owned or leased by: (a) the Policyholder, subsidiary or affiliate of the Policyholder; or (b) a director, officer or employee of the Policyholder, subsidiary or affiliate of the Policyholder.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

### CONVERSION PRIVILEGE RIDER

This rider is made a part of the policy/certificate to which it is attached. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as Policy Date if no date is shown)

For certificates (same as Certificate Date if no date is shown)

Conversion coverage is available to you and a dependent in the event the insurance provided by the certificate should end because your eligibility ends. You must send us a written application for conversion coverage and the initial premium within 31 days after your coverage under the policy ends. The conversion coverage will be issued in accord with: (a) our rules; and (b) the conversion law in effect when application is made.

The effective date of the conversion coverage is: (a) the date the insurance provided by the certificate ends; or (b) the date we receive your application for the conversion coverage, whichever is later.

The conversion coverage: (a) shall provide indemnity for specific loss in an amount not to exceed the Principal Sum applicable to you or a dependent under the certificate; and (b) may be substantially different from the certificate.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

## BENEFICIARY DESIGNATION AMENDMENT RIDER

This rider applies only to the class or classes of Insureds specified in the Plan of Insurance.

This rider is made a part of the policy or certificate to which it is attached and is subject to all of the terms of the policy or certificate which are not in conflict with this rider.

Rider Date (same as the Policy Date or Certificate Date if no date is shown)

### **PART A. DEFINITIONS**

The definitions in the policy, certificate, Insuring Provision(s) and Benefit Provision(s) apply to this rider.

### **PART B. AMENDMENT**

The General Provision captioned Payment of Claims is hereby deleted in its entirety and the following is substituted.

**Payment of Claims:** Indemnity for loss of life will be payable in accord with the beneficiary designation made in writing by the Insured and on file with the Company. In the absence of such beneficiary designation, or in the event the designated beneficiary predeceases the Insured, indemnity for loss of life will be paid to the first of the following surviving beneficiaries: the Insured's: (a) lawful spouse; (b) child or children, jointly; (c) parents, jointly if both are living, or the surviving parent if only one survives; (d) brothers and sisters, jointly; (e) estate. Any other accrued indemnities unpaid at the Insured's death may, at Our option, be paid either to the Insured's beneficiary or to his or her estate. All other indemnities will be payable to the Insured.

### **PART C. EXCLUSIONS AND LIMITATIONS**

This rider is subject to the Exclusions and Limitations of the Insuring Provision(s) and Benefit Provision(s) applicable to the Insured.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



---

### EXCEPTIONS AND LIMITATIONS AMENDMENT RIDER

This rider is made a part of your policy or certificate to which it is attached. It is subject to all parts of your policy or certificate not in conflict with this rider.

Rider Date (October 22, 1999, or the Policy Date or Certificate Date, whichever is later)

### AMENDMENT

If your policy or certificate contains any exception or limitation for suicide or intentionally self-inflicted injury they are deleted and replaced with the following:

- (a) expense or loss for suicide while sane; or
- (b) expense or loss for intentionally self-inflicted injury while sane.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary

## **CLAIM REVIEW AND APPEAL PROCEDURES**

**(As Federally Mandated)**

For the employer-employee accidental death and/or dismemberment policy under which you are insured, this provision is effective the later of:

- (a) the effective date of the Policy; or
- (b) the date required by Federal law.

### **Definitions**

Capitalized terms have the same meaning as shown in the Policy.

For the purposes of this provision the following term has the following meaning:

Adverse Benefit Determination means a denial, reduction or termination of, or a failure to provide or to make payment (in whole or in part) for a benefit, including any such denial, reduction, termination of, or failure to provide or make payment (in whole or in part) that is based upon the Insured Person's ineligibility for insurance under the Policy.

### **Claim Review Procedures**

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. Please refer to the Payment of Claims provision of the Policy.

In the event an extension is necessary due to matters beyond Our control, We will notify the person submitting the claim of the extension and the circumstances requiring the extension. Extensions are limited as set forth below.

If an extension is necessary due to failure to submit complete information, We will notify the person submitting the claim of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below.

We may contact the person submitting the claim at any time for additional details about the processing of the claim.

### **Claim Review Decisions**

- (a) Initial review: We will notify the person submitting the claim of Our claim decision within 45 days after Our receipt of the claim, unless additional information is requested as set forth below;
- (b) Extension period: 30 days; and
- (c) Maximum number of extensions: two.

If additional information is needed, We will notify the person submitting the claim within 30 days of Our receipt of the claim. Once Our request for additional information is received, the person submitting the claim will have 45 days to submit the additional information to Us. We will have a total of 105 days (which includes an additional 30-day extension, if necessary, due to circumstances beyond Our control) to process the claim. If We do not receive the additional information within the specified time period, We will make Our determination based on the available information.

### **Claim Denials**

If a claim is denied or partially denied, the person submitting the claim will receive a written or electronic notice of the denial which will include:

- (a) the specific reason(s) for the denial;
- (b) reference to the specific Policy provisions on which the denial is based;
- (c) if applicable, a description of any additional material or information necessary to complete the claim and the reason We need the material or information;
- (d) a description of the appeal procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- (e) any other information which may be required under state or federal laws and regulations.

### **Opportunity To Request An Appeal**

The person submitting the claim may appeal Our claim review decision in accordance with this Claim Review and Appeal Procedures provision. As part of the appeal, We will perform a full and fair review of the decision.

The request for an appeal can be written, electronically or orally submitted to Us and should include any additional information that the person submitting the claim believes may have been omitted from Our review that should be considered by Us.

The request for an appeal should include:

- (a) the name of the person for whom the claim has been submitted;
- (b) the name of the person filing the appeal;
- (c) the policy number; and
- (d) the nature of the appeal.

We will establish and maintain procedures for hearing, researching, recording and resolving any appeal. The notification of Our claim review decision will include instructions on how and where to submit an appeal.

The person submitting the claim will:

- (a) have 180 days from receipt of notification to submit a request for an appeal;
- (b) be provided the opportunity to submit written comments, documents, records and other information relating to the claim; and
- (c) be provided, upon request and free of charge, reasonable access to and copies of documents, records and other information relevant to the claim.

In reviewing the appeal We will consider all comments, documents, records and other information submitted by the person submitting the claim relating to the claim, without regard to whether such information was submitted or considered in the claim decision.

Request for an appeal authorizes Us, or anyone designated by Us, to review records relevant to the claim.

### **Our Response To An Appeal**

Once We receive a request for an appeal, We will respond within 45 days, unless additional information is requested. If additional information is requested, the following extensions apply:

- (a) extension period: 45 days; and
- (b) maximum number of extensions: one.

We will have a total of 90 days to process the appeal.

When We make Our decision, the person submitting the claim will be provided with:

- (a) information regarding Our decision; and
- (b) information regarding other internal or external appeal or dispute resolution alternatives, if available, including any required state mandated appeal rights.



## CERTIFICATE ADJUSTMENT RIDER

This rider is made a part of the certificate to which it is attached and is subject to all provisions of the certificate which are not in conflict with the provisions of this rider.

The effective date of this rider is the Certificate Date.

The certificate to which this rider is attached is hereby amended as follows:

- Within the section of the certificate entitled **“FAMILY MEMBER PROVISIONS,”** item 1 entitled **“Eligibility”** is amended to read as follows:  
“Coverage is provided for your eligible family members only if you apply for coverage for them and pay the required premium. Family members eligible include your lawful spouse and an employee's unmarried child(ren) who are financially dependent upon the employee for more than half of his/her own support and maintenance (a) until the end of the month of their 25th birthday or (b) of any age who are medically certified by a physician as disabled...”
- Within the section of the certificate entitled **“FAMILY MEMBER PROVISIONS,”** item 3 entitled **“Termination of Coverage”** is deleted in its entirety and replaced by the following:  
“Coverage for each dependent child will terminate at the end of the month of his or her 25th birthday or marriage, whichever is first.”
- Within the section of the certificate entitled **“CLAIMS PROVISIONS,”** the first sentence of the sub-section entitled **“Notice of Claim”** is amended to read as follows:  
“You must give us written notice of claim within **90 days** after a loss occurs or starts, or as soon as is reasonable possible.”
- Within rider **6801M** entitled **“EDUCATION BENEFITS RIDER,”** the following paragraph is added to the **“BENEFITS”** section:  
“If, on the date of such covered accident, Dependent Children are insured under the Policy or certificate but none qualify for Education Benefits, **a benefit of \$1,000.00** is payable to your designated beneficiary.”
- Within rider **8214M** entitled **“SURVIVING SPOUSE TRAINING BENEFITS RIDER,”** the following paragraph is added to the **“BENEFITS”** section:  
“If the surviving spouse does not qualify for Training Benefits, **a benefit of \$1,000.00** is payable to your designated beneficiary.”

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary