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**GROUP ACCIDENTAL  
DEATH AND DISMEMBERMENT  
INSURANCE BENEFITS**

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**State of Michigan**

**Effective August 23, 2008**

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## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward Your completed claim form to:

Mutual of Omaha Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

## **CLAIM ASSISTANCE**

If You need assistance with filing Your claim or an explanation of how Your claim was paid, contact:

Mutual of Omaha Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
1-800-283-9591

## **ADDITIONAL INFORMATION**

If any questions or problems arise regarding Your insurance, You may contact the Company at:

1-800-283-9591

When contacting the Company please have Your policy number available. Your policy number is GMAD-AAXP.

# GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SUMMARY OF COVERAGE



State of Michigan  
GMAD-AAXP  
Effective: August 23, 2008  
All eligible active full-time and part-time employees

**This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of the Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of the Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control.**

**This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.**

<b>BENEFITS</b>	
<b>Guarantee Issue</b>	Subject to any age reductions, all amounts of insurance applied for do not require medical questions or evidence of good health.
<b>Accidental Death and Dismemberment Benefits For You</b>	You can be insured for a Principal Sum of \$15,000, \$30,000, \$60,000, \$120,000, \$240,000 or \$300,000. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions.
<b>Your Benefit Reductions</b>	Accidental Death and Dismemberment Benefits will reduce to: <ul style="list-style-type: none"> <li>• 65% at age 70</li> <li>• 45% at age 75</li> <li>• 30% at age 80</li> <li>• 15% at age 85</li> </ul> If You are age 70 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age.
<b>Accidental Death and Dismemberment Benefits For Your For Dependent Spouse</b>	Your lawful spouse can be insured for a Principal Sum of \$15,000, \$30,000, \$60,000, \$120,000, \$240,000 or \$300,000. In no event shall the Dependent Spouse Principal Sum exceed 100% of Your Principal Sum. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions.

<b>Your Dependent Spouse's Benefit Reductions</b>	<p>Accidental Death and Dismemberment Benefits will reduce to:</p> <ul style="list-style-type: none"> <li>• 65% at age 70</li> <li>• 45% at age 75</li> <li>• 30% at age 80</li> <li>• 15% at age 85</li> </ul> <p>If Your spouse is age 70 or older on the day Your spouse becomes insured under the Policy, the reduction will be made in accord with Your spouse's attained age.</p>
<b>Accidental Death and Dismemberment Benefits For Your Dependent Child(ren)</b>	<p>Your Dependent Child(ren) can be insured for a Principal Sum of \$15,000</p>
<b>EMPLOYEE ELIGIBILITY</b>	
<b>Effective Date of Coverage for Employees covered by the Prior Plan</b>	<p><b>When an Employee Becomes Eligible for Coverage</b>  An Employee who is Actively Employed on August 23, 2008 and covered by the Prior Plan becomes eligible for insurance under the Policy on August 23, 2008.</p> <p><b>When Employee Insurance Begins</b>  The Employee will become insured on August 23, 2008.</p>
<b>Effective Date of New Coverage</b>	<p><b>When Employee Insurance Begins</b>  The Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to Us.  The Employee will become insured on the first day of the month which coincides with or follows the later of the day:</p> <ul style="list-style-type: none"> <li>• the Employee becomes eligible;</li> <li>• the Employee's enrollment form, acceptable to Us, is properly completed and signed; or</li> <li>• the Employee's payroll deduction authorization is received by Us.</li> </ul> <p>If the Employee is not Actively Employed on that date, insurance will begin on the first day of the month which coincides with or follows the day the Employee returns to Active Employment.</p>
<b>Changes in the Amount of Your Insurance</b>	<p><b>Decrease in the Amount of Your Insurance</b>  Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.  The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply.</p> <p><b>Increase in the Amount of Your Insurance</b>  You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request.  Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day of the change.</p>

<b>When Employee Insurance Ends</b>	<p>Your coverage under the Policy ends on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date the Policy is cancelled;</li> <li>• the date You no longer are in an Eligible Group;</li> <li>• the date Your Eligible Group is no longer covered;</li> <li>• the last day of the period for which You made any required contributions; or</li> <li>• the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, or unless coverage is ported, as described in the Certificate.</li> </ul>
<b>DEPENDENT ELIGIBILITY</b>	
<b>Definition of Dependent</b>	<p>Dependent means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:</p> <ul style="list-style-type: none"> <li>• Your lawful spouse;</li> <li>• Your natural born or legally adopted child;</li> <li>• Your stepchild living in Your home; or</li> <li>• any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.</li> </ul> <p>A dependent does not include a child less than age 14 days or who has attained the Limiting Age defined in the Certificate.</p>
<b>Definition of Limiting Age</b>	<p>Limiting Age means a child's 19th birthday or 25th birthday if the child is a Full-Time student.</p>
<b>When Dependent Insurance Begins</b>	<p>You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to Us.</p> <p>An eligible Dependent will be insured on the latest of the day:</p> <ul style="list-style-type: none"> <li>• You become insured;</li> <li>• You acquire the eligible Dependent; or</li> <li>• You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.</li> </ul> <p>In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.</p>
<b>Changes in the Amount of Your Dependent's Insurance</b>	<p><b>Decrease in the Amount of Your Dependent's Insurance</b></p> <p>Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.</p> <p>The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply to spouse coverage.</p> <p><b>Increase in the Amount of Your Dependent's Insurance</b></p> <p>Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change.</p>

<b>When Insurance for a Dependent Child Ends</b>	<p>Your Dependent child’s coverage under the Policy ends on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date the Policy is cancelled;</li> <li>• the date You no longer are in an Eligible Group;</li> <li>• the date Your Eligible Group is no longer covered;</li> <li>• the date of Your death;</li> <li>• the last day of the period for which You made any required contributions; or</li> <li>• the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, or unless coverage is ported, as described in the Certificate.</li> </ul>
<b>When Insurance for a Dependent Spouse Ends</b>	<p>Your Dependent spouse’s coverage under the Policy ends on the earliest of:</p> <ul style="list-style-type: none"> <li>• the date the Policy is cancelled;</li> <li>• the date You no longer are in an Eligible Group;</li> <li>• the date Your Eligible Group is no longer covered;</li> <li>• the date of Your death;</li> <li>• the date of divorce or annulment;</li> <li>• the last day of the period for which You made any required contributions; or</li> <li>• the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, or unless coverage is ported, as described in the Certificate.</li> </ul>
<b>FEATURES</b>	
<b>Layoff, Approved Military or Education Leave of Absence or Injury or Sickness</b>	<p>You may be able to continue insurance under this provision if You are no longer Actively Employed in the event of an layoff or approved military or education leave of absence or Injury or Sickness.</p> <p>If a state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of the Policy.</p> <p>Please contact Mutual of Omaha at 1-800-283-9591 to be placed on direct bill.</p>
<b>Waiver of Premium Benefit</b>	<p>You may be able to continue insurance until age 65, without payment of premium, if You become <u>Totally Disabled</u> while insured under the Policy prior to age 60.</p>
<b>Portability</b>	<p>You may be able to obtain accidental death and dismemberment insurance under the Portability provision when insurance ends due to any of the following reasons:</p> <ul style="list-style-type: none"> <li>• the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 60 days;</li> <li>• employment with the Policyholder ends for reasons other than Your Injury, Sickness or Disability;</li> <li>• You are not Actively Employed; or</li> <li>• You do not satisfy any other eligibility condition described in the Certificate.</li> </ul> <p>Insurance under the Portability provision is available subject to conditions described in Your Certificate.</p> <p>Dependent insurance under the Portability provision may be obtained subject to conditions described in Your Certificate.</p>

## AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

<b>Loss</b>	<b>Benefit</b>
<ul style="list-style-type: none"> <li>• Life</li> <li>• Both Hands or Both Feet or Both Eyes</li> <li>• One Hand and One Foot</li> <li>• One Hand and One Eye or One Foot and One Eye</li> <li>• Speech and Hearing</li> </ul>	Principal Sum
<ul style="list-style-type: none"> <li>• One Hand or One Foot or One Eye</li> <li>• Speech or Hearing</li> </ul>	One-half Principal Sum
<ul style="list-style-type: none"> <li>• Thumb and Index Finger of Same Hand</li> </ul>	One-quarter Principal Sum
<b>Paralysis</b>	<b>Benefit</b>
<ul style="list-style-type: none"> <li>• For hemiplegia</li> </ul>	One-half Principal Sum
<ul style="list-style-type: none"> <li>• For paraplegia</li> </ul>	Three-quarters Principal Sum
<ul style="list-style-type: none"> <li>• For quadriplegia</li> </ul>	Principal Sum
<b>Other Benefits</b>	<b>Benefit</b>
Accident Only Comatose	Beginning on the 32nd day of coma, 5% of the Principal Sum, up to a maximum of \$5,000 per month, will be paid per month over a 20-month period or until death, whichever occurs first.
Air Bag Benefit	When an Insured or covered Dependent receives Injuries covered by the Policy which result in loss of life, the Company will pay \$5,000 if, at the time of the accident, an Air Bag restraint system was in place and operable.
Child Education Benefits	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 as the lesser amount of 5% of Your Principal Sum or \$5,000 per child per year for four years. This benefit will pay for each year of full-time, uninterrupted college or university attendance subsequently completed by the child.
Day Care Benefits	Dependent Child Benefit: the lesser amount of 5% of Your Principal Sum or \$5,000 per child Beneficiary Benefit if no dependent child insured under the Policy qualifies for the Dependent Child Benefit: \$1,000

Exposure and Disappearance	<p>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.</p> <p>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.</p>
Extension of Dependent Coverage	<p>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:</p> <ul style="list-style-type: none"> <li>• The date the spouse remarries;</li> <li>• The date the insurance terminates;</li> <li>• The date an unmarried dependent child ceases to be eligible due to age or marriage;</li> </ul> <p style="text-align: center;">or</p> <ul style="list-style-type: none"> <li>• The date the Benefit Period ends. The Benefit Period is shown below.</li> </ul> <p>Benefit Period: 12 months beginning on the date of the Insured's death.</p>
Seat Belt Usage Benefits	<p>An additional 10% of the Principal Sum to a maximum of \$10,000; if at the time of the accident the Insured or covered Dependent was the operator of or a passenger in a private passenger automobile; and utilizing a seat belt.</p>
Surviving Spouse Training Benefits	<p>If an Insured who has family coverage suffers loss of life in a covered accident, We will pay the surviving spouse for training expenses within 54 months following the date of the accident. The benefit will not exceed \$5,000.</p>

**EXCEPTIONS AND LIMITATIONS**

This Certificate does not cover:

- suicide or attempted suicide while sane or insane;
- loss caused by act of declared or undeclared war;
- any loss which occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system as a result of a covered accident at the end of the 365 days.
- Injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- Injuries received while traveling by air (except as provided under the Air Travel Coverage section);
- Injuries received because the Insured Person was under the influence of any controlled substance unless administered on the advice of a Physician;
- Injuries received because the Insured Person was intoxicated.

<b>RATES</b>					
<b>Employee</b>		<b>Spouse</b>		<b>Child(ren)</b>	
<b>Benefit</b>	<b>Bi-weekly Premium</b>	<b>Benefit</b>	<b>Bi-weekly Premium</b>	<b>Benefit</b>	<b>Bi-weekly Premium</b>
\$15,000	\$0.21	\$15,000	\$0.21	\$15,000	\$0.21
\$30,000	\$0.42	\$30,000	\$0.42		
\$60,000	\$0.84	\$60,000	\$0.84		
\$120,000	\$1.68	\$120,000	\$1.68		
\$240,000	\$3.36	\$240,000	\$3.36		
\$300,000	\$4.20	\$300,000	\$4.20		
<b>CLAIM ASSISTANCE</b>					
If You need assistance with filing Your claim or an explanation of how Your claim was paid, contact:					
Mutual of Omaha Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 1-800-283-9591					
<b>ADDITIONAL INFORMATION</b>					
If any questions or problems arise regarding Your insurance, You may contact the Company at:					
<b>1-800-283-9591</b>					

Publication Date: September 8, 2008

## **Additional Services**

### **Travel Assistance**

#### **Immediate Attention for Your Unexpected Incident**

If you have an emergency while traveling\*\*, call the Travel Assistance toll-free number anytime for immediate attention from a multi-lingual professional. These services are available to you, your spouse and dependent children on any single trip up to 90 days in duration. Bring this information with you every time you travel. Enjoy your trip – we'll be there if you need us.

*\*\*abroad or within the United States more than 100 miles from home*

Travel Assistance offers the following services to minimize the hassles of traveling and ensure proper attention when you need it:

#### **Pre-departure Information**

- Health hazards advisory for worldwide destinations
- Domestic and international weather information
- Consulate and Embassy locations
- Required documentation information (i.e., passport or visa)

#### **Emergency Medical Assistance**

*Locating medical care* – assistance finding providers and referrals for local sources of care

*Medical insurance coordination* – coordination of your medical insurance including claims paperwork flow and obtaining medical payments

*Case communications* – a representative can monitor the status of your medical care and communicate between you, your family, physicians, employer, travel company, consulate, etc.

*Transportation for a family member* – If you are hospitalized for more than seven days, we will pay to return your dependent children to your home

*Hotel convalescence arrangements* – assistance with hotel arrangements if you or your companion needs to convalesce in a hotel prior to or after medical treatment

*Prescription drug coordination* – assistance obtaining prescription drugs or other necessary personal medical items

*Medically necessary repatriation* – if a physician deems it necessary, we will pay for your transportation home for further treatment

#### **Travel Support Services**

*Emergency cash coordination* – a representative will assist in obtaining funds from your credit card company, bank, employer, or other sources of credit

*Hotel/motel arrangements and information* – we will locate accommodations and assist you with the reservation process

*Lost/delayed luggage tracing* – we can advise you of the proper procedure for reporting lost luggage and assist in maintaining contact with appropriate companies or authorities

### **Technical Assistance**

*Coordination* of credit card, airline ticket, or other documentation replacement

*Interpreter/translator services* – 24 hour access to translators or interpreters

*Vehicle return service* – your vehicle will be returned to you if you are evacuated or repatriated

*Lawyer referrals* – referrals for local attorney or consular officers

*Coordination* of financial assistance for bonds/bail

### **Coverage Information**

If adequate medical facilities are not available locally and an injury or sickness during travel results in your necessary emergency evacuation, Travel Assistance will pay for covered expenses. Such expenses include arranging and providing transportation and related medical services (including the cost of a medical escort) and necessary medical supplies. Medical evacuation and repatriation services are payable up to a combined maximum of \$100,000 per person per event. All services are subject to the terms and conditions of the service agreement.

### **Travel Assistance Plan Limitations**

AXA Assistance U.S.A. will not pay emergency evacuation, medically necessary repatriation, repatriation of remains or other expenses incurred while traveling within 100 miles of participant's place of residence, or for any one of the following reasons:

- suicide or attempted suicide
- intentionally self-inflicted injuries
- participation in any war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), or civil war
- participation in any military maneuver or training exercise
- mental or emotional disorders, unless hospitalized
- influence of drugs or intoxicants, unless prescribed by a physician
- commission or the attempt to commit a criminal act
- pregnancy and childbirth (exception: complications of pregnancy)
- traveling against the advice of a physician
- traveling to obtain medical services or treatment

**For inquiries within the U.S. call toll free:**

**1-800-856-9947**

**Outside the U.S. call collect:**

**(312) 935-3658**



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# CERTIFICATE OF INSURANCE

## MUTUAL OF OMAHA INSURANCE COMPANY

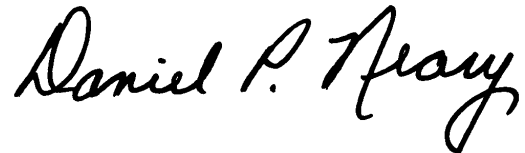
Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

Mutual of Omaha Insurance Company certifies that Group Policy No(s). GMAD-AAXP (policy) has been issued to State of Michigan (Policyholder).

Insurance is provided for certain Employees as described in the Policy.

The benefits described in this Certificate are subject to the terms and conditions of the Policy. Benefits are effective only if You and Your Dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

MUTUAL OF OMAHA INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

**SCHEDULE**

The amount of insurance for You and Your Dependents will be in accord with Your classification in this Schedule.

**Classification(s)**

All eligible active full-time and part-time employees

**Accidental Death and Dismemberment Benefits  
For You**

You can be insured for a Principal Sum of \$15,000, \$30,000, \$60,000, \$120,000, \$240,000 or \$300,000.

Accidental Death and Dismemberment Benefits will be reduced as follows:

<b>If You are age:</b>	<b>The Principal Sum will reduce to:</b>
70 .....	65%
75 .....	45%
80 .....	30%
85 .....	15%

This reduction will be made on the Policy anniversary date which follows the day You attain the specified age.

If You are age 70 or older on the day You become insured under the Policy; the Principal Sum for which You can apply will be reduced (as shown above) in accord with Your attained age. Thereafter, benefits will continue to reduce in accord with the reductions shown above.

**NOTE:** Subject to any age reductions, all amounts of insurance applied for do not require medical questions or evidence of good health.

**For Dependent Spouse**

Your lawful spouse can be insured for a Principal Sum of \$15,000, \$30,000, \$60,000, \$120,000, \$240,000 or \$300,000. In no event shall the Dependent Spouse Principal Sum exceed 100% of Your Principal Sum.

Accidental Death and Dismemberment Benefits will be reduced as follows:

<b>If You spouse is age:</b>	<b>The Principal Sum will reduce to:</b>
70 .....	65%
75 .....	45%
80 .....	30%
85 .....	15%

This reduction will be made on the Policy anniversary date which follows the day Your spouse attains the specified age.

If Your spouse is age 70 or older on the day Your spouse becomes insured under the Policy; the Principal Sum for which You can request for Your spouse will be reduced (as shown above) in accord with Your spouse's attained age. Thereafter, benefits will continue to reduce in accord with the reductions shown above.

**NOTE:** Subject to any age reductions, all amounts of insurance applied for do not require medical questions or evidence of good health.

**For Dependent Children**

Principal Sum.....\$15,000

**NOTE:** Subject to any age reductions, all amounts of insurance applied for do not require medical questions or evidence of good health.

# EMPLOYEE ELIGIBILITY

## Accidental Death and Dismemberment Benefits

### Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Actively Employed** or **Active Employment** means You are working for Your employer for earnings that are paid regularly and that You are performing the material and substantial duties of Your regular occupation.

Your work site must be:

- (a) Your employer's usual place of business;
- (b) an alternative work site at the direction of Your employer, including Your home; or
- (c) a location to which Your job requires You to travel.

Normal vacation is considered active employment.

Temporary workers are excluded from coverage.

**Eligible Group(s)** means all eligible active full-time and part-time Employees.

**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, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations; or
- (c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Prior Plan** means the plan of group accidental death and dismemberment insurance issued by Us under policy number T66BA-P-50265 that has been replaced by insurance under this Policy.

## **Effective Date of Coverage for Employees covered by the Prior Plan**

### **When an Employee Becomes Eligible for Coverage**

An Employee who is Actively Employed on August 23, 2008 and covered by the Prior Plan becomes eligible for insurance under the Policy on August 23, 2008.

### **When Employee Insurance Begins**

The Employee will become insured on August 23, 2008.

## **Effective Date of New Coverage**

### **When an Employee Becomes Eligible for Coverage**

An Employee who is Actively Employed on August 23, 2008 and not covered by the Prior Plan becomes eligible for insurance under the Policy on August 23, 2008.

An Employee who is hired after August 23, 2008 becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

### **When Employee Insurance Begins**

The Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to Us.

The Employee will become insured on the first day of the month which coincides with or follows the later of the day:

- (a) the Employee becomes eligible;
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed; or
- (c) the Employee's payroll deduction authorization is received by Us.

If the Employee is not Actively Employed on that date, insurance will begin on the first day of the month which coincides with or follows the day the Employee returns to Active Employment.

## **Changes in the Amount of Your Insurance**

### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request.

Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day of the change.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the first day of the month which coincides with or follows the day You return to Active Employment.

### **When Employee Insurance Ends**

Your coverage under the Policy ends on the earliest of:

- (a) the date the Policy is cancelled;
- (b) the date You no longer are in an Eligible Group;
- (c) the date Your Eligible Group is no longer covered;
- (d) the last day of the period for which You made any required contributions; or
- (e) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, or unless coverage is ported, as described in this Certificate.

### **If Employee Insurance Ends or You are on a temporary Leave of absence or Layoff**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following direct bill continuation options.

The conditions for each continuation option are described within each provision.

For accidental death and dismemberment insurance:

#### **(a) Layoff, Approved Military or Education Leave of Absence or Injury or Sickness**

If You are on an approved leave of absence or layoff and are no longer having payroll deductions, You may maintain Your current coverage regardless of Your medical condition by contacting Mutual of Omaha to initiate a direct pay method.

#### **(b) Portability**

If You are not Actively Employed for reasons other than an approved leave of absence or layoff, the Portability option is available to You.

If You are no longer Actively Employed due to Total Disability, You may be eligible to continue insurance under the Waiver of Premium Benefit provision. The conditions for this continuation option are described within the provision.

### **Layoff, Approved Military or Education Leave of Absence or Injury or Sickness**

You may be able to continue insurance under this provision if You are no longer Actively Employed in the event of an layoff, approved military or education leave of absence or Injury or Sickness.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;

- (b) We must receive written notification within 60 days from the date You are no longer Actively Employed; and
- (c) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

**Note:** During a layoff, approved military or education leave of absence or Injury or Sickness premiums will be directly billed to You.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Portability provision;
- (d) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy.

### **Portability**

You may be able to obtain accidental death and dismemberment insurance under this provision when insurance ends due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 60 days;
- (b) employment with the Policyholder ends for reasons other than Your Injury, Sickness or Disability;
- (c) You are not Actively Employed; or
- (d) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available subject to the following conditions:

- (a) You must submit a written request and submit the first premium to Us within 60 days after insurance ends; and
- (b) the amount of insurance under this Portability provision may not be increased.

**NOTE:** Premiums will be directly billed to You if You elect insurance under this Portability provision.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision in this Certificate.

### **Premium Rates for Portability**

Rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

### **When Portability Ends**

Insurance under this Portability provision will end on the earliest of the day:

- (a) any applicable premium contribution is due and unpaid;
- (b) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (c) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of 30 days or less).

### **Waiver of Premium Benefit**

You may be able to continue insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

### **Waiver of Premium Benefit Elimination Period**

The Waiver of Premium Benefit Elimination Period is a period of 9 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

### **Proof of Total Disability**

You must notify Us in writing of Total Disability within 12 months from the date You become Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

**Death While Satisfying the Waiver of Premium Benefit Elimination Period**

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

**When the Waiver of Premium Benefit Ends**

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 65.

You will not be eligible to continue insurance under the Portability provision.

## DEPENDENT ELIGIBILITY

### Accidental Death and Dismemberment Benefits

#### Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone insured under this Policy as an Employee;
- (b) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of 30 days or less);
- (c) a child who has attained the Limiting Age defined in this Certificate;
- (d) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (e) Your divorced or legally separated spouse;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Full-Time Student** means an insured Dependent child who is attending an accredited high school, trade school, college, university or other institution of learning and is enrolled for a minimum of 12 course credit hours per semester as indicated by evidence acceptable to Us. If the accredited institution of learning establishes full-time status in any other manner, We reserve the right to determine whether the student is an eligible Dependent.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

**Limiting Age** means a child's 19th birthday or 25th birthday if the child is a Full-Time Student.

**Prior Plan** means the plan of group accidental death and dismemberment insurance issued by Us under policy number T66BA-P-50265 that has been replaced by insurance under this Policy.

### **When a Dependent Becomes Eligible**

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, only one of You may insure Your child or children under this Policy.

A Dependent becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

### **When Dependent Insurance Begins**

You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us.

Insurance for a Dependent born while You are insured under this Policy will take effect once the child has reached age 14 days.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

## **Changes in the Amount of Your Dependent's Insurance**

### **Decrease in the Amount of Your Dependent's Insurance**

Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule of the Policy will apply to spouse coverage.

### **Increase in the Amount of Your Dependent's Insurance**

Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change.

## **When Insurance for a Dependent Child Ends**

Your Dependent child's coverage under the Policy ends on the earliest of:

- (a) the date the Policy is cancelled;
- (b) the date You no longer are in an Eligible Group;
- (c) the date Your Eligible Group is no longer covered;
- (d) the date of Your death;
- (e) the last day of the period for which You made any required contributions; or
- (f) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, or unless coverage has ported, as described in this Certificate.

## **Exceptions to When Dependent Insurance Ends**

### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

- (a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

### **When Insurance for a Dependent Spouse Ends**

Your Dependent spouse's coverage under the Policy ends on the earliest of:

- (a) the date the Policy is cancelled;
- (b) the date You no longer are in an Eligible Group;
- (c) the date Your Eligible Group is no longer covered;
- (d) the date of Your death;
- (e) the date of divorce or annulment;
- (f) the last day of the period for which You made any required contributions; or
- (g) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, or unless coverage has ported, as described in this Certificate.

### **Portability**

When You elect accidental death and dismemberment insurance under the Portability provision in this Certificate, You may also elect to continue accidental death and dismemberment insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained for Your Dependents subject to the following conditions:

- (a) You must submit a written request and submit the first premium to Us within 60 days after Dependent insurance ends;
- (b) Your eligible Dependent must not have an Injury or Sickness that has a material effect on life expectancy; and
- (c) the amount of Dependent insurance under this Portability provision cannot be increased.

**NOTE:** Premiums will be directly billed to You if You elect insurance under this Portability provision.

### **Premium Rates for Portability**

Rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

## **When Portability Ends**

A Dependent's insurance under this Portability provision will end on the earliest of the day:

- (a) Your child reaches the Limiting Age or is no longer Incapacitated;
- (b) Your child marries;
- (c) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of 30 days or less); or
- (d) any premium contribution for Dependent insurance is due and unpaid.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You and For Your Dependents

### Benefits For Specific Loss

When You or a Dependent suffers any of the following specific losses because of Injuries within 365 days 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.

### Payment For Loss of Life

#### **Beneficiary**

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

Benefits payable under this provision because of Your Dependent's death will be payable to You, if You are living. If You are not living, benefits will be paid as follows:

- (a) If Your spouse dies, benefits will be paid to Your spouse's estate.
- (b) If a child dies, benefits will be paid to Your spouse, if Your spouse is living. If Your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

### **Mode of Payment**

We will pay death benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

### **Payment For Other Than Loss of Life**

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

### **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.

### **Accident Only Comatose**

#### **Definitions**

"Irreversible Coma" means: (a) a state of unconsciousness in which there is a cessation of activity in the central nervous system as demonstrated by an electroencephalogram (using criteria established by the American Electroencephalography Society); and (b) a diagnosis of brain death by the attending Physician.

## **Benefits**

If, while insured under this provision, You or Your Dependent lapse into an irreversible coma as a result of covered Injuries received in an accident, We will pay benefits as follows.

Beginning on the 32nd day of coma, 5% of the Principal Sum, up to a maximum of \$5,000 per month, will be paid per month over a 20-month period or until death, whichever occurs first. Upon death, the remainder of the Principal Sum, if any, will be paid. If any other benefits for this condition are payable under the Policy, Certificate or attached Riders, only one of the amounts, the highest, will be payable.

### **Air Bag Benefit**

#### **Definitions**

**Air bag** means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

**Physician** means a person who is duly licensed and legally qualified to diagnose and treat Injuries. Such person must be providing services within the scope of his or her license. An Insured or covered Dependent cannot be that person.

#### **Air Bag Benefit**

When an Insured or covered Dependent receives Injuries covered by the Policy which result in loss of life, the Company will pay \$5,000 if, at the time of the accident, an Air Bag restraint system was in place and operable. This benefit is only available for those persons for which a front or side Air Bag restraint system is in place and was designed to protect the occupant in that seat. A Physician, coroner, traffic officer, or other person of competent authority must verify Air Bag availability. This benefit will be payable in addition to any benefits otherwise payable under the Policy or Certificate.

### **Child Education 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 as the lesser amount of 5% of Your Principal Sum or \$5,000 per child per year for four years. This benefit will pay for each year of full-time, uninterrupted college or university attendance subsequently completed by the child.

### **Day Care Benefits**

#### **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.

Dependent Child Benefit: the lesser amount of 5% of Your Principal Sum or \$5,000 per child

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

**Beneficiary Benefit**

If no dependent child insured under the Policy qualifies for the Dependent Child Benefit, We will pay the Beneficiary Benefit to Your designated beneficiary.

Beneficiary Benefit: \$1,000

**Extension of Dependent Coverage**

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.

**Hemiplegia, Paraplegia and Quadriplegia Benefits**

**Definitions**

“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 the insured or Dependent suffers Injuries which result in hemiplegia, paraplegia or quadriplegia commencing within 60 days after the accident and continuing for one year, the Company 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 Policy/Certificate, or if insured under the Permanent Total Disability Benefits Rider, will be paid for Injuries resulting from one accident.

## **Seat Belt Usage Benefits**

### **Definitions**

“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 an additional 10% of the Principal Sum to a maximum of \$10,000; 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.

## **Surviving Spouse Training Benefits**

### **Definition**

“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.

## **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.

## **Exceptions and Limitations**

This Certificate does not cover:

- (a) suicide or attempted suicide while sane or insane;
- (b) loss caused by act of declared or undeclared war;
- (c) any loss which occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system as a result of a covered accident at the end of the 365 days.
- (d) Injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- (e) Injuries received while traveling by air (except as provided under the Air Travel Coverage section);
- (f) Injuries received because the Insured Person was under the influence of any controlled substance unless administered on the advice of a Physician;
- (g) Injuries received because the Insured Person was intoxicated.

## **PAYMENT OF CLAIMS**

### **How to File Claims**

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
3. The claim form or written statement should be sent to Us within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

### **When Claims are Paid**

Policy benefits will be paid as soon as We receive acceptable proof of loss.

### **Direct Payments**

Any loss of life benefit will be paid in accord with the Accidental Death and Dismemberment Benefits provision.

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

### **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

## STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for You or Your Dependents.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any Insured Person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

### **Applications**

We may use misstatements or omissions in the application of an Insured Person to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if You or Your Dependent are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

# ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

## **DEFINITIONS**

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person’s eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **INITIAL CLAIM DECISION**

Initial Claim Decision. We will make a claim decision regarding a accidental death and dismemberment claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy’s appeal procedures, including the time limits for such procedures.

## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## **APPEAL DECISION**

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

**Insured Person** means You and/or Your Dependents who are insured under the Policy.

**Our, We, Us** means the Company shown on Your Certificate of Insurance.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

**Sickness** means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

**You, Your** means an Employee or member who is insured under the Policy.



Group Policy Number GMAD-AAXP



**MUTUAL *of* OMAHA**

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