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**YOUR GROUP LIFE AND  
ACCIDENTAL DEATH AND  
DISMEMBERMENT BENEFITS**

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**Marysville Public Schools**

**All eligible Central Office Personnel**

Revised June 1, 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:

Marysville Public Schools  
1111 Delaware Ave.  
Marysville, MI 48040

### **CLAIM ASSISTANCE**

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-97B7.

## **BENEFITS SUMMARY**

Marysville Public Schools

GLUG-97B7

Revised: June 1, 2008

This Benefits Summary provides a brief description of some of the features and benefits of Your group Life Insurance Plan. This summary is not a contract. For a complete description of the benefits, covered services and exclusions and limitations of the services, refer to the appropriate section of the Certificate.

<b>Who is Covered:</b>	All eligible Central Office Personnel
<b>Minimum Work Hours Required:</b>	15 hours per week
<b>Eligibility Waiting Period:</b>	None
<b>Life Insurance Benefit for You:</b>	An amount equal to one and one-half times Your Annual Salary up to \$150,000.
<b>Accidental Death &amp; Dismemberment Benefit for You:</b>	An amount equal to the Amount of Life Insurance in force on Your life
<b>Reductions:</b>	Benefits may reduce at a specified age



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# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

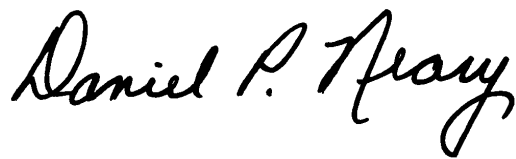
United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-97B7 (policy) has been issued to Marysville Public Schools (Policyholder).

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 are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any previous Certificate issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

## DEFINITIONS

When used in the policy or your certificate:

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

**You, Your, Insured Person** means an employee or member who is insured under the policy.

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

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

**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).

**Total Disability or Totally Disabled** means that because of an injury or sickness you are completely and continuously unable to perform any work or engage in any occupation.

**Rider** means a provision added to the policy or your certificate to expand or limit benefits or coverage.



# EMPLOYEE ELIGIBILITY

## Life Insurance

### 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.

**Active Employment** or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 15 or more hours each week.

**Actively Working** or **Active Work** means performing the normal duties of a regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will be considered Actively Working on any day that is:

- (a) a regular paid holiday or day of vacation;
- (b) a regular or scheduled non-working day; or
- (c) a day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993;

provided the Employee was Actively Working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered Actively Working if not confined on that day as described in the Confinement Rule.

### **Confinement Rule**

1. If an eligible Employee is confined due to an Injury or Sickness:

- (a) in a hospital as an inpatient;
- (b) in any institution or facility other than a hospital; or
- (c) at home and under the supervision of a Physician;

insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

2. If an eligible Employee is not:

- (a) confined; and

(b) available for work because of an Injury or Sickness;

insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

**Employee** means a person who receives compensation from the Policyholder for work performed for the Policyholder.

The term Employee does not include any person performing services for the Policyholder:

- (a) pursuant to an independent contractor relationship with the Policyholder;
- (b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;
- (c) who receives income which is reported by the Policyholder on IRS form 1099;
- (d) on a seasonal basis; or
- (e) on a temporary basis.

### **Eligible Employees**

An Employee becomes eligible for insurance under this Policy on the day the Employee begins Active Employment.

### **When Insurance Begins**

An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

If an Employee was eligible for group life coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

### **When Your Classification or the Amount of Insurance Changes**

Any change in Your classification, coverage or amount of Your insurance as shown in the **Schedule** will take effect on the first day of the Policy month which coincides with or follows the day of the change, provided You are Actively Working on that day. We will use the Policyholder's payroll records and premiums We have received to determine the appropriate amount of insurance. If You are not Actively Working on that day, the following conditions will apply:

- (a) If the change involves an increase in the amount of insurance, the change will not take effect until the first day of the Policy month which coincides with or follows the day You return to Active Work.
- (b) If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.

### **When Your Insurance Ends**

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day this Policy ends;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
- (d) the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
  - (1) You are not in an eligible classification described in the **Schedule**;
  - (2) Your employment with the Policyholder ends;
  - (3) You are not Actively Employed; or
  - (4) You do not satisfy any other eligibility condition described in this Policy.

### **Continuation of Life Insurance and Accidental Death and Dismemberment Benefits**

Upon uninterrupted payment of premium to Us, You may continue insurance in accordance with this provision after insurance would otherwise end. You should contact the Policyholder to determine the amount of contribution, if any, You are required to make in order to continue insurance.

### **Layoff or Leave of Absence**

Your insurance will continue until the last day of the month following:

- (a) three months from the date of Your non-medical layoff or leave of absence approved by the employer; or
- (b) twelve months from the date of Your injury or sickness.

### **Continuation of Life Insurance Benefits Due to Total Disability**

If You are Totally Disabled, Your Life Insurance Benefits will not end in accordance with the **When Your Insurance Ends** provision, but will be continued without payment of premium provided:

- (a) the Total Disability began while You were insured under this Policy;
- (b) the Total Disability began before You reached age 60; and
- (c) Proof of the Total Disability is given to Us as described in the following paragraphs.

You must notify Us in writing of Your Total Disability during the Disability Application Period. After receiving Your notification, We will send You an Initial Proof of Total Disability form for You and Your Physician to complete. You must return this form to Us within 90 days after receipt. Upon Our satisfactory acceptance of Your initial proof of Total Disability, Your Life Insurance Benefits will continue without payment of premium for at least one year as long as You continue to be Disabled.

We will periodically send You a Subsequent Proof of Disability form for You and Your Physician to complete. If Your Subsequent Proof of Disability is not acceptable to Us, You will be notified in writing, otherwise Your Life Insurance Benefits will be continued without payment of premium for at least one year, as long as You continue to be Disabled.

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 disability and once a year thereafter.

Your continued Life Insurance Benefits is the amount of insurance in force on the day insurance would have otherwise ended. However, continued Life Insurance Benefits provided under this **Continuation of Life Insurance Benefits Due to Total Disability** provision shall be reduced or terminated in accordance with the terms of the **Schedule**.

### **When Continuation of Life Insurance Ends**

#### **Total Disability**

Your continued insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after an Initial or Subsequent Proof of Total Disability form is sent to You, but not returned to Us;
- (c) the day You fail to attend an examination or cooperate with an examiner in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision; or
- (d) the day You reach age 65.

When Your Total Disability ends, You have 31 days to convert Your insurance to an individual life insurance conversion policy; but Your conversion insurance will end if You again become insured under this Policy. A conversion policy may only be obtained in accordance with the **Conversion Privilege** provision in this Policy.

#### **Layoff or Leave of Absence**

Your continued insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day this Policy ends;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (e) Your insurance will continue until the last day of the month following:
  - (1) three months from the date of Your non-medical layoff or leave of absence approved by the employer; or
  - (2) twelve months from the date of Your injury or sickness.

**RIDER**  
**FAMILY AND MEDICAL LEAVE**  
**as Federally Mandated**

This rider is made a part of Group Policy GLUG-97B7.

This rider is effective on the later of:

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

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

**Family and Medical Leave**

If You become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) Your insurance coverage may be continued on the same basis as if You were an Actively at Work employee for up to 12 weeks during the 12 month period, as defined by Your employer, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a serious health condition; or
- (c) for Your own serious health condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a serious health condition, the continued coverage may not exceed a combined total of 12 weeks.

**Conditions**

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence You will be considered Actively at Work. Insurance for You and any eligible dependents (if applicable) will begin in accordance with the terms of the policy. However, if Your leave of absence is due to a serious health condition, benefits for that condition will not be payable to the extent benefits are payable under any prior group plan.
2. You are eligible to continue coverage under FMLA if:
  - (a) You have worked for Your employer for at least one year;
  - (b) You have worked at least 1,250 hours over the previous 12 months;
  - (c) Your employer employs at least 50 employees within 75 miles from Your worksite; and

- (d) You continue to pay any required premium for yourself and any eligible dependents (if applicable) in a manner determined by Your employer.
- 3. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the policy during the time You were not insured. You and any insured dependents (if applicable) will not be subject to any evidence of good health requirement provided under the policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
- 4. You and Your dependents (if applicable) are subject to all conditions and limitations of the policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
- 5. If requested by Us, You or Your employer must submit proof acceptable to Us that Your leave is in accordance with FMLA.
- 6. This FMLA continuation is concurrent with any other continuation option except for COBRA, if applicable.
- 7. FMLA continuation ends on the earliest of:
  - (a) the day You return to work;
  - (b) the day You notify Your employer that You are not returning to work;
  - (c) the day Your coverage would otherwise end under the policy; or
  - (d) the day coverage has been continued for 12 weeks.

### **Definitions**

**Prior Group Plan** means the group plan providing similar benefits (whether insured or self-insured plans provided by the Policyholder) in effect immediately prior to the effective date of this policy.

**Serious Health Condition** is defined as stated in the FMLA.

### **Important Notice**

Contact Your employer for additional information regarding FMLA.

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

**SCHEDULE**

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

**Classification(s)**

All eligible Central Office Personnel

**For You  
LIFE INSURANCE**

**Life Insurance Benefits**

Amount of Life Insurance .....An amount equal to one and one-half times Your Annual Salary, up to \$150,000. Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the nearest multiple of \$1,000.

Facility of Payment Amount .....\*\$500

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes Policyholder contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, or other extra compensation received from the Policyholder.

Life Insurance Benefits will be reduced as follows:

<b>If you are age:</b>	<b>The Amount of Life Insurance shown above will reduce to:</b>
70 .....	65%
75 .....	40%
80 .....	25%

The reduction will be made on the first day of the policy month which coincides with or 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 reduction will be made in accord with your attained age.

Life Insurance Benefits end on the date of Your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

**Life Insurance Benefits**

**Living Benefits Option**

Amount of Living Benefits.....50% of the amount of life insurance  
in force on Your life, but not to exceed \$100,000.

**HEALTH INSURANCE**

**(For You)**

**Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life;  
however, if Your Life Insurance Benefit has been reduced by the  
Living Benefits Option, such reduction will not apply to this  
Accidental Death and Dismemberment Principal Sum.



# LIFE INSURANCE BENEFITS

## For You

### Benefits

If you die while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits 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.

### Mode of Payment

We will pay benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below; and
  - (2) we agree to it in writing.

### Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed unless this right has been given up. 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, 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.

### Facility of Payment

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for your fatal illness or burial. The **Facility of Payment Amount** is shown in the **Schedule**.

We may also make monthly payments of not more than \$50.00 to someone other than a beneficiary if:

- (a) the beneficiary is a minor or, in our opinion, does not have the legal capacity to sign a receipt for payment; and
- (b) there is no court-appointed guardian or conservator.

We will make these payments to the person or institution who cares for or supports the beneficiary until claim is made for the remainder of the proceeds by a court-appointed guardian or conservator.

## **Conversion Privilege**

If any of your life insurance ends because your employment or membership in a class ends, you may apply for an individual policy of life insurance (called a conversion policy) without giving information about your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of your terminated group life insurance.
- (c) The premium for your conversion policy will be at our standard rate for that type of policy according to:
  - (1) your class of risk; and
  - (2) your age on the date the policy takes effect.
- (d) You must submit your written application and your first conversion premium to us within 31 days after your group life insurance ends or reduces.

If your group life insurance ends because of termination of the policy or termination of a class, and you have been insured under the policy at least five years, you may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$3,000.00; or
- (b) the amount of your terminated group life insurance less the amount of any other group life insurance for which you become eligible within 31 days.

If you die within the 31-day period after insurance ends, we will pay the amount of group life insurance you were entitled to convert.

If we issue a conversion policy and you again become eligible for group life insurance under the policy, coverage will become effective only if:

- (a) you terminate the conversion policy; or
- (b) you submit, at your own expense, evidence of good health acceptable to us.

## **LIFE INSURANCE BENEFITS**

### **For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)**

#### **Benefits**

If you incur a Terminal Condition while insured under this provision, you or your legal representative, while you are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided you are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

1. To be insured for Living Benefits, you must be insured for Life Insurance Benefits.
2. We may require your beneficiary's, and in community property states, your spouse's written consent before Living Benefits are paid.
3. Your Life Insurance Benefits and the amount you may convert in accordance with the life Conversion Privilege will be reduced by the Living Benefit amount paid under this provision.
4. An insured person may receive Living Benefits only once.

#### **Definition**

**Terminal Condition** means an injury or sickness:

- (a) expected to result in your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by us, our medical staff, or a qualified party selected by us.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when you have irrevocably assigned your Life Insurance Benefits;
- (b) when all or a portion of your Life Insurance Benefits are to be paid to your former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted injury or suicide attempt;
- (d) if your Life Insurance ends;
- (e) if the required premium is due and unpaid;
- (f) to any supplemental life insurance benefits to which you may be entitled; or
- (g) if the Master Policy ends.

**NOTE:** Benefits paid under this provision may be taxable. If so, you or your beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

### Benefits

If, while insured under this provision, You are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes, We will pay the Benefit shown in the Table below for any of the following losses:

**TABLE**

<u>Loss</u>	<u>Benefit</u>
Loss of Life .....	Principal Sum
Loss of Both Hands .....	Principal Sum
Loss of Both Feet .....	Principal Sum
Loss of Entire Sight of Both Eyes.....	Principal Sum
Loss of Entire Sight of One Eye .....	One-half Principal Sum
Loss of One Hand and One Foot.....	Principal Sum
Loss of One Hand and Entire Sight of One Eye .....	Principal Sum
Loss of One Foot and Entire Sight of One Eye.....	Principal Sum
Loss of Thumb and Index Finger of same Hand.....	One-fourth Principal Sum
Loss of Speech and Hearing (both ears) .....	Principal Sum
Loss of Speech or Hearing (both ears).....	One-half Principal Sum
Loss of Hearing (one ear) .....	One-fourth Principal Sum
Loss of One Hand or One Foot .....	One-half Principal Sum

The **Principal Sum** is shown in the **Schedule**.

If the Injury causes more than one loss, We will pay only the **largest** Benefit.

### Definitions

**Accident** means a sudden, unexpected and unintended event, independent of sickness and all other causes. Accident does not include sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

**Loss of Sight** means the total, permanent Loss of Sight of the eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication.

**Loss of Hearing** means total and permanent Loss of Hearing in one or both ears which cannot be corrected by any means.

**Loss of a Thumb and Index Finger** means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Severance** means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder.

**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.

**Mode of Payment**

We will pay death benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below; and
  - (2) We agree to it in writing.

**Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed unless this right has been given up. 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, 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 life will be paid to You in a lump sum.

**Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and

- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

**Exceptions**

We will not pay for any loss which:

- (a) is not permanent;
- (b) 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 at the end of the 365 days.

- (c) does not result from an Accident;
- (d) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (e) results from injuries You receive in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight; or while:
  - (1) operating;
  - (2) riding as a passenger in; or
  - (3) boarding or leaving;

any aircraft while You are Traveling on Business of the Policyholder, provided the aircraft:

- (1) has a current and valid FAA (Federal Aviation Administration of the United States) standard air worthiness certificate; and
  - (2) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft;
- (f) results in injuries You receive while riding in any aircraft engaged in:
    - (1) racing;
    - (2) endurance tests; or
    - (3) acrobatic or stunt flying;
  - (g) is caused by You, and is a result of injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician;

**Note: Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

- (h) is caused by You, and is a result of injuries You receive, while Intoxicated;

**Note:** Intoxicated means Your blood alcohol level at death or dismemberment equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs; or

- (i) is excluded under the General Exclusions and Limitations.

## **GENERAL EXCLUSIONS AND LIMITATIONS**

**These General Exclusions and Limitations do not apply to any Life Insurance Benefits provisions.**

We do not pay under the Accidental Death and Dismemberment Benefits provisions for:

- (a) any loss which results, whether the insured person is sane or insane, from:
  - (1) an intentionally self-inflicted injury or sickness; or
  - (2) suicide or attempted suicide;
- (b) any loss resulting from the insured person's participation in a riot or in the commission of a felony;
- (c) any loss which results from an act of declared or undeclared war or armed aggression; or
- (d) any loss:
  - (1) which is incurred while the insured person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country; and
  - (2) for which any governmental body or its agencies are liable.



## **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 the Plan Administrator or 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 or to the Plan Administrator 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 Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

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

- (a) our 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.

# LIFE AND 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 life or 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.

## STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the policy;
- (b) the Policyholder's application attached to the policy; and
- (c) your application, if required.

### **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 your or your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the policy; and
  - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retiree coverage is included in the policy.

### **Applications**

We may use misstatements or omissions in your application 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 your application to contest or reduce insurance which has been in force for two years or more during your lifetime. However, if you 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.





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**Mutual of Omaha**

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