

**REVISION EFFECTIVE DATE:** June 1, 2021

Eligibility: All active full-time (working 30 hours or more per week) and all part-time (working 20 hours or more per

week) employees including "job share" employees of the Policyholder domiciled in the United States and their eligible dependents. Employee means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related

rules and regulations.

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

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

#### **Effective Date of Individual Insurance:**

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

- (a) Policy effective date; or
- (b) the first day of the month following the date the eligible Employee's completed enrollment form and payroll deduction authorization are received by the Policyholder.

# **SCHEDULE**

**Policyholder:** Grande Cheese Company

250 Camelot Drive Fond du Lac, WI 54935

**GMDC-AEW8** 

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

Certificate Number: As Specified on the Enrollment Form on File

**Certificate Date:** January 1, 2018 or As Specified on the Enrollment Form on File, whichever is later.

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

Minimum Principal Sum.	\$10,000.00
Maximum Principal Sum*	\$500,000.00
Increments	

<sup>\*</sup>Amounts are subject to ten (10) times annual salary.

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

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

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

Spouse's Benefit 50% of Insured's Principal Sum Each Child's Benefit 10% of Insured's Principal Sum

If there is a spouse but no eligible children covered:

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

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

Each Child's Benefit 15% of Insured's Principal Sum

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

Age 70 through 7465% of the original Principal Sum Benefit AmountAge 75 through 7945% of the original Principal Sum Benefit AmountAge 80 through 8430% of the original Principal Sum Benefit AmountAge 85 and over15% of the original Principal Sum Benefit Amount

**Premiums:** Monthly per \$1,000 Principal Sum

Employee Only \$0.042 Employee & Family \$0.060

# Rider(s), if any

Paralysis Benefit For Hemiplegia For Paraplegia For Quadriplegia Loss Period

## **Accident Only Comatose Benefit**

Benefit Loss Period Waiting Period Benefit Period

# **Seat Belt Usage Benefits**

Benefit Amount Maximum Benefit Amount Benefit Amount(s), if any

# Rider 8063M

50% of Principal Sum 75% of Principal Sum 100% of Principal Sum

Within 60 days after the accident and

continuing for one year.

## Rider 0KL8M Rev.

5% of Principal Sum

7 Days

31 Days from beginning of coma.

20 Months or until death, whichever occurs first.

#### Rider 8472M

10% of Insured's Principal Sum

\$25,000.00

**Air Bag Benefits** 

Benefit Amount

Maximum Benefit Amount

Rider 0KM0M Rev.

5% of Insured's Principal Sum

\$10,000.00

**Rehabilitative Services Benefit** 

Benefit Amount

Maximum Benefit Amount Deductible Amount

Benefit Period

Rider 0KM6M Rev.

25% of the applicable Principal Sum

\$5,000.00 \$250.00

52 weeks from date of accident

Premium Waiver

Benefit Period

Rider 0605M

12 Months

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

Exposure and Disappearance Amendment Rider 870MS-EZ Air Travel Coverage Amendment Rider 6798M Conversion Privilege Rider 6806M Beneficiary Designation Amendment Rider 9008M Domestic Partner Amendment Rider 0GT8M Dependent Amendment Rider 0AH0M WI Claim Review & Appeal Procedure 0KW5M Certificate Adjustment Rider 1694M-NN

- Amend "Notice of Claim" section of Claims Provisions
- Amend Plegia Benefit Rider 8063M
- Amend Exposure and Disappearance Amendment Rider 870MS-EZ

# MUTUAL of OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402 342 7600



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

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

#### PLEASE READ

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

## RENEWAL AGREEMENT

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

#### PREMIUM CHANGE

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

#### **DEFINITIONS**

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

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

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

# **EXCEPTIONS AND LIMITATIONS**

This certificate does not cover:

- (a) suicide or any attempt thereat while sane or insane;
- (b) loss caused by act of declared or undeclared war;
- (c) injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- (d) injuries received while traveling by air (except as provided under the Air Travel Coverage section);

Form T66BA Cert. -- Series 16613

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## **Certificate of Accident Insurance**

## THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT.

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

- (e) injuries received because the insured person was under the influence of any controlled substance unless administered on the advice of a physician;
- (f) injuries received because the insured person was intoxicated.

#### BENEFITS FOR SPECIFIC LOSS

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

Life	Principal Sum
Both Hands or Both Feet or Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and One Eye or One Foot and One Eye	Principal Sum
Speech and Hearing	Principal Sum
One Hand or One Foot or One Eye One	-half Principal Sum
Speech or Hearing One	-half Principal Sum
Thumb and Index Finger of Same Hand One-qu	arter 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 loses as a result of the same accident, only one of the amounts specified (the largest applicable) will be paid for all such losses. The amounts for loss of: (a) two limbs; (b) two eyes; and (c) one limb and one eye will be payable only when such double loss occurs as the result of the same accident.

#### AIR TRAVEL COVERAGE

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

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

## **FAMILY MEMBER PROVISIONS**

- 1. **Eligibility:** Coverage is provided for your eligible family members only if you apply for coverage for them and pay the required premium. Family members eligible for coverage include your lawful spouse and dependent, unmarried children and yours and/or your spouse who are under age 19 years (23 years if enrolled as a full-time student in an accredited college or university). Your eligible children shall include any legally adopted children and foster children. Family members eligible but not covered on the Certificate Date may be covered upon acceptance, by us, of your written application and payment of any required additional premium.
- 2. **Newborn Children:** Any child of yours and/or your spouse born while this certificate is in force will be included automatically as a covered dependent child under this certificate until the first day of the second month following birth. Coverage for such newborn child will continue in effect thereafter, without evidence of insurability, if dependent child coverage is in effect or upon receipt by us of your written request for dependent child coverage and payment of the required additional premium prior to the end of the automatic coverage period. Coverage will be subject to all provisions of this certificate applicable to dependent child coverage.

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

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

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

## **CLAIMS PROVISIONS**

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

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

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

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

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

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

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

#### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

MUTUAL OF OMAHA INSURANCE COMPANY

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# HEMIPLEGIA, PARAPLEGIA AND QUADRIPLEGIA BENEFITS RIDER

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

Rider Date:

For the policy (same as the Policy Date if no date is shown)
For certificates (same as the Certificate Date if no date is shown)
Rider Premium (as shown in the Schedule if no amount is shown)

#### **DEFINITIONS**

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

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

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

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

#### BENEFITS

When 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	One-half Principal Sum
For quadriplegia	Principal Sum

Only one of the amounts (the largest applicable) named above or in the Benefits For Specific Loss provision of the certificate or if insured under the Permanent Total Disability Benefits Rider, will be paid for injuries resulting from one accident.

MUTUAL OF OMAHA INSURANCE COMPANY



#### ACCIDENT ONLY COMA BENEFIT RIDER

This rider applies to the class or classes of insured persons specified in the Schedule or Plan of Insurance.

This rider is made a part of your policy or certificate to which it is attached. It is subject to all parts of your policy or certificate not in conflict with this rider. In the event of a conflict between this rider and any other provision of the policy or certificate, this rider shall control.

Rider Date (same as the policy or certificate effective date if no date is shown)
Rider Premium (included in premium shown in the policy or certificate if no amount shown)

#### DEFINITIONS

**Coma** or **Comatose** means a state of unconsciousness in which the Insured or a covered dependent is wholly and totally unresponsive and cannot be aroused. This condition must be diagnosed and regularly treated by a Physician.

Loss Period means the period of time, shown on the Schedule or Plan of Insurance, during which the Insured or covered dependent must seek initial treatment for Injuries received in a covered accident.

**Physician** means a person, other than the Insured or a member of the Insured's family, duly licensed and legally qualified to diagnose and treat a sickness or Injury. He or she must be providing services within the scope of his or her license.

Waiting Period means the period of time shown on the Schedule or Plan of Insurance during which benefits are not paid.

#### BENEFIT

If as a result of Injuries due to a covered accident, the Insured or covered dependent becomes Comatose within the Loss Period and remains Comatose beyond the Waiting Period, We will pay the Benefit Amount as shown on the Schedule or Plan of Insurance.

Benefits will end on the earlier of:

- (a) the end of the month in which the Insured or covered dependent dies;
- (b) the date on which We have paid this benefit up to the Benefit Period as shown on the Schedule or Plan of Insurance; or
- (c) the end of the month in which the Insured or covered dependent recovers from the Coma.

Benefits will be payable to the legal guardian of the insured person.

Coma benefits will be paid in place of any permanent total disability benefit elsewhere in the policy or certificate, if any.

# NON-DUPLICATION OF BENEFITS

No benefits are payable under this rider for that portion of expense for which benefits are payable under the policy or certificate or another rider attached to it. If benefits are payable under more than one provision, then benefits will be provided only under the provision providing the greater benefit.

MUTUAL OF OMAHA INSURANCE COMPANY



## SEAT BELT USAGE BENEFITS RIDER

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

Rider Date (same as the Policy Date or the Certificate Date if no date is shown)
Rider Premium (included in the premium shown in the policy or certificate if no amount is shown)

## **DEFINITIONS**

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

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

## **BENEFITS**

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

MUTUAL OF OMAHA INSURANCE COMPANY

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#### AIR BAG BENEFIT RIDER

This rider applies to the class or classes of Insured persons specified in the Schedule or Plan of Insurance.

This rider is made a part of your policy or certificate to which it is attached. It is subject to all parts of your policy or certificate not in conflict with this rider. In the event of a conflict between this rider and any other provision of the policy or certificate, this rider shall control.

Rider Date (same as the policy or certificate effective date if no date is shown) Rider Premium (included in premium shown in the policy or certificate if no amount shown)

## **DEFINITIONS**

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

## **BENEFIT**

If at the time of the accident:

- (a) a front or side Air Bag restraint system designed to protect the occupant was in place and engaged; and
- (b) the Insured or covered dependent receives Injuries that result in loss of life covered by the policy or certificate.

We will pay the Air Bag Benefit Amount shown on the Schedule or Plan of Insurance. This benefit will be payable in addition to any benefits otherwise payable under the policy or certificate.

## **CONDITIONS**

In order to receive this benefit a coroner, traffic officer, or other person of competent authority must verify the Air Bag availability.

## NON-DUPLICATION OF BENEFITS

No benefits are payable under this rider for that portion of expense for which benefits are payable under the policy or certificate or another rider attached to it. If benefits are payable under more than one provision, then benefits will be provided only under the provision providing the greater benefit.

MUTUAL OF OMAHA INSURANCE COMPANY



#### REHABILITATIVE SERVICES BENEFIT RIDER

This rider applies to the class or classes of Insured persons specified in the Schedule or Plan of Insurance.

This rider is made a part of your policy or certificate to which it is attached. It is subject to all parts of your policy or certificate not in conflict with this rider. In the event of a conflict between this rider and any other provision of the policy or certificate, this rider shall control.

Rider Date (same as the policy or certificate effective date if no date is shown)
Rider Premium (included in premium shown in the policy or certificate if no amount shown)

## **DEFINITIONS**

**Medically Necessary** means a service or supply, not experimental in nature, that is ordered, prescribed or rendered by a Physician or hospital and is determined by us, or a qualified party or entity selected by us, to be:

- (a) provided for the diagnosis or direct treatment of an injury;
- (b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Insured's or covered dependent's injury;
- (c) provided in accordance with generally accepted professional standards and/or medical practice; and
- (d) the most appropriate supply or level of service which can be provided on a cost effective basis.

Services or supplies which may be medically necessary are not covered by the rider if they are specifically excluded or limited in the Exceptions, Exclusions and Limitation provision of this rider and any other exclusionary language in the policy or certificate.

The fact that the Insured's or covered dependent's Physician or a hospital orders, prescribes or renders services or supplies does not automatically mean such services or supplies are medically necessary and a covered service.

**Physician** means a person, other than the Insured or a member of the Insured's family, duly licensed and legally qualified to diagnose and treat a sickness or Injury. He or she must be providing services within the scope of his or her license.

**Rehabilitation Expense** means the Usual and Customary Charges for Medically Necessary Rehabilitative Services provided by a Physician or under the supervision of a licensed rehabilitation facility.

**Rehabilitative Services** means Medically Necessary speech pathology, occupational therapy, physical therapy, rehabilitation, psychological services, vocational services, driver's education and prevocational training.

**Totally Disabled** *during* the first 12 months means that due to Injury:

- (a) the Insured or covered dependent is unable to perform the material and substantial duties of their occupation; and
- (b) they receive regular medical care by a Physician.

Totally Disabled *after* the first 12 months means that due to Injury:

- (a) the Insured or covered dependent is unable to perform the material and substantial duties of any occupation for which they are reasonably suited because of education, training or experience; and
- (b) they receive regular medical care by a Physician.

If the covered dependent is a child who was not employed at the time of the accident causing the total disability, then Totally Disabled means the child's inability to perform substantially the same activities as they were engaged in immediately prior to the Injuries.

Usual and Customary Charge means a charge for a covered service which is no longer higher than the [80th Percentile] charged by most providers in the same geographic area as identified by the Health Insurance Association of American (HIAA) or another similar organization that compiles information regarding charges for services related to medical care. In the event of an unusually complex covered service, a covered service that is a new procedure or a covered service for which minimal data is available, We will assign one. In no event will the usual and customary charge exceed the amount billed or the amount for which the Insured is responsible. The term Usual and Customary Charge may not reflect the actual charges of the provider, and does not take into account a provider's training, experience or category of licensure.

The same geographic area means the same city or town in which the treatment, service, or purchase occurs, if the city or town is large enough to obtain a representative charge. In large cities, it may be a section or sections of the city. In smaller urban or rural areas, the geographic area will be expanded as necessary to obtain a representative charge.

#### BENEFIT

When the Insured or covered dependent is Totally Disabled due to covered Injuries, We will pay the Medically Necessary expenses incurred for Rehabilitative Services up to the Maximum Benefit Amount, subject to the Deductible Amount and Benefit Period shown on the Schedule or Plan of Insurance.

## **EXCEPTIONS, EXCLUSIONS AND LIMITATIONS**

We will not pay for:

- (a) any ordinary living, traveling, or clothing expense of the Insured; or
- (b) any expenses covered under Worker's Compensation.

#### NON-DUPLICATION OF BENEFITS

No benefits are payable under this rider for that portion of expense for which benefits are payable under the policy or certificate or another rider attached to it. If benefits are payable under more than one provision, then benefits will be provided only under the provision providing the greater benefit.

MUTUAL OF OMAHA INSURANCE COMPANY

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## PREMIUM WAIVER RIDER

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

Rider Date (same as the Policy or Certificate Date if no date is shown)
Rider Premium (included in the premium shown in the policy or certificate if no amount is shown)

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

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

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

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

MUTUAL OF OMAHA INSURANCE COMPANY



## AMENDMENT RIDER

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

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

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

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

## EXPOSURE AND DISAPPEARANCE DUE TO AIR TRAVEL ACCIDENTS

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

If an insured person disappears because of an accident which results in the disappearance or sinking of an air conveyance on which such person is covered by this policy and in which such insured person was riding, and if the body of the insured person 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 person suffered loss of life as a result of injuries covered by this policy.

MUTUAL OF OMAHA INSURANCE COMPANY

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## AIR TRAVEL COVERAGE AMENDMENT RIDER

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

## Rider Date:

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

# **DEFINITIONS**

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

## **AMENDMENT**

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

MUTUAL OF OMAHA INSURANCE COMPANY



#### CONVERSION PRIVILEGE RIDER

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

Rider Date:

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

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

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

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

MUTUAL OF OMAHA INSURANCE COMPANY

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#### BENEFICIARY DESIGNATION AMENDMENT RIDER

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

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

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

## PART A. DEFINITIONS

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

PART B. AMENDMENT

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

Payment of Claims: Indemnity for loss of life will be payable in accord with the beneficiary designation made in writing by the Insured and on file with the Company. In the absence of such beneficiary designation, or in the event the designated beneficiary predeceases the Insured, indemnity for loss of life will be paid to the first of the following surviving beneficiaries: the Insured's:

(a) lawful spouse; (b) child or children, jointly; (c) parents, jointly if both are living, or the surviving parent if only one survives; (d) brothers and sisters, jointly; (e) estate. Any other accrued indemnities unpaid at the Insured's death may, at Our option, be paid either to the Insured's beneficiary or to his or her estate. All other indemnities will be payable to the Insured.

#### PART C. EXCLUSIONS AND LIMITATIONS

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

MUTUAL OF OMAHA INSURANCE COMPANY

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# DOMESTIC PARTNERS ELIGIBILITY RIDER

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

Rider Date (same as the Policy Date or Certificate Date if no date is shown)
Rider Premium (included in the policy or certificate premium if no amount shown)

#### **DEFINITIONS**

The following is added to the definition of dependents as specified in the policy or certificate.

- (1) the Insured's same sex or opposite sex domestic partner, for whom an enrollment form and premium have been received by the policyholder or us, provided they are living together and a written declaration of domestic partnership acceptable to us, and submitted at the time of enrollment, has been completed and/or any applicable requirements of the state, city and/or country in which they reside regarding domestic partnership have been met; and
- (2) the Insured's domestic partner's unmarried child under the age of nineteen years who is qualified and claims as an IRS-defined dependent by the domestic partner.

Child can include an Insured's and/or domestic partner's stepchild, foster child, legally adopted child, a child of adoptive parents pending adoption proceedings, and natural child residing with the Insured or domestic partner and who chiefly depends on the Insured and/or domestic partner for his full support.

The following definition is added:

"Living Together" means that both parties share a place to live.

#### NEWBORN CHILDREN

The following is added to the section of the policy or certificate concerning newborn children.

A domestic partner's newborn child is automatically covered from the moment of birth until he is 31 days old.

If coverage for a dependent child is in effect, notice of the birth is not required for the newborn's coverage to continue. However, if the Insured is not paying the additional dependent child premium, the coverage for the domestic partner's newborn will continue only if, within 31 days of the birth, we receive:

- (1) notice of the birth; and
- (2) payment of the additional dependent child premium, if any.

#### TERMINATION OF DEPENDENT COVERAGE

The following is added to the section of the policy or certificate concerning termination of coverage.

Additionally, coverage will end:

- (1) For the domestic partner,
  - (a) the day the Insured or domestic partner sends the other a notice for ending the domestic partnership;
  - (b) the day the Insured or domestic partner gets married to another person;
  - (c) the day the Insured and domestic partner stop living together.
- (2) For a child of the domestic partner, on the first premium due date following the first to occur of:
  - (a) the date of the child's marriage;
  - (b) the child's 19th birthday, if the child is then incapable of self-sustaining employment due to mental or physical handicap, the date the incapacity ends. Proof of the incapacity and dependency must be furnished to us by the Insured within 31 days after insurance would terminate because of age and as often as we may subsequently request but not more often than once a year;
  - (c) the date the domestic partner no longer qualifies as a dependent.

**NOTE:** The Insured must notify us within 30 days if there is any change in the status between the Insured and domestic partner as domestic partners. A signed statement of termination of domestic partnership will be required.

In the event a domestic partnership is terminated for reasons other than death of a domestic partner, the Insured cannot enroll for coverage for a new domestic partner for a period of 6 months.

Termination will not prejudice any claim for a charge that is incurred prior to the date coverage ends.

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#### DEPENDENT AMENDMENT RIDER

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

The policy or certificate is amended. The Eligibility and Termination of Coverage provisions of the Family Member Provisions are amended as follows.

1. The Eligibility provision is deleted and replaced by the following.

Coverage is provided for your eligible family members only if you apply for coverage for them and pay the required premium. Family members eligible for coverage include your lawful spouse and dependent, unmarried children of yours and/or your spouse who are under age 19 years (25 years if enrolled as a full-time student in an accredited college or university). Any child born to an unmarried dependent, while insured under the policy, is eligible for coverage from the date of birth until the first renewal date following his or her 18th birthday. Your eligible children shall also include any child you have adopted or any child placed with you for adoption. Family members eligible but not covered on the Certificate Date may be covered upon acceptance, by us, of your written application and payment of any required additional premium.

2. The first paragraph of the Termination of Coverage provision is deleted and replaced by the following.

Coverage for each dependent child will terminate on the renewal date following his or her 19th birthday (25th birthday if enrolled as a full-time student at an accredited college or university) or marriage, whichever is first. Coverage for a child placed for adoption will terminate if the child is removed from placement.

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# CLAIM REVIEW AND APPEAL PROCEDURES

(As Federally Mandated)

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

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

#### **Definitions**

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

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

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

#### **Claim Review Procedures**

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

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

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

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

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

# **Claim Review Decisions**

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

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

## **Claim Denials**

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

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

# **Opportunity To Request An Appeal**

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

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

The request for an appeal should include:

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

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

The person submitting the claim will:

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

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

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

# Our Response To An Appeal

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

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

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

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

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



#### CERTIFICATE ADJUSTMENT RIDER

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

The effective date of this rider is the Policy Date.

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

Within the section of the certificate entitled "CLAIMS PROVISIONS," the first sentence of the sub-section entitled "Notice of Claim" is amended to read as follows:

"You must give us written notice of claim within 90 days after a loss occurs or starts, or as soon as is reasonable possible."

- Within rider **8063M** entitled "HEMIPLEGIA, PARAPLEGIA AND QUADRIPLEGIA BENEFITS RIDER," the benefit amount for Paraplegia is amended to read "Three-quarters of the Principal Sum".
- The "EXPOSURE AND DISAPPEARANCE DUE TO AIR TRAVEL ACCIDENTS" Amendment Rider 870MS-EZ is amended. Exposure and Disappearance coverage is available for all accidents that are covered under the policy, subject to all other provisions in the policy and any attached forms. The term "air" is deleted from the reference to "air conveyance". The phrase "Due to Air Travel Accidents" is also deleted.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary

Form 1694M-NN -1- (\*)