MUTUAL OF OMAHA INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175

Mutual of Omaha
Home Office Use Only
Policy Number(s):
SR2014 FL-LG-P-100329

Participant Accident Insurance Application

Applicant (Full Legal Name) Miami Dade County Public Schools

Address 1501 NE 2nd Avenue, Suite 335

City Miami State FL Zip 33132

Requested Effective Date August 1, 2016
If this application is approved, insurance will become effective on the requested effective date, unless Mutual of Omaha Insurance Company sends written notice of a different effective date.

ACKNOWLEDGMENT AND SIGNATURE

All statements in this application and any claims experience data provided to Mutual of Omaha Insurance Company are true and complete and will be relied upon by Mutual of Omaha Insurance Company to determine whether to issue a policy. Such statements and claims experience data, along with the group insurance proposal from Mutual of Omaha Insurance Company, are the basis for any policy issued by Mutual of Omaha Insurance Company. Any incomplete, incorrect or misleading statements or data may void this application and any issued policy as of the effective date.

If an authorized representative at Mutual of Omaha Insurance Company's Home Office does not approve this application, no insurance is in effect at any time and any premium payment received will be returned.
This application is submitted with a premium payment of $

Signature of Applicant's Authorized Representative

Typed or Printed Name of Authorized Representative Michael Fox

Title District Director **Date** 3/8/16

Name of broker, agent and/or insurance agency

Florida Fraud Warning: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

SCHEDULE

POLICY NO.: SR2014FL-LG-P-100329

POLICYHOLDER INFORMATION:

Miami Dade County Public Schools
1501 N E 2nd Avenue Suite 335
Miami, FL 33132

Effective Date: August 1, 2016 **Expiration Date:** August 1, 2017

Effective Dates of Coverage (No earlier than):

Athletic Coverage:	August 1, 2016
All Other Coverages:	August 22, 2016

ELIGIBILITY:

Athletic Program	At School Coverage including Interscholastic Athletics/Activities excluding Football:	All registered Middle & High School athletes, student participants, student managers and student trainers for the teams/events named below for whom the appropriate premium has been paid.	Basic Benefit Plan
Athletic Program	Interscholastic High School Football Coverage:	All registered High School Football athletes, student managers and student trainers for whom the appropriate premium has been paid.	Miami Dade Football Benefit Plan
Student Program	24-Hour Coverage excluding High School Football	All registered PK-12 students for whom the appropriate premium has been paid.	Basic Benefit Plan
Student Program	At School Coverage excluding Interscholastic Athletics/Activities and High School Football	All registered PK-12 students for whom the appropriate premium has been paid.	Basic Benefit Plan

SCOPE OF COVERAGE:

Class	Insured Risk	Benefits	Benefit Plan
At School Coverage (Including interscholastic sports & excluding football)	IRSCH019 & IRSPT001	AD&SL (ADSLFLAT001) AME (AME001-DADE)	Miami Dade Basic Plan
Interscholastic High School Football	IRSPT001	AD&SL (ADSLFLAT001) AME (AME001-DADE)	Miami Dade Football Plan
24-Hour Coverage (excluding High School Football)	IR24HR001	AD&SL (ADSLFLAT001) AME (AME001-DADE)	Miami Dade Basic Plan
At School Coverage (excluding Interscholastic Athletics/Activities and High School Football)	IRSCH019	AD&SL (ADSLFLAT001) AME (AME001-DADE)	Miami Dade Basic Plan

COVERED ACTIVITIES:

ATHLETIC PROGRAM

Covered teams/sports are: Baseball, Softball, Basketball, Volleyball, Soccer, Rugby, Golf, Tennis, Rifle, Hockey, Swimming, Track & Field, Equestrian, Wrestling, Boxing, Lacrosse, Skating, Gymnastics and Cross Country, Includes Managers and Trainers for these interscholastic athletes.

ACTIVITES PROGRAM

Covered activities are: Baseball, Softball, Basketball, Volleyball, Soccer, Rugby, Golf, Tennis, Rifle, Hockey, Swimming, Track and Field, Equestrian, Wrestling, Boxing, Lacrosse, Skating, Gymnastics, Cross Country, Music (Band, Choir, Orchestra), Vocational Agriculture, Power Lifting, FHA, FFA, ROTC, and Academic Contests (such as Drama, or Math). Includes Managers, Trainers, Cheerleaders, Drill Team, Badminton, Bowling, Water Polo and Pep Squad for these interscholastic activities.

At School Coverage:

Insurance coverage is provided: (a) on school premises during the hours and days when school is in session, (b) on school premises when school is not in session if participating in or attending any school sponsored event or activity; and (c) while attending or participating in school sponsored and supervised activities off school premises (i.e. day field trips) and (d) while participating in interscholastic athletics. Coverage is provided while traveling to, during or after such activities as a member of a group in transportation furnished or arranged by the Policyholder and traveling directly to or from the Insured's home premises and school premises when school is in session. No coverage is provided for participation in High School Football.

Football Only:

Insurance coverage is provided for High School Football athletes while: (a) practicing for or playing in regularly scheduled football games under the supervision of a regularly employed coach or trainer of the Policyholder school/district; (b) participating in weight lifting and conditioning sessions during the regularly scheduled season; (c) participating in off-season workouts, play-off games & Spring Football Training as defined and sanctioned by the state interscholastic governing body; (d) participating in off-season conditioning sessions under the supervision of a regularly employed coach or trainer of the Policyholder school/district; (e) participating in All Star Games and (f) traveling during a covered event as a member of a group in transportation furnished or arranged by the Policyholder school/district.

STUDENT PROGRAM

24-Hour Coverage:

Provides coverage for injuries incurred 24-Hours a day, 365 days a year, at home, at school and while participating in interscholastic athletics (except injuries incurred while participating in High School Football events/activities).

At School Coverage:

Insurance coverage is provided: (a) on school premises during the hours and days when school is in session, (b) on school premises when school is not in session if participating in or attending any school sponsored event or activity; and (c) while attending or participating in school sponsored and supervised activities off school premises (i.e. day field trips). Coverage is provided while traveling to, during or after such activities as a member of a group in transportation furnished or arranged by the Policyholder and traveling directly to or from the Insured's home premises and school premises when school is in session. No coverage is provided for participation in Interscholastic Athletics/Activities/High School Football.

Coverage for any Policyholder sponsored and supervised trips and related travel is not provided unless: (a) the plan administrator has been notified prior to departure via receipt of a trip notification form and roster and (b) the additional premium required for the specified trip has been received by the plan administrator.

BENEFITS:

BASIC BENEFIT PLAN

Accidental Death & Specific Loss	**(ADSLFLAT001)**
Loss of Life	$1,500.00 Principal Sum
Double Specific Loss	$7,500.00 Principal Sum
Single Specific Loss	$1,000.00 Principal Sum
Loss of Thumb & Index Finger	$500.00 Principal Sum
Loss Period	Loss within 180 Days of Injury

Medical Expense Accident: Full Excess	**(AME001-DADE) & (TBFE004)**
Maximum Medical Benefit Amount (Non-Motor Vehicle)	$25,000.00
Maximum Medical Benefit Amount (Motor Vehicle)	$2,000.00 (other than 2 or 3 wheeled)
Accident Medical Deductible	$0.00
Loss Period	Initial treatment received within 60 days of Injury
Benefit Period	Benefits payable for 104 weeks from accident date

MIAMI DADE FOOTBALL BENEFIT PLAN

Accidental Death & Specific Loss	**(ADSLFLAT001)**
Loss of Life	$1,000.00 Principal Sum
Double Specific Loss	$1,000.00 Principal Sum
Single Specific Loss	$500.00 Principal Sum
Loss of Thumb & Index Finger	$500.00 Principal Sum
Loss Period	Loss within 180 Days of Injury

Medical Expense Accident: Full Excess	**(AME001-DADE) & (TBFE004)**
Maximum Medical Benefit Amount (Non-Motor Vehicle)	$25,000.00
Maximum Medical Benefit Amount (Motor Vehicle)	$2,000.00 (other than 2 or 3 wheeled)
Accident Medical Deductible*	$250.00
Loss Period	Initial treatment received within 60 days of Injury
Benefit Period	Benefits payable for 104 weeks from accident date

*The deductible will be waived if: (1) necessary surgery is performed on an Outpatient basis; (2) diagnostic laboratory or X-ray services are performed on an Outpatient basis for Pre-Admission Testing within 7 days prior to hospital admission; (3) a mandatory second surgical opinion is obtained for the necessity of non-emergency surgery (note this waiver applies only to charges for second surgical opinion).

SEE THE SCHEDULE OF BENEFITS FOR SERVICE/TREATMENT DETAILS

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

Extension of Benefits Rider 0JW5M

PREMIUM:

At School including Interscholastic Athletics & Activities excluding Football (Middle & High School)	Basic	$59.00
High School Football	Miami Dade Football	$265.00
Spring High School Football	Miami Dade Football	$59.00
24-Hour excluding Football (PK-12)	Basic	$79.00
At School excluding Interscholastic Athletics/Activities and Football (PK-6)	Basic	$16.00
At School excluding Interscholastic Athletics/Activities and Football (Middle & High School)	Basic	$18.00

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FLORIDA – MIAMI DADE BASIC OPTION
SCHEDULE OF BENEFITS

All benefits are payable on a per injury basis and are subject to the Accident Medical Maximum Benefit Amount and Medical Deductible Amount (if any), unless otherwise noted below:

INPATIENT:	
Room & Board	**$1,000 Aggregate Maximum per day**
Hospital Miscellaneous	**100% of Allowable Expense**
Registered Nurse	**100% of Allowable Expense**
Physician's Nonsurgical Visits	**Up to $45 per visit first day; $40 per visit each subsequent day**
(Benefits are limited to one visit per day and do not apply when related to surgery)	
OUTPATIENT:	
Hospital Outpatient Surgery – Facility Charge	**100% of Allowable Expense**
Physician's Nonsurgical Visits	**Up to $45 per visit first day; $40 per visit each subsequent day**
(Benefits are limited to one visit per day and do not apply when related to surgery or physiotherapy)	
Physiotherapy	**Up to $30 per visit; 10 visit maximum (Benefits are limited to one visit per day)**
Emergency Room	**100% of Allowable Expense**
(Use of room and supplies; treatment must be rendered within 72 hours from time of injury)	
X-Ray Services (Includes charges for reading)	**$75 maximum**
Cat Scan **MRI**	**$375 maximum** **$750 maximum**
Laboratory	**No Benefits**
Injections	**No Benefits**
Prescription Drugs	**No Benefits**
Orthopedic Braces and Appliances	**$250 maximum**
INPATIENT AND/OR OUTPATIENT:	
Surgeon's Fees	**100% of Allowable Expense (Specified surgery based on the Florida Workers' Compensation Schedule).**
Anesthetist **Assistant Surgeon**	**100% of Allowable Expense** **100% of Allowable Expense**
Ambulance	**$250 maximum**
Consultant	**Paid under Physician's Visit**
Dental (Includes orthodontia as a result of a covered injury).	**Up to $500 per tooth/$1,000 maximum (Benefits are paid on sound natural teeth only).**
Replacement of Eyeglasses, Contact Lenses and Hearing Aids	**100% of Allowable Expense (When broken as a result of a covered injury)**
Hearing Aids (When broken as a result of a covered injury)	**Paid under Orthopedic Braces & Appliances**
Home Health Care	**40 non-surgical visits per policy year (Services must be rendered within 7 days after hospital stay or outpatient surgery. Physician must recommend treatment and treatment must be certified by the Utilization Review Program).**
Food Poisoning	**Paid as any other injury (Food Poisoning must be caused by school supplied food).**

FLORIDA – MIAMI DADE FOOTBALL OPTION
SCHEDULE OF BENEFITS

All benefits are payable on a per injury basis and are subject to the Accident Medical Maximum Benefit Amount and Medical Deductible Amount (if any), unless otherwise noted below:

INPATIENT:	
Room & Board	**$1,000 Aggregate Maximum per day**
Hospital Miscellaneous	**Paid under Room & Board**
Registered Nurse	**100% of Allowable Expense**
Physician's Nonsurgical Visits	**Up to $45 per visit first day; $40 per visit each subsequent day**
(Benefits are limited to one visit per day and do not apply when related to surgery)	
OUTPATIENT:	
Hospital Outpatient Surgery – Facility Charge	**100% of Allowable Expense**
Physician's Nonsurgical Visits	**Up to $45 per visit first day; $40 per visit each subsequent day**
(Benefits are limited to one visit per day and do not apply when related to surgery or physiotherapy)	
Physiotherapy	**Up to $30 per visit; 20 visit maximum (Benefits are limited to one visit per day)**
Emergency Room	**100% of Allowable Expense**
(Use of room and supplies; treatment must be rendered within 72 hours from time of injury)	
X-Ray Services (Includes charges for reading)	**100% of Allowable Expense; $75 maximum**
Cat Scan **MRI**	**$375 maximum** **$750 maximum**
Laboratory	**No Benefits**
Injections	**No Benefits**
Prescription Drugs	**100% of Allowable Expense**
Orthopedic Braces and Appliances	**100% of Allowable Expense**
INPATIENT AND/OR OUTPATIENT:	
Surgeon's Fees	**100% of Allowable Expense (Specified surgery based on the Florida Workers' Compensation Schedule).**
Anesthetist **Assistant Surgeon**	**100% of Allowable Expense** **100% of Allowable Expense**
Ambulance	**$250 maximum**
Consultant	**100% of Allowable Expense**
Dental (Includes orthodontia as a result of a covered injury).	**Up to $500 per tooth/$1,000 maximum (Benefits are paid on sound natural teeth only).**
Replacement of Eyeglasses, Contact Lenses and Hearing Aids	**100% of Allowable Expense (When broken as a result of a covered injury)**
Hearing Aids (When broken as a result of a covered injury)	**Paid under Orthopedic Braces & Appliances**
Home Health Care	**40 non-surgical visits per policy year (Services must be rendered within 7 days after hospital stay or outpatient surgery. Physician must recommend treatment and treatment must be certified by the Utilization Review Program).**

MUTUAL OF OMAHA INSURANCE COMPANY
Mutual of Omaha Plaza, Omaha, NE 68175

This policy is issued to **Miami Dade County Public School** ("the Policyholder").

This policy is a legal contract between the Policyholder and Us. It is issued in consideration of payment of premiums.

This policy is issued in and will be interpreted by the laws of the State of Florida, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this policy which is in conflict with the laws of the State of Florida is changed to conform to the minimum requirements of that State's laws.

We agree to pay benefits subject to the terms, conditions, and limitations of this policy.

This policy contains a deductible provision.

This policy is excess insurance.

EFFECTIVE DATE AND POLICY TERM

This policy takes effect on August 1, 2016 (the Policy Effective Date) at the Policyholder's main office. It expires on August 1, 2017.

POLICY NUMBER: SR2014FL-LG-P-100329

THIS IS A BLANKET LIMITED ACCIDENT ONLY POLICY.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

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

James T. Blackledge

Chief Executive Officer

Richard C. Anderl

General Counsel and
Corporate Secretary

For customer service or questions about your coverage, please call 1-800-524-2324.

TABLE OF CONTENTS PAGE

INSURED RISKS **1**
Activity Coverage (IRSCH019) 1
Activity Coverage (IRSPT001) 1
24-Hour Accident Coverage (IR24HR001) 1
ELIGIBILITY FOR BENEFITS **2**
Eligibility 2
When Insurance Begins 2
Change in Coverage 2
When Insurance Ends 2
DESCRIPTION OF BENEFITS **3**
Accidental Death and Specific Loss Benefit (ADSLFLAT001) 3
Medical Expense for Accident Benefit (AME001-DADE) 3
EXCLUSIONS (EXK12001-FL) **5**
TERMS OF BENEFIT PAYMENTS **7**
Full Excess Medical Expense (TBFE004) 7
Non-Duplication of Benefits 7
CLAIM PROVISIONS **8**
Notice of Claim 8
Claim Forms 8
Proof of Loss 8
Payment of Claims 8
Opportunity to Request an Appeal 9
Authority to Interpret Policy 9
PREMIUM PROVISIONS **10**
Reporting Requirements 10
Grace Period 10
Changes in Rates 10
Reinstatement After Termination 10
GENERAL PROVISIONS **11**
Insurance Contract 11
Workers Compensation Insurance 11
Policyholder Records 11
Reimbursement/Subrogation 11
Policy Termination 13
Conformity with State Statutes 13
Legal Actions 13
Certificates of Insurance 13
DEFINITIONS **14**

INSURED RISKS

Unless otherwise stated in the Schedule, We will pay benefits for a loss only once, even if coverage was provided under more than one insured risk.

ACTIVITY COVERAGE (IRSCH019)

We will pay the benefits in this policy for an Insured while:

- attending School or attending or participating in a Sponsored and Supervised Activity while on or off School premises;
- traveling as part of a group in transportation authorized or arranged by the Policyholder; or
- traveling directly and without interruption between:
  - the Insured's home; and
  - School.

ACTIVITY COVERAGE (IRSPT001)

We will pay the benefits in this policy for an Insured while:

- participating in preseason tryouts or regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- participating in Off-season Physical Conditioning for the sport(s) specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Policyholder.

24-HOUR ACCIDENT COVERAGE (IR24HR001)

This provision does not apply to:

- losses for aircraft pilots and crew members; or
- losses involving privately owned aircraft.

We will pay the benefits described in this policy for any Accident that occurs while this policy is in force.

ELIGIBILITY FOR BENEFITS

ELIGIBILITY

Persons who are eligible to be an Insured under this policy are described in the Schedule. This includes persons who may become eligible while this policy is in force.

WHEN INSURANCE BEGINS

Insurance for an Insured begins on the later of:

- the Policy Effective Date; or
- the day the Insured becomes eligible under the terms of this policy.

CHANGE IN COVERAGE

Any change in the Insured's coverage because of change of class as shown in the Schedule will become effective on the date of the change.

WHEN INSURANCE ENDS

Insurance for an Insured will end on the earliest of the date:

- the Insured is no longer eligible;
- the Insured enters full time active duty in any Armed Forces;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- this policy is terminated.

Termination of insurance will not affect a claim incurred while coverage was in effect.

DESCRIPTION OF BENEFITS

ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADSLFLAT001)

If an Insured suffers a loss listed below from an Accident within the Loss Period stated in the Schedule, We will pay the benefit opposite the Loss. If the Insured sustains more than one loss as the result of one Accident, We will pay only the largest benefit to which the Insured is entitled.

The Principal Sum is shown in the Schedule.

TABLE OF BENEFITS FOR
ACCIDENTAL DEATH AND SPECIFIC LOSS

Loss	*Benefit Amount Base Plan*	*Benefit Amount Football Plan*
Loss of Life	$1,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of Both Hands	$7,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of Both Feet	$7,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of Entire Sight of Both Eyes	$7,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of One Hand and One Foot	$7,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of One Hand and Entire Sight of One Eye	$7,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of One Foot and Entire Sight of One Eye	$7,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of Speech and Hearing	$7,500.00 Principal Sum	$1,000.00 Principal Sum
Loss of Entire Sight of One Eye	$1,000.00 Principal Sum	$500.00 Principal Sum
Loss of Speech or Hearing	$1,000.00 Principal Sum	$500.00 Principal Sum
Loss of One Hand or One Foot	$1,000.00 Principal Sum	$500.00 Principal Sum
Loss of Thumb and Index Finger	$500.00 Principal Sum	$500.00 Principal Sum

MEDICAL EXPENSE FOR ACCIDENT BENEFIT (AME001-DADE)

We will pay the following Medical Expenses incurred as a result of an Accident. The Medical Expense Maximum and any applicable sub-limit amounts are shown in the Schedule.

1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
2. Hospital miscellaneous charges during a hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
3. outpatient charges by a Hospital for:
   - emergency room treatment. Treatment must be received within 72 hours of the Accident; or
   - use of surgical facilities;
4. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
5. charges for nursing services, other than routine Hospital care, by or under the supervision of a Nurse;
6. charges for physiotherapy which includes:
   a) adjustment;
   b) diathermyl;
   c) heat treatment;
   d) manipulation;
   e) microtherm;
   f) ultrasonic;
7. Ambulance Service (Surface) and Ambulance Service (Air);
8. dental expense for sound natural teeth;
9. other Medical Expenses as noted in the Schedule.

10. repair or replacement of eyeglasses, contact lenses, and hearing aids, or related examinations or prescriptions;
11. charges for Home Health Care;
12. other Medical Expenses as noted in the Schedule.

EXCLUSIONS (EXK12001-FL)

We will not pay benefits for a loss due to or expenses incurred for:

1. intentionally self-inflicted injury, suicide while sane or insane;
2. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Insured's Physician;
3. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
4. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
5. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
6. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
7. commitment of or an attempt to commit a felony, or engagement in an illegal activity;
8. participation in a riot or insurrection;
9. any Injury that results from fighting, brawling, assault or battery;
10. an act of declared or undeclared war;
11. active duty service in any Armed Forces;
12. operating, learning to operate, or serving as a pilot or crew member of any aircraft unless specified in the INSURED RISKS section of this policy;
13. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
14. parachuting, except for self-preservation;
15. snow skiing, scuba diving, bob-sledding, bungee jumping, ballooning, flight in an ultralight aircraft, sky diving, hang-gliding, glider flying, sailplaning, or parasailing;
16. participation in professional or amateur racing;
17. injuries associated with activities or travel outside the United States;
18. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
19. dental treatment or dental X-rays, except as otherwise provided, and only when Injury occurs to sound natural teeth;
20. orthodontic braces or appliances;
21. any loss for which benefits are paid under state or federal worker's compensation, employers' liability, or occupational disease law;
22. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
23. charges which the Insured would not have to pay if the Insured did not have insurance;
24. a charge which is in excess of the Allowable Expense;
25. cosmetic surgery, except reconstructive surgery due to a covered Injury;
26. participation in semi-professional and professional sports, play or practice, or any related travel;
27. participation in practice or play of any sports activity, including travel to and from the games and practice, unless specified in this policy;
28. assistant surgeon services, unless specified in this policy;
29. elective treatment or surgery that is not prescribed by a Physician and is not Medically Necessary, health treatment, or examination where no Injury is involved;
30. Pre-existing Conditions;
31. any Heart or Circulatory Malfunction;
32. services or treatment rendered by a Physician, Nurse or any other person who is the Insured or an Immediate Family Member;
33. services or treatment incurred to the extent that they are paid or payable under any Other Insurance Plan;
34. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;

35. travel in or upon:
    - a snowmobile;
    - any two or three wheeled motor vehicle;
    - any off-road motorized vehicle not requiring licensing as a motor vehicle in the jurisdiction where operated;
36. any Accident in which the Insured is operating a motor vehicle without a current and valid motor vehicle operator's license (except in a driver's education program);
37. treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy.

TERMS OF BENEFIT PAYMENTS

We will pay the benefits specified in the DESCRIPTION OF BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury.

FULL EXCESS MEDICAL EXPENSE (TBFE004)

We will pay the Medical Expenses an Insured incurs for covered services that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown in the Schedule. We will determine the amount of benefits provided by any Other Insurance Plan without reference to any coordination of benefits, non-duplication of benefits or similar provisions. The amount of benefits provided by an Other Insurance Plan includes any amount to which the Insured is entitled whether or not a claim is made for the benefits. This Policy is secondary to all Other Insurance Plans.

The first Medical Expense must be incurred within the Loss Period stated in the Schedule.

The Maximum Benefit Amount payable and sub-limits under this policy are shown in the Schedule.

NON-DUPLICATION OF BENEFITS

This provision applies if an Insured:

- is covered by any Other Insurance Plan; and
- would, as a result, receive total medical expense or service benefits that would exceed the expenses actually incurred.

In this case, the Medical Expense for Accident Benefit payable under this policy will be reduced by the excess amount of benefits. The total amount of benefits payable will never exceed 100% of the Medical Expenses or service benefits.

CLAIM PROVISIONS

NOTICE OF CLAIM

We must receive written notice within 60 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

- the Policyholder's name;
- the policy number; and
- the Insured's name and address.

CLAIM FORMS

When We receive the notice of the claim, We will send forms for filing proof of loss within 15 days. If We do not send the necessary forms within 15 days, written information may be given that includes the nature, date, cause, and extent of the loss for which claim is made.

PROOF OF LOSS

We must be given written proof of loss at Our home office or to Our authorized representative within 90 days after the date of the loss. If the written proof is not given within 90 days, the claim will not be invalidated or reduced if:

- it was not reasonably possible to give proof within 90 days; and
- proof is given as soon as reasonably possible, but not later than one year from the date it is otherwise required, except in the absence of legal capacity.

If the claim is for a continuing loss for which this policy provides periodic payments, written proof that the loss continues must be given to Us or to Our authorized representative at the intervals We require.

Physical Examination and Autopsy

We have the right to have an Insured examined at Our cost and as often as reasonably necessary while the claim is pending. We may require an autopsy at Our expense unless prohibited by law.

PAYMENT OF CLAIMS

Benefits will be paid after We receive acceptable proof of loss and confirm benefits are payable.

We will pay benefits other than for loss of life to the Insured, unless otherwise stated in this policy.

We will pay benefits for loss of life and any benefits payable to the Insured but unpaid at the Insured's death to the Insured's named beneficiary for this policy. This choice must be in writing and filed with Us, or filed with the Policyholder if We have agreed in advance.

The Insured has the right to change the beneficiary. Unless this right has been given up, the Insured does not need the consent of the beneficiary to make a change.

If the Insured has not named a beneficiary or no beneficiary survives the Insured, We will pay benefits at the Insured's death as follows:

- to the Insured's surviving Spouse; if none, then
- in equal shares to the Insured's surviving children; if none, then
- in equal shares to the Insured's surviving parents; if none, then
- in equal shares to the Insured's surviving brothers and sisters; if none, then
- to the Insured's estate.

If benefits are payable to a person who is not legally competent to claim or release benefits, a minor, or an estate, We may pay up to $1,000 to any relative by blood or marriage whom We find entitled to the payment. This good faith payment satisfies Our legal duty to the extent of the payment.

Assignment of Benefits

The Insured may direct that We pay benefits to a Hospital, Physician or other provider who furnished care, diagnosis, advice or supplies. We are not liable for any actions We take before We receive notice of the assignment. We are not responsible for the validity of any assignment of benefits.

OPPORTUNITY TO REQUEST AN APPEAL

The claimant may request an appeal, in writing, within 60 days after receiving notice of Our initial claim review decision.

The request for an appeal should include:

- the Policyholder's name and the Policy number or group number;
- the Insured's name and mailing address;
- the name and mailing address of the claimant filing the appeal, if different from the Insured;
- the nature of the appeal; and
- any additional information that may have been omitted from Our review or that We should consider.

By requesting an appeal, the claimant has authorized Us, or anyone We designate, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal. We will review all information submitted and make Our final determination. No additional appeals are available.

Applicable state laws may contain requirements for claims review and appeal procedures. To the extent that this provision is inconsistent with any state law requirement, the requirement that is most favorable to the claimant will apply.

AUTHORITY TO INTERPRET POLICY

By purchasing this policy, the Policyholder grants Us the discretion and the final authority to construe and interpret this policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of this policy as We interpret it. We will pay benefits under this policy only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured, or any other third party. Our interpretation of this policy as to the amount of benefits and eligibility will be binding and conclusive on all persons.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in this policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this policy.

PREMIUM PROVISIONS

REPORTING REQUIREMENTS

The Policyholder or its authorized agent must report to Us any additional information required, as We and the Policyholder agree. We must receive this report before the premium due date.

GRACE PERIOD

There is a 31-day grace period for payment of each premium due after the first premium. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period unless the Policyholder has notified Us of its intention to terminate this policy.

If We have not been notified otherwise and the premium has not been paid, this policy will end on the date premium was due.

CHANGES IN RATES

We have the right to change the premium rates:

- at any time there is a change in the coverage provided or classes eligible;
- at any time there is a change in the risks We have assumed; or
- after the first 12 months insurance is in effect.

New rates based on coverage or eligibility changes will take effect on the effective date of those changes. Otherwise, we will give 45 days written notice when we change the rates. Notice will be sent to the Policyholder's most recent address in Our records.

REINSTATEMENT AFTER TERMINATION

If this policy terminates for any reason, the Policyholder may request to reinstate it. We will reinstate only if:

- an authorized representative in Our home office agrees in writing to reinstate this policy;
- the Policyholder agrees in writing to accept any written conditions of reinstatement that We impose;
- all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- the premium due from the date of reinstatement until the next premium due date is paid.

GENERAL PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

- this policy;
- the attached Schedule; and
- any riders or endorsements.

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, unless required by law. No one else has the authority to change the insurance contract. A change in the insurance contract must be:

- in writing;
- made a part of this policy; and
- signed by Our authorized representative in Our home office.

WORKERS COMPENSATION INSURANCE

This policy does not satisfy any requirement for coverage under any workers compensation law.

POLICYHOLDER RECORDS

The Policyholder or its authorized administrator will maintain records of the essential features of each Insured's insurance under this policy.

We have the right to examine the Policyholder's records relating to coverage under this policy. Examination may occur at any reasonable time up to the later of:

- two years after this policy ends; or
- the date of final adjustment and settlement of all claims under this policy.

REIMBURSEMENT/SUBROGATION

Applicability

If there is a conflict between the provisions of the Reimbursement/Subrogation section of the policy and the provisions of any Other Insurance Plan, the provisions that provide the greatest rights to Us and this policy govern.

Obligations of Insured

Relating to benefits covered by this policy, an Insured must:

- immediately notify Us of any potential causes of action or claims for a recovery that the Insured may have against a third party;
- notify Us of any agreement with a third party;
- provide Us with a copy of any summons, complaint, or other process served in any lawsuit in which the Insured seeks a recovery;
- provide Us with a copy of any agreement with a third party;
- immediately notify Us of any settlement offer regarding a potential recovery or any payment made pursuant to an agreement;
- obtain written consent from Us before entering into any agreement with a third party involving a potential recovery;
- cooperate and assist Us in enforcing Our subrogation and reimbursement rights;
- provide any information as may be requested by Us related to Our subrogation and reimbursement rights;
- assist Us in any action against any third party; and

- upon Our request, execute a subrogation agreement, assignment of recoveries, and/or reimbursement agreement in Our favor.

If a third party pays the Insured directly based on an agreement, the Insured must reimburse Us the amount of any payments We previously made to the Insured (or for which We may have future responsibility) with respect to Injury covered by this policy. The Insured must hold any recovery or payment (including amounts paid for future medical expenses) and any right of recovery against the third party in trust for Us.

An Insured may not take any action to prejudice Our rights under the policy.

Our Rights

We may:

- take action against any party (including, but not limited to, an attorney or trust) in possession of property or funds awarded or paid as a result of the Insured's Injury if such property or funds should be or should have been paid to Us under this Reimbursement/Subrogation section;
- seek a temporary restraining order against any party to prevent disbursement of any property or funds to which We have a right;
- seek restitution in equity (through the imposition of a constructive trust for Our benefit) from any party for the full amount of benefits paid by Us or for which We may have future responsibility;
- invoke equitable remedies as may be necessary to enforce the terms of the policy, including, but not limited to, specific performance, restitution and the imposition of an equitable lien and/or constructive trust, as well as injunctive relief;
- refuse to pay benefits to an Insured if the Insured fails to comply with this Reimbursement/Subrogation section, fails to cooperate with Us in regard to Our subrogation and reimbursement rights, or refuses to execute and deliver any papers that We may require in furtherance of Our subrogation and reimbursement rights;
- if the Insured fails to reimburse Us as provided in this Subrogation/Reimbursement section, offset any future benefits otherwise payable to or on behalf of the Insured, until the amount required to be reimbursed under the policy is fully offset;
- if the Insured receives a third party payment relating to expenses or benefits paid or payable by the policy, suspend all further benefit payments related to the Insured until the reimbursable portion is returned to Us or offset against amounts that would otherwise be paid to or on behalf of the Insured; and
- if an Insured fails or refuses to comply with this Reimbursement/Subrogation section, terminate the Insured's coverage.

We legally succeed the Insured's right of recovery against a third party up to the amount of benefits We have paid (or for which We may have future responsibility) with respect to the Insured's Injury. We have first priority on any money recovered from the third party, including, but not limited to, any amounts paid for medical costs over the uninsured or underinsured motorist's coverage, medical malpractice or any liability plan. Our contractual right to reimbursement is in addition to and separate from equitable subrogation. Our contractual right of reimbursement may be enforced under the same terms as discussed in this Reimbursement/Subrogation section.

If the Insured is a minor, We have no obligation to pay benefits related to Injury caused by a third party until after the Insured's legal representative obtains valid court recognition and approval of Our 100%, first-dollar subrogation and reimbursement rights on all recoveries, as well as approval for the execution of any papers necessary for the enforcement of these rights.

If We file suit to enforce Our right to recover from the Insured, We reserve the right to be reimbursed for Our court costs and attorneys' fees in relation to the suit.

Priority; Other Legal Doctrines

If a third party makes any payment to the Insured, the Insured's attorney, or a trust for the Insured's benefit, the payment must first be used to provide equitable restitution to Us, to the full extent of expenses or benefits paid by or payable under the policy. Our priority applies despite other legal doctrines or theories. Our rights of subrogation and reimbursement under this Reimbursement/Subrogation section are not affected, reduced, or eliminated by the make-whole doctrine, the common fund doctrine, the doctrine of comparative fault theory, or any other legal

doctrine or theory. We expressly reject the common fund doctrine with regard to attorneys' fees. Our rights are not affected, reduced, or eliminated by any allocation that purports to allocate recovery amounts in whole or in part to nonmedical damages.

POLICY TERMINATION

We may terminate this policy at any time. We will give at least 45 days notice before termination.

The Policyholder may terminate this policy at any time. If the Policyholder fails to pay premiums when due or within the grace period, We will consider notice to have been given to terminate this policy on the date premium was due.

Policy termination will not affect a claim for a loss due to an Accident that occurred while this policy was in effect.

CONFORMITY WITH STATE STATUTES

Any provision of this policy in conflict with the laws of the state where it is issued on the Policy Effective Date is amended to conform to the minimum requirements of such laws.

LEGAL ACTIONS

No legal action to recover under this policy can be brought for at least 60 days after We have been given written proof of loss. No legal action can be brought after five years from the time written proof of loss is required to be given to Us.

CERTIFICATES OF INSURANCE

We will deliver a certificate of insurance to the Policyholder for delivery to the Insured, in those states in which it is required. Each certificate will list the benefits, conditions, and limits of this policy

DEFINITIONS

The following capitalized terms have the meaning assigned to them in this section. The assigned definitions apply to both the singular and plural forms of the defined term.

Accident means an unexpected and unintended event, independent of sickness and all other causes, which:

- causes Injury to an Insured; and
- occurs within the Scope of Coverage.

Ambulance Service (Air) means the service provided:

- by means of a fixed or roto-winged aircraft equipped with life support and medical apparatus; and
- for the primary purpose of transporting an Insured to or from the Hospital where treatment is given.

Ambulance Service (Surface) means the service provided:

- by a commercial or municipal ground ambulance service; and
- for transporting an Insured to or from the Hospital where treatment is given.

Allowable Expense means a Medical Expense otherwise payable under the policy that is not in excess of the 80th percentile identified on Context4HealthCare (the "Database"). When there is, in Our determination, minimal data available from the Database for a Medical Expense, We will determine the amount to pay by calculating the unit cost for the applicable service category using the Database and multiplying that by the relative value of the Medical Expense based upon a commercially available relative value scale selected by Us. In the event of an unusually complex medical procedure, a Medical Expense for a new procedure or a Medical Expense that otherwise does not have a relative value that is in Our determination applicable, We will assign a relative value. The Medical Expenses We pay may not reflect the actual charges of a provider and does not take into account the provider's training, experience or category of licensure. A provider may charge the Insured the difference between what the provider charges and the amount We pay under the policy. The Database will be updated by us as information becomes available from the supplier, up to twice each year. We may modify the Database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the Database with another database or databases of comparable purpose, with or without notice.

Ambulatory Surgical Center means a surgical or medical center which:

- has permanent facilities for surgery;
- has an organized medical staff of Physicians and graduate registered nurses (R.N.);
- is authorized by law in the jurisdiction in which it is located to perform surgical services; and
- is licensed (if no license is required, officially approved) under the law.

Benefit Period means the period of time, as stated in the Schedule, from the date of the Injury within which benefits will be paid.

Controlled Substance means any drug or substance, other than alcohol, having the capacity to affect behavior and that is regulated by law with regard to possession and use.

Home Health Care means nursing care and treatment, to an Insured Person in his/her home, which is part of an overall extended treatment plan and; (a) is required for progressive and positive improvement of the Insured Person's medical condition; or (b) is necessary to provide care and treatment that cannot be self administered for a Catastrophically Disabled Insured Person. To qualify for Home Health Care:

- the plan must be established and approved in writing by the attending Doctor, including certification in writing by the attending Doctor that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and
- nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and
- Home Health Care services must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be preceded by a Hospital or Extended Care Facility or Rehabilitation Facility confinement of five (5) days or more.

Home physical, speech, and occupational therapies will be covered when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Doctor.

No benefits will be paid for Home Health Care services which are provided by a member of the Insured Person's Immediate Family or by an individual who resides with the Insured Person, unless specifically agreed to by the Company. Home Health Care does not include Custodial Care Expense.

Hospital means an institution which:

- is operated pursuant to law;
- is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- is under the supervision of a staff of Physicians;
- provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.); and
- has medical, diagnostic and treatment facilities, with major surgical facilities on its premises or available to it on a prearranged basis.

Hospital does not include:

- a clinic or facility for:
  - convalescent, custodial, educational or nursing care;
  - the aged, drug addicts or alcoholics;
  - rehabilitation; or
- a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
  - the services are rendered on an emergency basis; and
  - the individual has a legal liability to pay for the services given in the absence of insurance.

Immediate Family Member means a spouse or a child, parent, grandparent, brother or sister of the Insured, step-relatives in these same categories, or a person who reared the Insured, or a person whom the Insured reared.

Injury means bodily harm which:

- requires treatment by a Physician;
- results in loss due to an Accident, independent of sickness and all other causes; and
- occurs within the Scope of Coverage.

Insured means a person:

- who is eligible for insurance under the terms of the policy; and
- for whom proper premium has been paid.

Intensive Care Unit means a section, ward, or wing within a Hospital which is separated from other Hospital facilities and:

- is operated exclusively for the purpose of providing professional treatment for critically ill or Injured patients;
- has special supplies and equipment necessary for such treatment which is available on a standby basis for immediate use;
- provides room and board, and constant observation by registered graduate nurses or other specialty trained Hospital personnel; and
- is not maintained for the purpose of providing normal post-operative recovery treatment or service.

Intoxicated, intoxication means the Insured's condition as determined and defined by the laws in the jurisdiction in which the loss or cause of loss was incurred; (for the purposes of this exception, the laws governing the operation of motor vehicles while intoxicated will apply to any activity occurring at the time of the accident.)

Laboratory Tests means laboratory procedures identified in Physician Current Procedural Terminology (CPT) as codes 80000- 89999 inclusive.

Loss of a Foot means Severance above the ankle.

Loss of a Hand means Severance at or above the wrist.

Loss of Hearing means total and permanent loss of hearing which cannot be corrected by any means.

Loss of Sight means the total, permanent loss of sight of the eye or eyes. 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 a Thumb and Index Finger of the same hand means Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand) from the same Accident.

Loss Period means the period of time stated in the Schedule from the date of an Accident within which the Insured must seek initial treatment for an Injury or death or Specific Loss must occur.

Maximum Benefit Amount means the total benefits payable under an applicable benefit provision. The Maximum Benefit Amount is shown in the Schedule.

Medical Expenses means expenses incurred for Medically Necessary services and supplies. Medical Expenses are incurred on the date the service or supply is rendered or provided.

Medically Necessary, Medical Necessity means care 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:

- consistent with the diagnosis and treatment of the loss;
- appropriate with the standards of good medical practice;
- not solely for the convenience of the Insured;
- the most appropriate supply or level of service which can be safely provided; and
- not considered experimental or investigative.

Nurse means a professional, licensed, graduate registered nurse (RN), a professional, licensed practical nurse (LPN) or a certified registered nurse anesthetist (CRNA).

Nurse Practitioner means a licensed registered nurse who has received special training for diagnosing and treating routine or minor ailments.

Off-season Physical Conditioning means a physical conditioning activity that is

- not the play or practice of the insured sport;
- officially sanctioned by the Policyholder; and
- scheduled and supervised by a regularly employed coach or trainer.

Orthopedic Appliances means braces and appliances that:

- are prescribed by a Physician;
- are primarily and customarily used to serve a medical purpose;
- can withstand repeated use; and
- are Medically Necessary.

Other Insurance Plan means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for injuries or diseases related to the Insured's job to the extent that the Insured actually receives benefits under a workers compensation law. If the Insured enters into a settlement to give up the Insured's rights to recover future medical expenses under a workers compensation law, this policy will not pay those medical expenses that would have been payable except for that settlement; or
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid and Tricare.

Outpatient Surgical Center means a surgical or medical center which has:

- permanent facilities for surgery;
- organized medical staff of Physicians and Nurses; and
- is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under law.

Physician means a legally qualified physician, Nurse Practitioner or Physician's Assistant practicing within the scope of his or her license; and recognized as a physician in the state where services are rendered. Physician does not include:

- the Insured; or
- an Immediate Family Member; or
- a person living with the Insured; or
- a person employed or retained by the Policyholder.

Physician's Assistant (PA) means a medical professional, other than the Insured, who is trained and licensed to provide basic medical services under the direction of a Physician.

Pre-Existing Condition means any condition for which an Insured has received care, diagnosis or advice from a Physician or of which symptoms were manifested within 12 months before being covered by this policy.

Prescription Drugs means drugs which:

- under Federal law may only be dispensed by written prescription; and
- are approved for general use by the Food and Drug Administration.

School means the participating school or school district where the Insured is enrolled. The school must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate school.

Scope of Coverage means insurance coverage limited to a loss which:

- is within the scope of the risks specified in the INSURED RISKS section of this policy;
- is specified in the DESCRIPTION OF BENEFITS section of this policy;
- occurs during the Loss Period for the loss incurred specified in the Schedule, if any; and
- occurs while this policy is in effect.

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

Sponsored and Supervised Activity means a Policyholder authorized function:

- in which the Insured participates; and
- which is organized by or under its auspices and sanctioned by the appropriate governing authority; and
- which is within the scope of customary activities for such entity.

We, Our, Us means Mutual of Omaha Insurance Company.

X-ray means those procedures identified in Physician Current Procedural Terminology (CPT) as codes 70000-79999 inclusive.

THIS IS A BLANKET LIMITED ACCIDENT ONLY POLICY.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

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

Mutual of Omaha Insurance Company

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175

EXTENSION OF BENEFITS RIDER

This rider is made a part of the Policy or Certificate to which it is attached. It is subject to all parts of the Policy or Certificate not in conflict with this rider.

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

DEFINITIONS

Total Disability or Totally Disabled means the Covered Person is completely and continuously unable to perform any work or engage in any occupation due to an Injury.

BENEFIT

If a Covered Person is Totally Disabled on the date the Covered Person's coverage terminates, benefits are payable for the Injury that caused the Total Disability on the same basis as if coverage did not terminate. In no event, however, will benefits be paid more than 90 days after the date of termination.

MUTUAL OF OMAHA INSURANCE COMPANY

Richard C. Anderl

General Counsel and
Corporate Secretary