
**YOUR GROUP
VOLUNTARY TERM LIFE
BENEFITS**

Coconino Community College

Effective January 1, 2006

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Coconino Community College
2800 S. Lone Tree Rd.
Flagstaff, AZ 86001

CLAIM ASSISTANCE

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

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

When contacting the Company please have your policy number available. Your policy number is GVTL-537D.

BENEFITS SUMMARY

Coconino Community College

GVTL-537D

Effective: January 1, 2006

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

Who is Covered:.....All eligible employees

Guaranteed Issue Limit:

For You:\$100,000

For Your Spouse:\$50,000

For Your Dependent Child:.....All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require evidence of good health.

Life Insurance Benefit for You:Amounts from \$10,000 to \$500,000
in \$10,000 increments. In no event shall
Life Insurance Benefits exceed
five times your Annual Salary

Reductions:Benefits reduce at a specified age

**Life Insurance Benefit for Your
eligible dependents:**

Spouse.....Your lawful spouse can be insured for
amounts of life insurance from
\$5,000 to \$100,000 in \$5,000 increments

Child(ren).....Your eligible dependent children
can be insured for amounts of life insurance
from \$2,000 to \$10,000 in \$1,000 increments

Note: In no event shall the dependent spouse's and/or dependent child(ren)'s Life Insurance Benefit exceed 50% of your Life Insurance Benefit.

Minimum Work Hours Required:.....30 hours each week

Eligibility Waiting Period:

You are eligible for insurance under this Policy, provided You are eligible for life insurance under an Other Group Plan.

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appear in the following order.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-537D (policy) has been issued to Coconino Community College (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

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

SCHEDULE

Guaranteed Issue Limit:

For You: \$100,000

For Your Spouse: \$50,000

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require evidence of good health.

**Life Insurance Benefits
For You**

You can be insured for amounts of life insurance from \$10,000 to \$500,000 in \$10,000 increments. In no event shall Life Insurance Benefits exceed five times Your Annual Salary.

Facility of Payment Amount.....*\$250

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

Annual Salary means Your basic Annual Salary or rate of pay as verified by the Policyholder’s pay records and premiums We have received. It does not include overtime, bonus or other additional pay.

Life Insurance Benefits will be reduced as follows:

If You are age:	The Amount of Life Insurance will reduce to:
70	65%
75	45%
80	30%
85	20%
90	15%

This reduction will be made on the first day of the Policy month which coincides with or follows the day You attain the specified age.

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

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the Portability provision will end on the date You attain age 70.

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

Living Benefits Option

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

**For Dependent Spouse
(Under Age 70)**

Your lawful spouse can be insured for amounts of life insurance from \$5,000 to \$100,000 in \$5,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.

**For Dependent Children
(Age 14 Days to 19 Years-
25 Years if Full-time Student)**

Your eligible dependent children can be insured for amounts of life insurance from \$2,000 to \$10,000 in \$1,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Life Insurance Benefit.

NOTE: The amount for which You and Your dependents are insured is shown on the **Certificate Validation Form.**

EMPLOYEE ELIGIBILITY

Life Insurance Benefits

Definitions

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

Active Employment or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 30 or more hours each week. This does not include Disabled employees.

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

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

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

- (a) a regular paid holiday or day of vacation; or
- (b) a regular or scheduled non-working day;

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

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

Confinement Rule

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

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

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

2. If an eligible Employee is not confined and not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.

Employee means a person who receives compensation from the Policyholder for work performed for the Policyholder. An Employee will not include a person who is unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

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

- (a) pursuant to an independent contractor relationship with the Policyholder;
- (b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;
- (c) who receives income which is reported by the Policyholder on IRS form 1099;
- (d) while outside the United States for any period in excess of 12 consecutive months, unless approval has been received from the Home Office;
- (e) on a seasonal basis; or
- (f) on a temporary basis.

Guarantee Issue means the amount of insurance applied for which does not require evidence of good health.

Life Event means only the following:

- (a) the Employee becomes married or divorced;
- (b) the Employee has a natural-born child, adopts a child or acquires a stepchild or foster child;
- (c) the Employee's spouse's life coverage under another employer's group plan ends because the spouse's employment is terminated; or
- (d) the Employee's dependent spouse dies.

Other Group Plan means basic group life insurance issued to the Policyholder by Us or another insurance company.

Eligible Employees

You are eligible for insurance under this Policy, provided You are eligible for life insurance under an Other Group Plan.

When Insurance Begins

An eligible Employee must request insurance by:

- (a) properly completing and signing an enrollment form acceptable to Us; and
- (b) submitting the form to the Policyholder.

For Amounts of Insurance NOT in Excess of the Guarantee Issue Limit

If an Employee's properly completed and signed enrollment form is received on, before or within 31 days following the day the Employee becomes eligible, the Employee will become insured on the first day of the Policy month which coincides with or follows the later of:

- (a) the day the Employee becomes eligible; or
- (b) the date the enrollment form is properly completed and signed by the Employee;

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

For Amounts of Insurance in Excess of the Guarantee Issue Limit

The Employee will become insured on the first day of the Policy month which coincides with or follows the day We approve the statement of physical condition or other evidence of good health for the amount of life insurance applied for which is in excess of the guarantee issue limit as shown in the **Schedule**, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

Evidence of Good Health

If an Employee's properly completed and signed enrollment form is received more than 31 days after the Employee becomes eligible, the Employee must provide Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

Reinstatement of Insurance

If an eligible Employee wants to reinstate insurance after the Employee voluntarily let insurance lapse, the Employee must provide evidence of good health to Us. If such evidence is acceptable to Us, We will determine the day insurance is reinstated.

When Your Amount of Insurance Changes

Any increase in the amount of Your insurance will take effect:

- (a) on the first day of the Policy month which coincides with or follows the day of the change, if We do not require a statement of physical condition or evidence of good health; or
- (b) on the first day of the Policy month which coincides with or follows the day We approve the statement of physical condition or evidence of good health, if such statement or evidence is required;

provided You are Actively Working on that day. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. If You are not Actively Working on the day the increase in insurance would otherwise take effect, the insurance will begin on the first day of the Policy month which coincides with or follows the day You return to Active Work.

If You want to change Your amount of life insurance due to a Life Event, You must make written request for such change within 31 days of the Life Event. Evidence of good health is not required if the Amount of Life Insurance does not exceed the Guarantee Issue Amount shown in the **Schedule**.

You cannot increase the amount of Your insurance after the day You are no longer Actively Employed. Any decrease in the amount of Your insurance will take effect at midnight on the last day of the month for which premium is paid. The amount of Your insurance cannot be decreased to an amount less than \$10,000. Any reductions due to age, as shown in the **Schedule**, will still apply.

When Your Insurance Ends

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

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

Exceptions to When Your Insurance Ends

1. Continuation Due to Layoff or Leave of Absence

Your insurance will continue subject to payment of premium until the last day of the month in which You have been laid off or go on a leave of absence approved by the Policyholder.

When Continuation Due to Layoff or Leave of Absence Ends

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

- (a) the day this Policy terminates;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day You return to Active Employment or begin employment with an employer other than the Policyholder.

If You are eligible to continue Your insurance under this provision, You will not be eligible for the **Portability** provision.

2. Continuation of Life Insurance Benefits Due to Total Disability (Waiver of Premium)

If You are Totally Disabled, Your Life Insurance Benefits will be continued without payment of premium provided:

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

Initial Proof: You must notify Us in writing of Your Total Disability during the disability elimination period. Satisfactory proof must be submitted to Us by the third month of disability, or as soon as reasonably possible after the third month. You will be notified by Us if this proof is not acceptable. You may elect the **Conversion Privilege** if You are no longer eligible for **Continuation of Life Insurance Benefits Due to Total Disability**.

Subsequent Proof: Periodically, You must submit proof at Our request that You are still Totally Disabled. This will be at Your expense. You will be notified by Us if this proof is not acceptable. You may elect the **Conversion Privilege** if You are no longer eligible for **Continuation of Life Insurance Benefits Due to Total Disability**.

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

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

Disability Elimination Period

Subject to continued payment of premium, Your insurance will continue during the disability elimination period as long as You remain Totally Disabled. The disability elimination period is the nine consecutive months of Total Disability beginning on the date You first become Totally Disabled.

If You die during the disability elimination period, and We determine that You were Totally Disabled on the day before the date of Your death, benefits under this Policy will be paid to Your beneficiary.

If the Policy terminates during the disability elimination period You will be offered the **Conversion Privilege** also. In many cases, You may not qualify for life insurance under the new carrier's eligibility requirements, such as actively at work requirements. The **Conversion Privilege** assures that life insurance benefits will be available in the event Your proof of Total Disability is not approved by Us or if You do not qualify under the new carrier's requirements.

If a conversion policy has been issued to You, We will pay benefits under the **Continuation of Life Insurance Benefits Due to Total Disability** provision:

- (a) upon Our acceptance of Your proof of Total Disability in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision; and
- (b) upon Your death during the disability elimination period;

only if the conversion policy is surrendered or terminated without claim. We will refund all paid conversion policy premiums if Your conversion policy is surrendered or terminated for this reason.

If You are eligible to continue Your insurance under this provision, You will not be eligible for coverage under the **Portability** provision.

When Continuation of Life Insurance Due to Total Disability Ends

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

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

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

3. Portability

If Your insurance ends prior to age 70 because:

- (a) the Policyholder withdraws insurance and does not obtain similar group coverage within 31 days;
- (b) Your employment with the Policyholder ends;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Policy;

You may continue insurance under the Policy without giving information about Your health, subject to the following conditions.

Conditions

- (a) You must make written request to continue your life insurance;
- (b) You may elect amounts of insurance up to the amounts that were then in effect;
- (c) You must submit Your written request and Your first premium to Us within 31 days after Your insurance ends;
- (d) Ported coverage will not exceed \$500,000 under all group life plans issued by Us, combined;
- (e) Ported coverage will not exceed \$500,000 under all group accidental death and dismemberment plans issued by Us, combined;
- (f) You cannot increase the amount of insurance while coverage is being continued under this Policy.

See Your employer for the cost of continued insurance.

If You are eligible to continue Your insurance under this provision, You will not be eligible for the **Continuation of Life Insurance Benefits Due to Total Disability (Waiver of Premium)** provision.

This **Portability** provision applies to Life Insurance Benefits.

We may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- (a) changes occur in the coverage levels;
- (b) changes occur in the overall use of benefits by all insureds who elected portability;
- (c) changes occur in other risk factors; or
- (d) a new law or change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Our underwriting risk studies. We will notify the insured in writing at least 31 days before a premium rate is changed.

When Portability Ends

Your insurance will end under the **Portability** provision at midnight at the main office of the Policyholder on the earliest of:

- (a) the day You become 70 years of age;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
- (d) the day the Trust Policy is cancelled (a group policy issued to the Elect Life Trust).

When Portability ends, You may qualify for conversion coverage. Refer to the **Conversion Privilege** section under this Policy.

If You die within the 31-day period during which You would have been entitled to elect **Portability**, We will pay the amount of group life insurance You were entitled to continue.

RIDER

FAMILY AND MEDICAL LEAVE (As Federally Mandated)

This Rider is made a part of Group Policy GVTL-537D.

This Rider is effective on the latest of:

- (a) the effective date of the Policy;
- (b) the day You become insured under the Policy; or
- (c) the date required by Federal law.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

Definitions

Serious Health Condition has the meaning set forth in the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to the FMLA).

Family and Medical Leave

If You become eligible for a family or medical leave of absence in accordance with the FMLA, Your insurance coverage may be continued on the same basis as if You were Actively at Work for up to 12 weeks during a 12 month period, as defined by the Policyholder, for any of the following reasons:

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

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

Conditions

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence for any reason other than Your own Serious Health Condition, You will be considered Actively at Work. However, if You were covered under any prior policy or plan maintained by the Policyholder on the day before Your insurance is to begin, the amount of Your insurance benefits under this Policy will not exceed the amount of benefits that would have been payable under such prior policy or plan.

2. If You begin an FMLA leave of absence after You have been insured under this Policy, the amount of Your insurance benefits will be the same as Your benefits prior to Your FMLA leave, subject to any reductions in benefits in accordance with the terms of the Policy.
3. You are eligible to continue coverage under FMLA if:
 - (a) You have worked for the Policyholder for at least one (1) year;
 - (b) You have worked at least 1,250 hours over the previous 12 months;
 - (c) The Policyholder employs at least 50 employees within 75 miles from Your worksite; and
 - (d) You continue to pay any required premium for Yourself and any eligible dependents in a manner determined by the Policyholder.
4. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the Policy during the time You were not insured. You and any eligible dependents will not be subject to any evidence of good health requirement provided under the Policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
5. You and Your eligible dependents are subject to all conditions and limitations of the Policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
6. If requested by Us, You or the Policyholder must submit proof acceptable to Us that Your leave is in accordance with FMLA.
7. This FMLA continuation is concurrent with any other continuation option.
8. FMLA continuation ends on the earliest of:
 - (a) the day You return to work;
 - (b) the day You notify the Policyholder that You are not returning to work;
 - (c) the day Your coverage would otherwise end under the Policy; or
 - (d) the day coverage has been continued for 12 weeks.

Important Notice

Contact the Policyholder for additional information regarding FMLA eligibility.

DEPENDENT ELIGIBILITY

Life Insurance Benefits

Definitions

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

Dependent means:

- (a) Your lawful spouse who is less than age 70;
 - (b) Your child who is:
 - (1) natural-born;
 - (2) legally adopted;
 - (3) a stepchild living in Your home; or
 - (c) a child:
 - (1) You are raising as Your own child;
 - (2) who is living in Your home and chiefly dependent on You for support; and
 - (3) for whom You have full parental responsibility and control;
- all as indicated by evidence acceptable to Us.

The term Dependent does not include:

- (a) anyone insured under this Policy as an Employee;
- (b) anyone who is in the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (c) Your divorced or legally separated spouse;
- (d) Your married child(ren);
- (e) Your child who has been legally adopted by another person;
- (f) any child who has attained the Limiting Age; or
- (g) a child:
 - (1) temporarily living in Your home;
 - (2) placed in Your home by a social service agency which retains control over the child; or
 - (3) who has a natural parent in a position to exercise or share parental responsibility and control.

Guarantee Issue means the amount of insurance applied for which does not require evidence of good health.

Life Event means only the following:

- (a) the Employee becomes married or divorced;
- (b) the Employee has a natural-born child, adopts a child or acquires a stepchild or foster child;

- (c) the Employee's spouse's life coverage under another employer's group plan ends because the spouse's employment is terminated; or
- (d) the Employee's Dependent spouse dies.

Limiting Age means:

- (a) the child's 19th birthday; or
- (b) the child's 25th birthday, if the child is attending an accredited high school, trade school, college or university as a full-time student.

Eligible Dependents

Your Dependent becomes eligible on the later of:

- (a) the day You become eligible under this Policy; or
- (b) the day You acquire Your Dependent.

To insure Your Dependent under this Policy, You must be insured. If Your insurance ends, any Dependent insurance will also end.

Your newborn child, born while You are insured under this Policy, is eligible for insurance from birth. Benefits will begin at the age of 14 days as shown in the **Schedule**.

When both parents of a child are insured under this Policy as Employees, the child can only be insured as a Dependent of one parent.

When Dependent Insurance Begins

If an Employee wants to insure a current or newly acquired eligible Dependent, the Employee must request Dependent insurance by:

- (a) properly completing and signing an enrollment form acceptable to Us that includes information regarding each Dependent for whom insurance is requested; and
- (b) submitting the form to the Policyholder.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. The Employee must apply for the same amount of insurance for each eligible Dependent child. It is not required that You insure both Your spouse and Dependent children.

We will require a statement of physical condition or evidence of good health if coverage applied for is in excess of the Guarantee Issue Limit shown in the **Schedule**.

For Amounts of Insurance NOT in Excess of the Guarantee Issue Limit

If an Employee's properly completed and signed enrollment form for Dependent insurance is received on, before or within 31 days following the day the Employee becomes eligible, the Dependent will become insured on the later of:

- (a) the day the Employee becomes insured; or
- (b) the date the enrollment form is properly completed and signed by the Employee;

provided the Dependent is not confined or disabled (as described in the Confinement/Disability Rule) on that day.

For Amounts of Insurance in Excess of the Guarantee Issue Limit

The Dependent will become insured on the first day of the Policy month which coincides with or follows the day We approve the statement of physical condition or other evidence of good health for the amount of life insurance applied for which is in excess of the Guarantee Issue Limit, provided the Dependent is not confined or disabled (as described in the Confinement/Disability Rule) on that day.

Evidence of Good Health

If You make a request to insure a Dependent after the 31-day limit, You must provide Us with a statement of physical condition or evidence of good health for the Dependent. If such evidence is acceptable to Us, We will determine the day insurance begins.

Reinstatement of Insurance

If You want to reinstate insurance for Your Dependent after You have voluntarily let the Dependent's insurance lapse, You must provide a statement of physical condition or evidence of good health of the Dependent to Us. If such evidence is acceptable to Us, We will determine the day insurance is reinstated.

Confinement/Disability Rule

Insurance for a Dependent who is:

- (a) confined in a Hospital due to an Injury or Sickness;
- (b) confined in any institution or facility (other than a Hospital) due to an Injury or Sickness;
- (c) confined at home or elsewhere due to an Injury or Sickness and under the supervision of a Physician; or
- (d) Disabled either physically or mentally, to the extent of:
 - (1) being unable to perform all of the usual and customary duties and activities (the "normal activities") of a person of the same age and sex who is in good health; and/or
 - (2) not being able to engage in any work or occupation for wages or profit;

will not take effect in the case of paragraphs (a), (b) or (c) above, until such confinement ends and/or is no longer medically necessary, as determined by Us and/or an independent medical review arranged by Us, and in the case of paragraph (d) above, until the full resumption of all normal activities and/or return to active work.

The Confinement/Disability Rule does not apply to Your eligible Dependents:

- (a) insured under a group life plan sponsored by the Policyholder on the day immediately preceding the effective date of this Policy; and
- (b) insured by Us on the effective date of this Policy.

Change in the Amount of Dependents Insurance

Any change in the insurance of a Dependent who is confined or disabled (as described in the Confinement/Disability Rule) will take effect as follows:

- (a) in the event of an increase in coverage, and if the Dependent is not confined or disabled (as described in the Confinement/Disability Rule):
 - (1) on the first day of the Policy month which coincides with or follows the day of the change if We do not require a statement of physical condition or evidence of good health; or
 - (2) on the first day of the Policy month which coincides with or follows the day We approve of the statement of physical condition or evidence of good health, if such evidence is required;
- (b) in the event of a decrease in coverage, on the day of the change.

The Employee cannot increase the amount of Dependent insurance after the date the Employee is no longer actively employed.

When Dependent Insurance Ends

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

- (a) the day this Policy ends;
- (b) the day the Dependent spouse attains age 70;
- (c) the day any premium contribution for Dependent insurance is due and unpaid;
- (d) the day before a Dependent enters the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (e) the day Your insurance is continued without payment of premium under the **Continuance of Life Insurance Benefits Due to Total Disability (Waiver of Premium)**;
- (f) the day Dependent insurance under this Policy ends because of lack of participation;
- (g) the day Your insurance ends; or
- (h) the last day of the Policy month in which the Dependent is no longer eligible.

Handicapped Child

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

- (a) insured under this Policy immediately prior to attaining the Limiting Age;
- (b) continuously insured under this Policy from the day the child attains the Limiting Age;
- (c) chiefly dependent on You for support; and
- (d) not capable of self-sustaining employment;

as indicated by evidence acceptable and received by Us no later than 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the **When Dependent Insurance Ends** provision, without application of the Limiting Age requirement.

Portability

1. If You elect to continue insurance under the **Portability** provision of the Policy, You may also elect Portability for Your Dependents without giving Us information about their health, subject to the Conditions outlined below.
2. In addition, a Dependent spouse who is no longer eligible under this Policy (including but not limited to divorce or the employee's death) may elect to continue coverage under this **Portability** provision for themselves and their eligible Dependents, subject to the Conditions outlined below.

Conditions

- (a) Your spouse must be less than age 70;
- (b) You or Your spouse must make written request to continue your Dependent's life insurance benefits;
- (c) Dependents may elect amounts of insurance up to the amounts that were then in effect;
- (d) the written request and first premium must be submitted to Us within 31 days after the Dependent's insurance ends;
- (e) Portable coverage will not exceed \$250,000 under all group life plans issued by us, combined;
- (f) Portable coverage will not exceed \$250,000 under all group accidental death and dismemberment plans issued by us, combined;
- (g) Dependent's insurance cannot be increased while coverage is being continued under the Policy.

A Dependent Child may be eligible for insurance (Portability) under this provision with either parent, but not both.

See Your employer for the cost of continued insurance.

This **Portability** provision applies to Life Insurance Benefits.

We may change premium rates for continued coverage under this provision at any time for reasons which affect the risk assumed, including those reasons shown below:

- (a) changes occur in the coverage levels;
- (b) changes occur in the overall use of benefits by all insureds who elected portability;
- (c) changes occur in other risk factors; or
- (d) a new law or change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Our underwriting risk studies. We will notify the insured in writing at least 31 days before a premium rate is changed.

When Portability Ends

Insurance for Dependents will end under this **Portability** provision at midnight at the main office of the Policyholder on the earliest of:

- (a) the day Dependent spouse becomes 70 years of age;

- (b) the day Dependent reaches the Limiting Age;
- (c) the day any premium contribution for Dependent insurance is due and unpaid;
- (d) the day before a Dependent enters the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
- (e) the day the Trust Policy is cancelled (a group policy issued to the Elect Life Trust).

LIFE INSURANCE BENEFITS

For You

Benefits

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

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

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

Mode of Payment

We will pay benefits in a lump sum.

Beneficiary or Mode of Payment Change

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

Facility of Payment

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

Conversion Privilege

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

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.
- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
 - (1) Your class of risk; and

(2) Your age on the date the policy takes effect.

(d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

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

(a) \$2,000; or

(b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

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

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

(a) You terminate the conversion policy; or

(b) You submit, at Your own expense, evidence of good health acceptable to Us.

LIFE INSURANCE BENEFITS
For You - LIVING BENEFITS OPTION
(ACCELERATED BENEFITS)

Definition

Terminal Condition means an Injury or Sickness:

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

as determined by Us.

Benefits

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

Conditions

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

Exceptions

This **Living Benefits** provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or

(f) if the Master Policy terminates.

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

LIFE INSURANCE BENEFITS

For Your Dependents

Benefits

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

1. If your spouse dies, benefits will be paid to your spouse's estate.
2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

Facility of Payment

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

Conversion Privilege

If your dependent's Life Insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion;
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision (if provided in this policy); or
- (d) because the policy or class is discontinued (and your dependent is insured under the policy for at least five years before insurance ends);

your dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your dependent is subject to the following.

1. Your dependent may apply for any of our individual life insurance policies except term insurance. Your dependent may not apply for supplemental coverage.
2. Your dependent may apply for an amount which is not more than the amount of terminated life insurance. When life insurance ends because the policy or class is discontinued, your dependent may apply for an amount which is not more than the lesser of:
 - (a) the amount of the terminated life insurance, less the amount of any group life insurance for which your dependent becomes eligible within 31 days after termination; or
 - (b) \$3,000.00.

3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
 - (a) your dependent's class of risk; and
 - (b) your dependent's age on the date the conversion policy takes effect.
4. Your dependent must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

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

- (a) your dependent terminates the conversion policy; or
- (b) your dependent submits at his or her own expense, evidence of good health acceptable to us.

Extended Insurance

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

AMENDMENT RIDER

This rider is made a part of Group Policy GVTL-537D.

This rider is effective the later of January 1, 2006, or the day You become insured under the Policy.

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

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

Exception

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

PAYMENT OF CLAIMS

How to File Claims

Before benefits are paid, we must be given a written proof of loss, as described below. Upon your death, your beneficiary or someone else must give us the proof.

Proof of Loss Requirements

1. First, a claim form is to be requested from the Plan Administrator or from us.

This request should be made:

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

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

2. Next, the claim form is to be completed and signed.
3. Finally, the claim form is to be returned to us. The claim form is due:
 - (a) within 90 days after the loss occurs; or
 - (b) as soon as reasonably possible.

When Claims are Paid

Policy benefits will be paid in accord with the Life Insurance Benefits provision as soon as we receive acceptable proof of loss.

CLAIM REVIEW AND APPEAL PROCEDURES

(As Federally Mandated)

For Group Policy GVTL-537D, this provision is effective the later of:

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

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 that 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 submitted to Us in writing, electronically, or orally and should include any additional information that the person submitting the claim believes should have been 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 without regard to whether such information was submitted or considered in the claim decision.

A 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.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

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

Changes in the Insurance Contract

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

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

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

Applications

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

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

Legal Actions

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

DEFINITIONS

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

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

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

Physician means any of the following licensed practitioners:

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

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

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

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

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

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

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

Group Policy Number GVTL-537D



MUTUAL *of* OMAHA

Publication Date: January 31, 2006