

MUTUAL OF OMAHA INSURANCE COMPANY

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

SAMPLE DOCUMENT
-For Discussion Purposes Only-

ACCIDENTAL DEATH INSURANCE POLICY

PLEASE REVIEW YOUR APPLICATION

Please review the attached copy of your application. If anything is incorrect or misstated, you must inform us right away. We issued your policy on the basis that all of the information shown in your application was correct and complete. If it is not, your policy may be void.

30-DAY RIGHT TO REVIEW POLICY

You have 30 days from the date of its delivery to review your policy. If during that time you are not satisfied with your policy, you may return it to us or to your agent, and we will promptly refund all premiums paid. We will consider the policy never to have been issued.

GUARANTEED RENEWABLE TO AGE 80

Your policy is guaranteed renewable until you reach *age 80*. This means you have the right to continue your policy until you reach *age 80*. Unless there has been a *material misrepresentation*, we cannot cancel your policy during that time as long as you pay the required premium before the end of each grace period.

PREMIUMS CAN CHANGE

We may change the premium for your policy. However, we cannot make any premium change unless we make the same change to all policies of this form issued to persons of the same *class*. We will give you 30 days advance written notice before any premium change. Your premium will not increase during the first five years following the *policy date*.

**This Is a Legal Contract Between You and Us.
READ YOUR POLICY CAREFULLY.
THIS IS AN ACCIDENT-ONLY POLICY WHICH DOES NOT PAY
BENEFITS FOR LOSS RESULTING FROM SICKNESS.**

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DEFINITIONS

Shown below are the defined terms used in your policy. To make these terms stand out, they are *italicized* wherever they appear in your policy.

Age 80 means the first *policy renewal date* that coincides with or next follows an *insured person's* 80th birthday.

Beneficiary means the person(s) or legal entity you named in your application or later written request to receive any benefits under this policy or any attached rider in the event of your death.

Class means persons with the same policy form, issue age, gender, family status, and type of coverage as yours. Such persons reside in the same geographic area of the state as you do.

[Common carrier means an entity that is licensed primarily to transport passengers for hire in any public land, air, or water conveyance.]

Dependent child means your child or your *spouse's* child who is insured in accordance with the DEPENDENTS PROVISIONS section.

Injury means bodily harm which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) results in loss independently of sickness and all other causes (except for sickness caused by the injury).

Insured person means you and, if insured under this policy, your *spouse* or *dependent child*.

Material misrepresentation means the failure to disclose information you were requested to disclose on your application which, if disclosed, would have caused us to deny issuing or reinstating your policy. Any material misrepresentation is subject to the **Time Limit on Certain Defenses** provision.

Policy date means the date coverage is effective under your policy as shown on the policy schedule.

Policy renewal date means the date your policy's premium is due. The frequency of the policy renewal date will vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, annual, or other basis.

Primary insured means the person named as the Insured on the policy schedule.

[Private automobile means a four-wheeled motor vehicle designed to carry passengers and travel on public streets and highways. A private automobile does not include a vehicle intended for public transportation or for hire.]

Spouse means the person to whom you are legally married and who is insured under this policy in accordance with the DEPENDENTS PROVISIONS section.

We, us, and our mean Mutual of Omaha Insurance Company.

You and your mean the person named as the Insured on the policy schedule, who is also the *primary insured*.

ACCIDENTAL DEATH BENEFIT

If, while insured under this policy, an *insured person* sustains an *injury* which results in death within 365 days following the date of the *injury*, we will pay the Accidental Death Benefit shown on the policy schedule.

The accidental death benefit for your *spouse* will be 100% of the amount payable for the *primary insured*.

The accidental death benefit for a *dependent child* will be 20% of the amount payable for the *primary insured*.

[COMMON CARRIER ACCIDENTAL DEATH BENEFIT]

[Your policy contains a common carrier accidental death benefit if such benefit is shown as applicable on the policy schedule. If the benefit is applicable, the following will apply:]

[If, while insured under this policy, an *insured person* sustains an *injury* while riding as a fare-paying passenger on a *common carrier* which results in death within 365 days following the date of the *injury*, we will pay a common carrier

accidental death benefit. The common carrier accidental death benefit is shown on the policy schedule. This benefit is payable in addition to the accidental death benefit.

A passenger does not include a person riding as an operator, pilot, or member of the crew.]

[AUTO/PEDESTRIAN ACCIDENTAL DEATH BENEFIT]

[Your policy contains an auto/pedestrian accidental death benefit if such benefit is shown as applicable on the policy schedule. If the benefit is applicable, the following will apply:]

[If, while insured under this policy, an *insured person* sustains an *injury*:

- (a) while driving or riding in any *private automobile*; or
- (b) when struck by any motor vehicle ordinarily operated on public streets and highways

and such *injury* results in death within 365 days following the date of *injury*, we will pay an auto/pedestrian accidental death benefit. The auto/pedestrian accidental death benefit is shown on the policy schedule. This benefit is payable in addition to the accidental death benefit.]

BENEFICIARY PROVISION

If you die as the result of an *injury*, we will pay any accidental death benefits:

- (a) to your *beneficiary*; or
- (b) to your estate if no *beneficiary* is named or living.

If your *spouse* or a *dependent child* dies as the result of an *injury*, we will pay any accidental death benefits due:

- (a) to you, if you are living; otherwise,
- (b) to your estate.

You may change your *beneficiary* in accordance with the **Change of Beneficiary** provision.

DEPENDENTS PROVISIONS

Your eligible dependents are covered under this policy only if you apply for coverage for them, we approve the application, and you pay the required premium.

ELIGIBILITY

Eligible dependents include:

- (a) your *spouse* who is under age 80;
- (b) any unmarried *dependent child* who is under age 26; and
- (c) any adopted child or any child placed with you for the purpose of legal adoption, who also qualifies as a *dependent child* under item (b).

NEWBORN CHILDREN AND ADOPTED CHILDREN

Any child of yours born while this policy is in force will be automatically insured from birth for 31 days or until the first day of the second month following birth, whichever is longer. Coverage for the newborn child will continue beyond the automatic coverage period without evidence of insurability if we receive a written or verbal request prior to the end of such period. You will need to pay any additional premium for *dependent child* coverage. Expiration of the automatic coverage period will not affect any claim incurred prior to the end of such period. Coverage will be subject to all provisions of this policy applicable to *dependent child* coverage.

Any child you adopt while this policy is in force will be automatically insured for 31 days or until the first day of the second month following the adoption or placement, whichever is longer. The automatic coverage period for such adoptive child will start at the beginning of the six-month adoption bonding period.

Coverage for the adopted child will continue beyond the automatic coverage period, without evidence of insurability, if you send us notice of the adoption and pay any required additional premium before the end of such period. Continuous coverage for the adopted child will end on the earlier of:

- (a) the date placement is disrupted prior to legal adoption and the child is removed from placement; or
- (b) the date coverage would otherwise end in accordance with your policy's TERMINATION section.

WHEN DEPENDENT CHILD INSURANCE ENDS

Coverage for a *dependent child* will end on the first of the following dates:

- (a) the first *policy renewal date* on or after the date he or she reaches age 26 (29 if a full-time student in an accredited college or university);
- (b) the date he or she gets married;
- (c) the date he or she meets any of the conditions of the TERMINATION section.

If we accept the additional dependent premium for this policy after the last *dependent child* reaches age 26 (29 if a full-time student in an accredited college or university) or after we receive notice that he or she is no longer a full-time student, coverage for such child will continue until the end of the period for which premium has been accepted. If we accept premium without notice of marriage or notice that the last *dependent child* is no longer a full-time student, it will be refunded.

If, on the date a *dependent child's* insurance would end because of reaching age 26 (29 if a full-time student in an accredited college or university), he or she is not capable of self-sustaining employment because of an intellectual disability or physical handicap, and is chiefly dependent upon you for support and maintenance, we will continue that child's coverage. Coverage will continue as long as your policy remains in force and the incapacity continues. We may ask prior to the date coverage for a *dependent child* is to end whether or not he or she is incapacitated. Unless you send us satisfactory proof of such incapacity within 60 days of our inquiry, we may terminate the child's coverage under this policy.

SPOUSE CONVERSION PRIVILEGE

If your *spouse's* coverage ends due to a divorce and we are still offering this policy form for sale, we will issue your former *spouse* his or her own 50AD policy. Your former *spouse* must pay the premium for the new policy within 60 days after the date of divorce. If at the time your marriage ends we no longer offer this policy form for sale, this provision will not apply and your *spouse's* coverage will terminate on the date of divorce.

SPOUSE CONTINUATION OF COVERAGE

Spouse coverage under this policy ends when your *spouse* reaches *age 80* and this policy is still in force. If this policy terminates because:

- (a) you reach *age 80*;
- (b) you die; or
- (c) you cancel coverage for yourself;

your *spouse* can continue this coverage if he or she is under *age 80*. To do so, your *spouse* must submit a request to become the policy's new *primary insured* and pay the required premium within 60 days after the *policy renewal date* which next follows the date your coverage ended.

EXCLUSIONS

Your policy pays benefits only for death resulting from *injuries*. We will not pay benefits for:

- (a) death that occurs while this policy is not in force;
- (b) death resulting directly or indirectly from disease or bodily infirmity;
- (c) death resulting from an act of declared or undeclared war;
- (d) death that occurs while serving in the armed forces;
- (e) death caused by intentionally self-inflicted *injury*, while sane or insane;
- (f) death caused by an *insured person's* suicide or attempted suicide, while sane or insane;
- (g) death resulting from an *insured person's* commission or attempted commission of a felony; or
- (h) death resulting from a moving vehicle accident occurring while an *insured person* is engaged in a contest of speed, organized or not.

TERMINATION

Your policy will end on the earliest of:

- (a) the date we receive your written or verbal request to cancel this policy, or any future date you specify in your request (in either case the grace period will not apply);
- (b) the *policy renewal date*, if the renewal premium was not paid before the end of the grace period;
- (c) the date you reach *age 80*, unless your eligible covered *spouse* submits a request to become the *primary insured*; or
- (d) the date you die, unless your eligible covered *spouse* submits a request to become the *primary insured*.

Spouse or *dependent child* coverage under your policy will end on the earliest of:

- (a) the date we receive your request to terminate your *spouse's* or *dependent child's* coverage (in which case the grace period will not apply);
- (b) the date you and your *spouse* divorce;
- (c) the date your *spouse* reaches *age 80*;
- (d) the date *dependent child* coverage ends as described in the **When Dependent Child Insurance Ends** provision;
- (e) the date your coverage ends; or
- (f) the date your *spouse* or *dependent child* dies.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. If we accept a premium after an *insured person* reaches *age 80*, coverage will continue for that person until the end of the period for which premium was accepted.

Termination of coverage will not affect any claim for benefits for an *injury* sustained while your policy was in force.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Written notice of a claim must be given to us within 20 days after a covered loss occurs or starts, or as soon as reasonably possible. You may give the required notice or someone else may do it for you. The notice should include your name and policy number. Notice should be mailed to us in Omaha, Nebraska.

CLAIM FORMS

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

PROOF OF LOSS

You must give us written proof of loss within 90 days after the onset of such loss. If it is not reasonably possible for you to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be given no later than 12 months from the time specified, unless you were legally incapacitated.

TIME OF PAYMENT OF CLAIMS

We will pay benefits for a covered loss as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

We will pay benefits to you, if you are living. In the event of your death, benefits will be paid to either your *beneficiary* or your estate, in accordance with the BENEFICIARY PROVISION section.

If any benefits are payable to your estate, to a minor or any person not legally able to give a valid release, we may pay up to \$1,000.00 to any relative of yours whom we find entitled to the payment. If we make a payment in good faith, we will be fully discharged to the extent of the payment.

TERM OF COVERAGE

Your coverage starts on the *policy date* at 12:01 a.m. where you reside. It ends at 12:01 a.m. where you reside on the first *policy renewal date*. Each time you renew your policy by paying the premium within the 31-day grace period, a new term begins when the old term ends.

POLICY PROVISIONS

CONSIDERATION

In consideration of the application and the first premium you paid, we have put this policy in force as of the *policy date*. That date is shown on the policy schedule.

ENTIRE CONTRACT AND CHANGES

This policy is a contract between you and us. The entire contract consists of:

- (a) this policy;
- (b) the attached application;
- (c) any supplemental applications made part of the policy;
- (d) any riders; and
- (e) any endorsements or amendments.

No change in this policy will be effective until approved by a company officer. This approval must be noted on or attached to the policy. No agent can change this policy or waive any of its provisions. Any rider, endorsement, or application added after the *policy date* which reduces or eliminates coverage under this policy will require your signed acceptance to be valid.

TIME LIMIT ON CERTAIN DEFENSES

After two years from the date a person becomes covered under this policy, only fraudulent misstatements in the application can be used to void the policy or deny any claim for loss incurred after the two-year period.

After two years from the date of reinstatement, only fraudulent misstatements in the reinstatement application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

GRACE PERIOD

Your policy has a 31-day grace period. This means that if you do not pay a renewal premium on or before the date it is due, you can pay it during the following 31 days. During the grace period your policy will stay in force.

REINSTATEMENT

Your policy will lapse if you do not pay your premium before the end of the grace period. If we accept a late premium without requiring you to complete an application for reinstatement, your policy will be reinstated.

If we require you to complete an application, we will reinstate your policy as of the approval date. If we do not approve your application within 45 days of the application date, we will reinstate your policy on the 45th day following the date of the application, unless we have previously given you written notice of its disapproval.

Your reinstated policy will only cover loss that results from *injuries* sustained after the date of reinstatement. In all other respects, your rights and our rights will remain the same as before the policy lapsed, subject to any provisions noted on or attached to the reinstated policy.

PHYSICAL EXAMINATIONS AND AUTOPSY

We have the right to have an *insured person* examined, at our expense, as often as reasonably necessary while a claim is pending. We may also have an autopsy done, at our expense, unless prohibited by law.

CHANGE OF BENEFICIARY

Only you have the right to change the *beneficiary*. The *beneficiary's* consent is not required to change the *beneficiary*, surrender or assign this policy, or to make any other change in this policy.

To change a *beneficiary*, send us a written request. When we record and acknowledge that request, the change will be effective as of the date you signed the request. The change will not apply to any payments made or other action taken by us before recording.

MISSTATEMENT OF AGE

If the age of an *insured person* has been misstated, all benefits payable will be those which the premium paid would have purchased at the correct age. If this policy would not have been available based on the correct date of birth, the *insured person* will have no coverage, and we will refund any premiums paid.

LEGAL ACTIONS

You cannot bring a legal action to recover under this policy until at least 60 days after you have given us satisfactory written proof of loss. You cannot bring a legal action more than three years from the date proof of loss is required.

OTHER INSURANCE WITH US

You can be insured under only one policy of this type with us at any one time. If you are insured under more than one such policy, you must select the one that is to remain in effect. In the event of your death, your estate will make this selection. We will return all premiums paid, minus any claims paid, for the policy you cancel.

ILLEGAL OCCUPATION

We will not pay benefits for any loss resulting from an *insured person* being engaged in an illegal occupation.

UNPAID PREMIUM

When we pay benefits for a claim under this policy, we may reduce those benefits by the amount of any premium then due and unpaid.

CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date is amended to conform to the minimum requirements of those laws.

MUTUAL OF OMAHA INSURANCE COMPANY

MUTUAL OF OMAHA PLAZA, OMAHA, NE 68175

RETURN OF PREMIUM BENEFIT RIDER

The premium you paid and the application you completed put this rider in force as of the Rider Date. This rider is made a part of the policy to which it is attached. It is subject to all parts of your policy not in conflict with this rider. In the event of a conflict between this rider and any other provision of your policy, this rider will control.

Rider Date (same as the *policy date* if no date is shown)

Rider Premium (included in the policy premium if no amount is shown)

RETURN OF PREMIUM BENEFIT

We will pay a lump sum return of premium benefit if your policy terminates for any reason other than your accidental death, including, but not limited to:

- (a) lapse of your policy because premium was not paid before the end of the grace period; and
- (b) your non-accidental death.

The return of premium benefit will be a percentage of all the premiums you paid, minus the amount of any claims we paid under your policy and attached riders. This percentage is based on the number of years this rider has been in force, as shown in the table in the PERCENTAGE OF PREMIUM RETURNED section.

NOTICE REGARDING LAPSE AND REINSTATEMENT

If your policy lapses because you did not pay the required premium before the end of the grace period, we may, under certain circumstances, reinstate your policy as described in the **Reinstatement** provision of your policy. This rider, however, cannot be reinstated. If your policy lapses, we will automatically pay any return of premium benefit that may be due. This rider will then terminate.

TERMINATION

This rider will terminate on the earliest of:

- (a) the date we pay the return of premium benefit;
- (b) the date we pay an accidental death benefit on any *insured person*;
- (c) the date your policy terminates; or
- (d) the date we receive your written or verbal request to cancel this rider, or any future date you specify in your request.

PERCENTAGE OF PREMIUM RETURNED

The following table lists the percentage of premium that will be returned. Any claims paid under your policy and attached riders will be subtracted from this percentage of premium. We will calculate your return of premium benefit using this formula:

(Premiums Paid) *multiplied by* (Percentage from Table) *minus* (Any Claims Paid) *equals* (Return of Premium Benefit)

The Rider Has Been In Force For	Percentage of Premium Returned
1 year	0%
2 years	0%
3 years	0%
4 years	1%
5 years	4%
6 years	8%
7 years	12%
8 years	15%
9 years	18%
10 years	21%
11 years	23%
12 years	26%
13 years	29%
14 years	31%
15 years	34%
16 years	36%
17 years	38%
18 years	41%
19 years	43%
20 years	45%
21 years	49%
22 years	53%
23 years	57%
24 years	61%
25 years	65%
26 years	72%
27 years	79%
28 years	86%
29 years	93%
30+ years	100%

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AVIATION EXCLUSION AMENDMENT RIDER

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

Rider Date (same as the *policy date* if no date is shown)

There is no additional premium for this rider.

AVIATION EXCLUSION AMENDMENT

The following exclusion is added to the EXCLUSIONS section of your policy:

We will not pay benefits for death resulting from flying in an aircraft unless sustained as a passenger (not as a pilot, operator, or a member of the crew).

TERMINATION

This rider terminates when your policy terminates.