



As Revised March 1, 2020

Policy Date March 1, 2008

Policy No. GMDA-BD78

MUTUAL OF OMAHA INSURANCE COMPANY (called "We," "Us" or "Our") agrees to insure certain persons (called Insureds) and promises to pay benefits according to the terms of this policy. The application of the Policyholder and payment of all premiums put this policy in force. This policy is issued to:

Diocese of Beaumont and Adopting Employer Catholic Charities of Southeast Texas  
710 Archie Street  
Beaumont, Texas 77701

(called the Policyholder)

**POLICY TERM -- RENEWAL**

This policy goes into effect on the Policy Date shown above. The initial term ends on March 1, 2011. This policy may be renewed for additional terms with our consent. Each term begins and ends at 12:01 a.m., Standard Time, at the main office of the Policyholder.

This policy is signed for us by the Officers named below.

Chief Executive Officer

Corporate Secretary

**Blanket Policy**

**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 the company.**

**PART A.**

**DEFINITIONS**

"Hospital" means any of the following places: (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or (d) a place certified as a hospital by Medicare. Not included is a hospital or institution or a part of such hospital or institution which is licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic, continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Injuries" means accidental bodily injuries: (a) received while insured under this policy; and (b) resulting, independently of sickness and all other causes, in loss specified in the Benefit Provision(s) and Insuring Provision(s). The Plan of Insurance specifies the Benefit and Insuring Provision(s) applicable to each class of Insureds. Benefits are payable for an Insured's injuries under only one Insuring Provision for any one accident.

**PART B.**

**INDIVIDUAL PROVISIONS**

1. **Eligibility:** All persons within the classes stated in the Plan of Insurance are eligible for insurance under this policy.
2. **Effective Date of Individual Insurance:** Each eligible person will become insured on the date stated in the Plan of Insurance.
3. **Individual Terminations:** Unless otherwise stated in the Plan of Insurance, the insurance of any Insured shall end on the first of the following dates:
  - (a) The date any premium for the Insured is due and unpaid.
  - (b) The date the Insured ceases to be within a class of persons eligible for coverage under this policy.
  - (c) The date this policy is terminated.
4. **Change in Coverage:** Any change in an Insured's coverage because of a change in class will become effective as stated in the Plan of Insurance.
5. **Reinstatement or Reenrollment:** If the Insured's insurance is terminated for any reason, then again made effective through reinstatement or reenrollment, only covered loss resulting from covered injuries received after the date of reinstatement or reenrollment will be covered.
6. **Change of Beneficiary; Assignment:** Only the Insured has the right to change the beneficiary. Consent of the beneficiary is not required to make any change in this policy. Also, no such consent is required for surrender or assignment of the Insured's right under this policy.

**PART C.**

**CLAIMS PROVISIONS**

1. **Notice of Claim:** Written notice of a claim must be given to us within 30 days after loss covered by this policy occurs or starts. If notice is not given within that time, it must be given as soon as is reasonably possible. The Insured can give the notice or have someone else do it for him or her. Notice must be given to us at Omaha, Nebraska, or to any of our agents. It must identify the Insured.
2. **Claim Forms:** When we receive the Insured's notice, we will send the forms for filing proof of loss. If we do not send them within 15 days, the Insured can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.
3. **Proof of Loss:** The Insured must give us written proof of loss within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

4. **Payment of Claims:** All benefits will be paid to the Insured, the Insured's beneficiary or the Insured's estate as soon as we receive proof of loss.

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

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

5. **Legal Actions:** The Insured may not bring a legal action to recover under the policy for at least 60 days after the Insured has given us written proof of loss. The Insured may not start such an action more than three years after the date proof of loss is required.

**PART D.**

**POLICY PROVISIONS**

1. **Entire Contract; Changes:** This policy, and any attachments, is the entire contract of insurance. No agent may change it in any way. Only an officer of ours can approve a change. Any such change must be shown in this policy.

2. **Records -- Information to Be Furnished:** The Policyholder shall furnish us or our authorized agent with the information as we may deem necessary for the proper administration of this insurance. The records of the Policyholder which may have a bearing on this insurance shall be open to us for inspection at any time during the policy term and within one year after termination of the policy.

3. **Clerical Error:** Clerical error on our or the Policyholder's part in keeping records or furnishing information shall not void insurance otherwise in force or continue insurance otherwise terminated under the terms of the policy.

4. **Grace Period:** Premiums must be paid on or before the date they are due or during the 31-day grace period that follows. The policy stays in force during the grace period. A grace period always applies unless we inform the Policyholder that it does not apply.

5. **Time Limit on Certain Defenses:** After two years from the Policy Date, we cannot use misstatements, except fraudulent misstatements in the Policyholder's application to void coverage. After two years from the date an Insured becomes covered under this policy, we cannot use misstatements, except fraudulent misstatements, in his or her application to void coverage or deny a claim for loss that happens after the two-year period.

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

7. **Cancellation:** After this policy has been in force for one year, it may be canceled at any time, by either the Policyholder or us, with written notice to the other stating the date and hour cancellation becomes effective. We shall give 60 days' prior notice to cancellation. Upon cancellation any unearned premium shall be returned.

8. **Conformity with State Statutes:** The provisions of this policy must conform with the laws of the state in which the Insured resides on the Policy Date. If any do not, they are hereby amended to conform.

Countersigned by:

\_\_\_\_\_  
Licensed Resident Agent



**Mutual of Omaha**

### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Mutual of Omaha's toll-free telephone number for information or to make a complaint

Claims: 1-800-524-2324  
Customer Service: 1-800-524-2324

You may also write to Mutual of Omaha Insurance Company at:

MUTUAL OF OMAHA  
MUTUAL OF OMAHA PLAZA  
OMAHA NE 68175

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
FAX: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Mutual of Omaha Insurance Company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become part or condition of the attached document.

M20273\_0207

### **AVISO IMPORTANTE**

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de la Mutual of Omaha para información o para someter una queja al

Reclamaciones: 1-800-524-2324  
Centro de Servicio Para clientes:  
1-800-524-2324

Usted también puede escribir a:

MUTUAL OF OMAHA  
MUTUAL OF OMAHA PLAZA  
OMAHA NE 68175

Puede comunicarse con el departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX: 514-475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con la Mutual of Omaha Insurance Company primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento (TDI).

#### **UNA EST A VISO A SU POLIZA:**

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



**Policyholder Name:** Diocese of Beaumont and Adopting Employer Catholic Charities of Southeast Texas

**Policy Number:** GMDA-BD78

## PLAN OF INSURANCE

**Term of Coverage:** March 1, 2020 to March 1, 2023

**Aggregate Limit:** None

**Eligibility:** Class 1: All full-time employees in active employment in the United States with the employer.  
Class 2: All eligible active priests who have an assignment in writing from the bishop and receive W-2 compensation from the Diocese of Beaumont for services.

**Effective Date of Individual Insurance:**

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

- (a) policy effective date; or
- (b) the first of the month following date of employment.

**Individual Terminations:**

Insurance for any Insured Person shall end on the first of the following dates:

- (a) The date the Insured Person ceases to be eligible;
- (b) the date any premium is due and unpaid, subject to the grace period; or
- (c) the date this policy is terminated.

Notwithstanding anything above to the contrary, insured employees on approved leaves of absence (including disability leaves) will continue to be covered, provided premium payments are also continued.

**Change in Coverage:**

Any change in an Insured's coverage because of a change in class will become effective on the date the person becomes eligible to be included in the class.

**Benefits:**

<b>A.</b>	<b><u>Class</u></b>	<b><u>Insuring Provision(s) Applicable</u></b>	<b><u>Benefit Provision(s) Applicable</u></b>
	All	5885M 24-Hour Accident Coverage	9023M AD & Specific Loss, Paralysis 9013M Comatose 9052M Seatbelt 0KM0M rev Air Bag

**B. The amount of benefits for each Benefit Provision shown above is as follows:**

**Accidental Death & Specific Loss**

Principal Sum

Loss Period\*\*

**Rider 9023M**

1.5 times Base Annual Salary, rounded to the next higher \$1,000; up to a maximum of \$150,000.00

Loss within 365 Days of Injury

**Paralysis Benefit**

For Uniplegia or Hemiplegia

For Paraplegia or Triplegia

For Quadriplegia

Loss Period

50% of Principal Sum

75% of Principal Sum

100% of Principal Sum

Within 60 days after the accident and continuing for one year.

\*\*Loss Period requirement is waived if the Insured Person is in a Coma or is being kept alive by an artificial support system.

**Accident Only Comatose Benefit**

Benefit Amount

Loss Period

Benefit Period

**Rider 9013M**

5% of Principal Sum

31 days from start of coma

20 months or until death, whichever occurs first

**Seat Belt Usage Benefits**

Benefit Amount

**Rider 9052M**

10% of Principal Sum

**Air Bag Benefits**

Benefit Amount

Maximum Benefit Amount

**Rider 0KM0M rev.**

5% of Principal Sum

\$5,000.00

Principal Sum Benefits for any Insured age 65 and over shall be payable in accordance with the following schedule (reductions will be calculated from the original amount):

Age 65 through 69

65% of the original Principal Sum Benefit Amount

Age 70 and over

50% of the original Principal Sum Benefit Amount

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

Exposure & Disappearance Amendment Rider

6502M

Beneficiary Designation Amendment Rider

9008M

Toll-Free Number for Complaints

M20273\_0207

Guaranty Association Act Notice

M20826\_0911

Amendment Rider

335MS-NN

- Amend Grace Period within the Policy Provisions
- Item (e) of Civil Aircraft definition of DEFINITIONS section of 5885M deleted
- Item (g) and (h) of EXCLUSIONS AND LIMITATIONS section of 5885M deleted
- BENEFITS section of Accidental Death, Specific Loss and Paralysis Benefit amended
- Policy amended to include conversion privilege

**Premiums:** The monthly premium for each unit of Principal Sum shall be:

Employee Only: \$0.01 per \$1,000.00 Principal Sum

**INSURING PROVISION**  
24-hour Accident Coverage

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

The Insured is covered for Injuries received while insured under the policy or the certificate and this provision.

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

**PART A. DEFINITIONS**

The definitions in the policy or certificate apply to this Insuring Provision. In addition, the following definitions are added.

"Airworthiness Certificate" means a valid and current standard Airworthiness Certificate issued by the FAA.

"Civil Aircraft" means an aircraft which:

- (a) has a valid Airworthiness Certificate, other than a limited, restricted or experimental classification;
- (b) is piloted by a Qualified Pilot;
- (c) is not operated by the militia or Armed Forces of any state, national government or international authority;
- (d) is not owned, leased or operated (including any Substitute Aircraft) by or on behalf of the Policyholder;
- (e) primarily transports, for hire, passengers or passengers and cargo.

"FAA" means:

- (a) the Federal Aviation Administration of the United States; or
- (b) the similar aviation authority for the country of the aircraft's registry, if the country's aviation authority is recognized by the United States.

"Intoxicated" means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state where the Injuries occurred.

"Legally Qualified Physician" means a physician: (a) other than the Insured; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the state where the services are rendered.

"MAC Aircraft" means a transport aircraft piloted by a Qualified Pilot and operated by:

- (a) the Military Airlift Command (MAC) of the United States; or
- (b) a similar air transport service of a country recognized by the United States.

"Qualified Pilot" means a person who is authorized to operate the aircraft he or she is flying and who holds:

- (a) a current pilot certificate (other than a student certificate) with the appropriate aircraft category rating for that aircraft; and
- (b) a current medical certificate which is appropriate for the operation of that aircraft.

"Scheduled Aircraft" means a Civil Aircraft operated by a scheduled airline which:

- (a) is licensed by the FAA to transport passengers for hire;
- (b) publishes its flight schedules and fares for regular passenger service; and
- (c) is piloted by a Qualified Pilot.



**PART B.**

**EXCLUSIONS AND LIMITATIONS**

The policy or certificate does not cover: (a) suicide, attempted suicide or intentionally self-inflicted injury while sane or insane (in Missouri, while sane only); (b) Injuries caused by an act of declared or undeclared war; (c) Injuries received while in the armed service (upon notice to us of entry into an armed service, the pro rata premium will be refunded); (d) Injuries received while acting as a pilot or crew member; (e) Injuries received while traveling as a passenger by air, except as specifically defined in the provision; (f) Injuries resulting from the Insured's engagement in or attempt to commit a felony or being engaged in an illegal occupation; (g) Injuries received while under the influence of any controlled substance, unless administered on the advice of a Legally Qualified Physician; or (h) Injuries received while Intoxicated as specifically defined in the provision.

**BENEFIT PROVISION**

Accidental Death, Specific Loss and Paralysis Benefits

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

The Insured is covered for Injuries received while insured under the policy or certificate and this provision. The Principal Sum is specified in the Plan of Insurance.

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

**PART A. DEFINITIONS**

The definitions in the policy, certificate and Insuring Provision(s) apply to this Benefit Provision. In addition, the following definitions are added.

"Loss of Eye or Eyes" means the total and irrecoverable loss of the entire sight thereof.

"Loss of Hand or Hands, or Foot or Feet" means severance at or above the wrist or ankle joint, respectively.

"Loss of Speech and Hearing" means the total and irrecoverable loss thereof. Loss of hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrecoverable loss.

"Loss of Thumb and Index Finger of the Same Hand" means severance of two or more entire phalanges of both the thumb and the index finger.

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

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

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

**PART B. BENEFITS**

When, because of covered Injuries, the Insured sustains any of the following losses within 365 days after the date of the accident, benefits will be paid as follows:

Loss of Life .....	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes .....	Principal Sum
Loss of One Hand and One Foot .....	Principal Sum
Loss of One Hand and One Eye or One Foot and One Eye .....	Principal Sum
Loss of One Hand, One Foot or One Eye .....	One-half Principal Sum
Loss of Speech and Hearing .....	Principal Sum
Loss of Speech or Hearing .....	One-half Principal Sum
Loss of Thumb and Index Finger of the Same Hand .....	One-fourth Principal Sum

Only one of the amounts shown above (the largest applicable) will be paid for covered Injuries resulting from one accident. The benefit for loss of: (a) two limbs; (b) both eyes; (c) one limb and one eye; (d) speech and hearing; or (e) thumb and index finger of the same hand is payable only when such double loss is the result of the same accident.

When, because of covered Injuries, the Insured's loss results in Hemiplegia, Paraplegia or Quadriplegia which starts within 60 days of the accident, continues for one year and has a prognosis that such loss will be permanent, benefits will be paid as follows:

- For Hemiplegia ..... One-half Principal Sum
- For Paraplegia ..... Three-quarters Principal Sum
- For Quadriplegia ..... Principal Sum

Only one of the amounts (the largest applicable) named above will be paid for covered Injuries resulting from one accident.

**PART C. EXCLUSIONS AND LIMITATIONS**

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

**BENEFIT PROVISION**  
Accident Only Comatose Expense

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

The Insured is covered for Injuries received while insured under the policy or certificate and this provision. The Principal Sum and Loss Period are specified in the Plan of Insurance.

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

**PART A. DEFINITIONS**

The definitions in the policy, certificate and Insuring Provision(s) apply to this Benefit Provision. In addition, the following definitions are added.

"Irreversible Coma" means: (a) a state of unconsciousness in which there is a cessation of activity in the central nervous system as demonstrated by an electroencephalogram (using criteria established by the American Electroencephalography Society); and (b) a diagnosis of brain death by the attending Legally Qualified Physician.

"Legally Qualified Physician" means a physician: (a) other than the Insured; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the state where the services are rendered.

**PART B. BENEFITS**

If the Insured lapses into an Irreversible Coma due to covered Injuries received in an accident, benefits will be paid as follows.

Beginning on the 32nd day of coma, 5% of the Principal Sum will be paid per month over a 20-month period or until death, whichever occurs first. Upon death, any remaining Principal Sum will be paid as provided in the policy or certificate. If any other benefits for this condition are payable under the policy or certificate or its attached Benefit Provisions, only one of the amounts, the largest applicable, will be paid.

**PART C. EXCLUSIONS AND LIMITATIONS**

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

**BENEFIT PROVISION**  
Seat Belt Usage Benefits

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

The Insured is covered for Injuries received while insured under the policy or certificate and this provision.

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

**PART A. DEFINITIONS**

The definitions in the policy, certificate and Insuring Provision(s) apply to this Benefit Provision. In addition, the following definitions are added.

"Private Passenger Automobile" means any privately owned vehicle designed primarily for carrying passengers and ordinarily operated on the public streets and highways. The vehicle must not be used as a common carrier.

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

**PART B. BENEFITS**

When an Insured receives Injuries covered by the policy or certificate which results in loss of life, 10% of the applicable Principal Sum will be paid if, at the time of the accident the Insured or covered dependent was: (a) the operator of or a passenger in a Private Passenger Automobile; and (b) utilizing a Seat Belt. Seat Belt usage must be verified by a doctor, a coroner, a traffic officer or other person of competent authority. This benefit will be payable in addition to any benefits otherwise payable under the policy or certificate.

**PART C. EXCLUSIONS AND LIMITATIONS**

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



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### AIR BAG BENEFIT RIDER

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

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

Rider Date (same as the policy or certificate effective date if no date is shown)

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

### DEFINITIONS

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

### BENEFIT

If at the time of the accident:

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

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

### CONDITIONS

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

### NON-DUPLICATION OF BENEFITS

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

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



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## EXPOSURE AND DISAPPEARANCE AMENDMENT RIDER

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

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

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

### **PART A. DEFINITIONS**

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

### **PART B. AMENDMENT**

A covered accident, which results in the disappearance, sinking or damaging of a conveyance on which an Insured was riding, will be paid as follows.

1. If: (a) the Insured is unavoidably exposed to the elements; and (b) as a result of such exposure suffers Injuries for which benefits are otherwise payable; such Injuries will be covered under the policy or certificate.
2. If: (a) the Insured disappears; and (b) if the body of the Insured has not been found within 52 weeks after the date of such accident; it will be presumed, subject to no evidence to the contrary, that the Insured suffered loss of life as a result of Injuries covered by the policy or certificate.

### **PART C. EXCLUSIONS AND LIMITATIONS**

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

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



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**BENEFICIARY DESIGNATION AMENDMENT RIDER**

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

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

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

**PART A. DEFINITIONS**

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

**PART B. AMENDMENT**

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

**Payment of Claims:** Indemnity for loss of life will be payable in accord with the beneficiary designation made in writing by the Insured and on file with the Company. In the absence of such beneficiary designation, or in the event the designated beneficiary predeceases the Insured, indemnity for loss of life will be paid to the first of the following surviving beneficiaries: the Insured's: (a) lawful spouse; (b) child or children, jointly; (c) parents, jointly if both are living, or the surviving parent if only one survives; (d) brothers and sisters, jointly; (e) estate. Any other accrued indemnities unpaid at the Insured's death may, at Our option, be paid either to the Insured's beneficiary or to his or her estate. All other indemnities will be payable to the Insured.

**PART C. EXCLUSIONS AND LIMITATIONS**

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

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



# **IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

**(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system, administered by the Texas Life and Health Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the Texas Insurance Code, Article 21.28-D.)

**It is possible that the Association may not cover your policy in full or in part due to statutory limitations.**

## **Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- residents of Texas at that time **(irrespective of the policyholder's residency at the policy issue)**
- residents of other states, **ONLY** if the following conditions are met:
  - The Policyholder has a policy with a company domiciled in Texas;
  - The policyholder's state of residence has a similar guaranty association; and
  - The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

## **Limits of Protection by the Association**

### **For Accident, Accident and Health, or Health Insurance:**

For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

### **For Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$250,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**For Individual Annuities** present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

### **For Group Annuities:**

- Present value of benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of 5,000.000 for one contract holder regardless of the number of contracts.

### **Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

**INSURANCE COMPANIES AND AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE. WHEN YOU ARE SELECTING AN INSURANCE COMPANY, YOU SHOULD NOT RELY ON ASSOCIATION COVERAGE.**

Texas Life and Health Insurance Guaranty Association  
515 Congress Avenue Ste 1875  
Austin, Texas 78701  
800-982-6362  
[www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 49104  
Austin, Texas 78714-9104  
Fax: 512-475-1771  
800-252-3439 or [www.tdi.state.tx.us](http://www.tdi.state.tx.us)  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)



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### AMENDMENT RIDER

This rider is attached to and made a part of Policy No. GMDA-BD78 and is subject to the provisions and conditions contained therein.

The effective date of this rider is March 1, 2008.

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

1. Within Part D of the “**POLICY PROVISIONS**”, item 4. Grace Period, is amended to read: “... the **60 day** grace period that follows...”.
2. Within Part A of the “**DEFINITIONS**” section of Insuring Provision **5885M**, item (e) of the “**Civil Aircraft**” definition is deleted in its entirety.
3. Within Part B of the “**EXCLUSIONS AND LIMITATIONS**” section of Insuring Provision **5885M**, items (g) and (h) are deleted in their entirety.
4. Part B of the “**BENEFITS**” section of the **Accidental Death, Specific Loss and Paralysis Benefit** Provision **9023M** is amended by the addition of the following paragraph:

“When, because of covered Injuries, the Insured’s loss results in Uniplegia (loss of function of one limb) or Triplegia (loss of function of three limbs) within the loss period shown on the Plan of Insurance, benefits will be paid as shown on the Plan of Insurance.”
5. It is further agreed that we will offer a converted policy to the Insured if the accidental death and dismemberment insurance under the policy ends for any of the following reasons:
  1. the Insured’s employment ends; or
  2. the Insured’s eligibility ends; or
  3. the policy ends for reasons other than non-payment of premium.

The Insured must be under age 70 to obtain a converted policy. We will not ask the Insured for proof of insurability.

To obtain a converted policy, the Insured must: (1) apply within 31 days after the policy ends; and (2) pay the first premium. If the Insured has assigned ownership of their coverage, the owner must apply for the Insured.

The converted policy will, at our option, be issued on one of Our forms. It will provide accidental death & dismemberment benefits. Individual policy requirements and product availability in the state where the Insured resides will determine the form that will be used. Both the coverage and benefit amounts may differ from the Insured’s coverage.

(continued)

The Insured's premium will be based on: (1) the class of risk to which the Insured belongs; (2) the Insured's age; and (3) the form and amount of coverage issued.

The converted policy will take effect on the date the Insured applies for the converted policy. It may exclude the hazards or conditions that apply to the Insured's coverage at the time it ends. The converted policy may also provide that it can be renewed on any anniversary with Our consent subject to a maximum age limit.

MUTUAL OF OMAHA INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Lynn Hankat". The signature is written in a cursive, flowing style with a large initial "L".

Corporate Secretary