



# Critical Illness

## SUMMARY OF COVERAGE

This is a Brief Description of some of the features and benefits of your coverage. It is not a contract for insurance and only the actual policy provisions will control. However, the policy itself sets forth in detail the rights and obligations of both you and Mutual of Omaha Insurance Company. PLEASE READ YOUR POLICY CAREFULLY.

This is a **LIMITED BENEFIT HEALTH COVERAGE** policy. Policies of this category are designed to provide to persons insured, limited or supplemental coverage.

### Critical Illness Benefits

This policy will pay all or a portion of the Maximum Benefit Amount, as designated below, for a covered Critical Illness of the Insured, provided that the first Diagnosis of the covered Critical Illness is made while this policy is in force. The amount payable is as follows:

#### 100% of the Maximum Benefit Amount is payable for:

- (a) Alzheimer's Disease;
- (b) Blindness;
- (c) Life Threatening Cancer;
- (d) Deafness;
- (e) Heart Attack (Myocardial Infarction);
- (f) Major Organ Transplant;
- (g) Multiple Sclerosis;
- (h) Paralysis;
- (i) Renal Failure; or
- (j) Stroke.

#### 25% of the Maximum Benefit Amount is payable only once for each of the following:

- (a) the First Ever Coronary Angioplasty (surgical treatment);
- (b) the First Ever Coronary Artery Bypass (surgical treatment); and
- (c) the first Diagnosis of First Carcinoma in Situ as required by this policy.

In the case of a First Coronary Angioplasty or First Coronary Bypass Surgery, this first Diagnosis includes the performance of the surgical treatment as required under this policy. In the case of a Major Organ Transplant, this first Diagnosis includes verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

If a portion of the Maximum Benefit Amount is paid under this policy or certain attached riders (if applicable), the Maximum Benefit Amount will be reduced by the amount paid, and the premium will be adjusted accordingly. The Owner will be notified of the new Maximum Benefit Amount and new premium. In no event will the payment(s) for any Critical Illness Insured Condition(s) exceed the Maximum Benefit Amount then in force.

Receipt of Critical Illness Benefits may affect eligibility for Medicaid or other government benefits and entitlements.

“**Maximum Benefit Amount**” means the maximum amount that will be payable under this policy. This amount is payable only upon the first Diagnosis of, or required surgical treatment for, a Critical Illness Insured Condition. The initial Maximum Benefit Amount is shown on the Policy Schedule. A portion of the Maximum Benefit Amount is payable for some of the Critical Illness Insured Conditions defined in this policy. The Maximum Benefit Amount will be reduced by any portion of the Maximum Benefit Amount required to be paid under this policy. The Maximum Benefit Amount may also be reduced by any benefits paid under certain attached riders, if applicable.

### Hospital Confinement Benefit in IA

When the Insured is confined as an inpatient in a hospital as a result of a covered Critical Illness condition, We will pay \$50 for each day of inpatient confinement, up to a maximum of 500 days during your lifetime.

A “Hospital” does not include a hospital or institution or a part of a hospital or institution which is licensed or used principally as a clinic, continued care or extended care facility, skilled nursing facility, or convalescent home, rest home, nursing home or home for the aged.

### Definitions

“**Critical Illness Insured Condition**” means one of the medical conditions or surgical treatments (First Coronary Angioplasty or First Coronary Artery Bypass Surgery) defined below. The Insured must be first Diagnosed with or receive the

required surgical treatment for one of the Critical Illness Insured Conditions after the Policy Issue Date and in accordance with all other requirements of this policy.

- (a) **“Alzheimer’s Disease”** means a progressive degenerative disease of the brain. In order to meet the definition of Alzheimer’s Disease, the Diagnosis must be supported by medical evidence that the Insured exhibits the loss of intellectual capacity resulting in impairment of memory and judgment. This impairment results in a significant reduction in mental and social functioning, such that the Insured requires permanent daily personal supervision and is unable to perform independently three or more of the following activities of daily living: transferring (moving in or out of a bed or chair), dressing, bathing, feeding, toileting, and continence. No other dementing organic brain disorders or psychiatric illnesses shall meet the definition of Alzheimer’s Disease, nor will they be considered a Critical Illness Insured Condition. In order for Alzheimer’s Disease to be covered under this policy, the Legally Qualified Physician making the Diagnosis of Alzheimer’s Disease must be a board certified neurologist.
- (b) **“Blindness”** means the permanent and uncorrectable loss of sight in both eyes. In order for the Diagnosis of Blindness to be covered under this policy, the Insured’s corrected visual acuity must be worse than 20/200 in both eyes, or the Insured’s field of vision must be less than 20 degrees in both eyes. The Legally Qualified Physician making the Diagnosis of Blindness must be a board certified ophthalmologist.
- (c) **“Life Threatening Cancer”** means a malignant neoplasm (including hematologic malignancy), which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. The following types of cancer are not considered a Life Threatening Cancer: early prostate cancer diagnosed as T1N0M0 or equivalent staging; First Carcinoma in Situ; pre-malignant lesions (such as intraepithelial neoplasia), benign tumors or polyps; any skin cancer other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become Life Threatening Cancers. Life Threatening Cancer must be diagnosed pursuant to a Pathological Diagnosis or a Clinical Diagnosis.
- (d) **“Deafness”** means a permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear. For Deafness to be covered under this policy, (in IL, Legally Qualified Physician) the Legally Qualified Physician making the Diagnosis of Deafness must be a board certified otolaryngologist.
- (e) **“First Carcinoma in Situ”** means the first Diagnosis of cancer wherein the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. This does not include skin cancer. First Carcinoma in Situ must be Diagnosed pursuant to a Pathological Diagnosis or Clinical Diagnosis.
- (f) **“First Coronary Angioplasty (surgical treatment)”** means the first ever balloon angioplasty or other forms of catheter based percutaneous transluminal coronary artery therapy to correct narrowing or blockage of one or more coronary arteries, performed by a Legally Qualified Physician who is also a board certified cardiologist.
- (g) **“First Coronary Artery Bypass Surgery (surgical treatment)”** means the first ever coronary artery revascularization surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, performed by a Legally Qualified Physician who is a board certified cardiothoracic surgeon.
- (h) **“Heart Attack (Myocardial Infarction)”** means the death of a portion of the heart muscle, resulting from blockage of one or more coronary arteries. In order to be covered under this policy, the Diagnosis of Heart Attack (Myocardial Infarction) must be based upon both:
  - (1) new electrocardiographic changes consistent with and supporting a Diagnosis of Heart Attack (Myocardial Infarction); and
  - (2) a concurrent diagnostic elevation of cardiac enzymes.
- (i) **“Major Organ Transplant”** means clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with the organ(s) or tissue from a suitable donor under generally accepted medical procedures. Those organs or tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, pancreas-kidney or bone marrow (bone marrow not applicable in AZ). In order for the Insured’s Major Organ Transplant to be covered under this policy, the Insured must also be registered by the United Network of Organ Sharing (UNOS).
- (j) **“Multiple Sclerosis”** means the occurrence of at least two episodes of well-defined neurological abnormalities, with objective evidence of lesions at more than one site within the central nervous system. In order for Multiple Sclerosis to be covered under this policy, a Legally Qualified Physician who is a board certified neurologist must make a definitive Diagnosis of Multiple Sclerosis, supported by modern imaging and/or investigative techniques.
- (k) **“Paralysis”** means the complete and permanent loss of the use of two or more limbs through neurological injury confirmed to have been present for a continuous period of at least 180 days by a Legally Qualified Physician who is a board certified neurologist. A “limb” means an arm or leg of the Insured.
- (l) **“Renal Failure”** means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with regular dialysis. In order for Renal Failure to be covered under this policy, the

Diagnosis of Renal Failure must be made by a Legally Qualified Physician who is a board certified nephrologist.

- (m) **“Stroke”** means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis producing measurable, neurological deficit persisting for at least 30 days following the occurrence of the Stroke. Stroke does not include Transient Ischemic Attack (TIA) or other cerebral vascular events.

**“Owner”** means the Insured unless the Insured assigns the ownership to another person or entity in accordance with the Ownership provision of this policy.

### **Exceptions and Limitations**

This policy does not cover any loss of the Insured caused by the following:

- (a) intentionally self-inflicted injury, while sane or insane (in CO & MO, while sane only);
- (b) the use or intake of any drug, intoxicant or narcotic, other than as prescribed and administered by or in accordance with the instruction of a Legally Qualified Physician (not applicable in SD);
- (c) the Insured’s operation of a motor vehicle while the Insured’s blood alcohol concentration is in excess of the legal limit in the state in which the incident occurs (not applicable in SD);
- (d) committing or attempting to commit a felony;
- (e) loss resulting from, or service in the armed forces or auxiliary units;
- (f) while engaging in an illegal occupation; or
- (g) participating in a riot or insurrection.

This policy will cover only the following skin cancers:

- (a) invasive malignant melanoma in the dermis or deeper, and
- (b) skin malignancies that have become Life Threatening Cancers, as described in the Definitions section for Life Threatening Cancers (c).

No benefits are payable for any medical conditions or surgical treatments other than the Critical Illness Insured Conditions defined in this policy.

### **Special Limitations for Life Threatening Cancer and First Carcinoma in Situ**

This policy does not cover Life Threatening Cancer or First Carcinoma in Situ, if within 30 days following the Policy Issue Date or (in DC, within 10 days following) the date of last reinstatement, if any, of this policy, the Insured:

- (a) is first Diagnosed as having Life Threatening Cancer or First Carcinoma in Situ; or

- (b) has exhibited any symptoms or medical problems which lead to a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ.

In the event that either (a) or (b) above should occur with respect to a Life Threatening Cancer or First Carcinoma in Situ, the policy will be terminated and Our sole liability under this policy shall be limited to a return of premiums paid since the later of the Policy Issue Date or the date of last reinstatement, if any.

### **Special Limitations for Life Threatening Cancer and First Carcinoma in Situ in IL, KS, MO, SD & WV**

In the event of a first Diagnosis of Life Threatening Cancer or of First Carcinoma in Situ within the first 90 days (30 days in WV) after the Policy Issue Date or the first 90 days (30 days in WV) after the last date of reinstatement, if any, Our sole liability under this policy shall be limited to the payment of:

- (a) 10% (25% in SD) of the Maximum Benefit Amount for a first Diagnosis of Life Threatening Cancer; or
- (b) 2.5% (6.25% in SD) of the Maximum Benefit Amount for a first Diagnosis of First Carcinoma in Situ.

We will then terminate the policy and any rider(s) and return the premium(s) paid since the later of the Policy Issue Date or the last date of reinstatement, if any.

If a first Diagnosis of Life Threatening Cancer or of First Carcinoma in Situ is made more than 90 days (30 days in WV) after the Policy Issue Date or more than 90 days (30 days in WV) after the last date of reinstatement, We will pay the Critical Illness Benefit amount as set forth under the Critical Illness Benefits section.

### **Change of Benefits at Age 65**

The Maximum Benefit Amount in force on the renewal date following the Insured’s 65th birthday will automatically be reduced by 50%. For an Insured who is age 60 or older at issue, the 50% reduction of the Maximum Benefit Amount will occur on the renewal date that is five years after the issue date. (In IA, this reduction does not pertain to the hospital confinement benefit previously outlined.)

### **Return of Premium**

Upon the Insured’s death while this policy is in force, We will return to the Owner, or to the Owner’s Beneficiary if the Owner is deceased, or to the Owner’s estate if there is no Beneficiary, 100% of all premiums paid for this policy and for certain attached riders, if applicable, minus any benefits paid.

The premiums to be returned will be calculated: (a) without interest and (b) after all pending claims have been settled. If the sum of all benefits paid under the policy and applicable riders is equal to or greater than the sum of the premiums paid, there will be no return of premium(s).

### **Guaranteed Renewable Except for Specified Reasons**

The Owner can keep this policy in force during the Insured’s lifetime by the timely payment of the required premium and

until the Maximum Benefit Amount then in force has been paid. (In IA, on the date the Maximum Benefit has been paid, all policy benefits will terminate except for the Hospital Confinement Benefit. The premium must be paid by the date it is due or during the 31-day grace period.)

### **Premium Changes**

Your premium will not be changed during the first policy year except as allowed in the Benefits section of this policy. On or after the first policy anniversary, the premium payable may change for this policy. Such changes to premium will be applied only when the same change is made on all policies of this Form, issued to persons of the same rate classification, in the Insured's state. (In MT, the change will not be made more frequently than once a year.) We will send the Owner written notice, at the Owner's last known address, at least 30 days (45 days in NC) prior to the date of any change in premium. (In NC, revised rates are guaranteed for 12 months.)

### **Termination**

This policy will end on the earliest of the following:

- (a) the date that We receive the Owner's (or Insured's in KS) written request to end this policy;
- (b) the date of the Insured's death;
- (c) the premium due date, if sufficient premium has not been paid before the end of the grace period;
- (d) the date the Maximum Benefit Amount is paid (not applicable in IA); or
- (e) the date the policy terminates as set forth in the Special Limitations for Life Threatening Cancer section.

In IA, on the date Maximum Benefit has been paid, all policy benefits will terminate except the hospital confinement benefits as outlined previously.

### **Grace Period**

The premium must be paid on or before the date it is due or during the 31-day grace period that follows. This policy remains in force during the grace period. There is a grace period unless We write and tell the Owner it does not apply.

### **Reinstatement**

If the premium due is not paid before the end of the grace period, this policy will end as of the premium due date. If We later accept the premium and do not require an application for reinstatement, that payment will put this policy back in force. If We require an application for reinstatement, this policy will be placed in force once the application is approved. Unless We have previously sent the Owner written notice of disapproval, the policy will be reinstated on the 45th (30th day in NM) day after the date of application.

A reinstated policy will cover only loss from a Critical Illness Insured Condition that results from a first Diagnosis after the date of reinstatement. In all other respects, the Insured, the Owner (if other than the Insured) and We have the same rights under this policy as were in effect before the lapse. After the

policy has been reinstated, the time period in the Time Limit On Certain Defenses provision will be measured from the date of reinstatement as to the statements contained in the application for reinstatement, except for fraudulent misstatements. A new 30-day (10-day in DC; 90-days in IL, KS, MO and SD) waiting period after the reinstatement date will apply for Life Threatening Cancer and First Carcinoma in Situ.

### **Waiting Period in KS**

If this policy is in addition to or a replacement for an existing specified disease policy, you will be given credit for any waiting period you have completed under the previous specified disease policies.

### **Reinstatement if Suffering from Organic Brain Disease in ME**

Within 90 days from the date Your policy lapsed, You or any person authorized to act on your behalf or any dependent of Yours may request reinstatement of this policy on the basis that You suffered from Organic Brain Disease on such date.

We may ask You to submit evidence, at Your expense, that You suffered from Organic Brain Disease on the date the policy lapsed. If the evidence proves, to Our satisfaction, that You suffered from Organic Brain Disease on such date, the policy will be reinstated without any evidence of insurability. The reinstated policy will cover loss as if there were no gaps in coverage.

Premiums shall be paid from the date of policy lapse at the rate which would have been in effect had the policy remained in force. Premiums must be paid within 15 calendar days following Our request.

If Your request for reinstatement is denied, We will send notice of denial to You and the person making the request, if different. The notification will advise You that You can request a hearing to appeal the denial with the Superintendent of Insurance within 30 calendar days from the date You received such notice.

“Organic Brain Disease” means a mental or nervous disorder with a demonstrable organic origin causing significant cognitive impairment, including but not limited to Pick's Disease, Parkinson's Disease, Huntington's Chorea, Alzheimer's Disease and related dementias.

### **Optional Benefits (Not Available In All States)**

#### **Disability Rider — Optional Rider — OHA5M, or state equivalent**

If Injuries or Sickness result in the Insured's Total Disability, and the Insured is approved by the Social Security Administration to receive Social Security Disability Benefits, We will pay the Owner the following payments under this rider:

- 5% of the Disability Benefit Amount will be paid every 6 months for the first 5 years of the Insured's Total Disability. The first 6-month period will be calculated from the effective date that Social Security Disability Benefits are payable.

**NOTE:** The Disability Benefit Amount and policy Maximum Benefit Amount will be reduced by the amount of such payments made every 6 months. The premiums for this rider and the policy will also be adjusted. We will send the Owner a notice of the reduced policy Maximum Benefit Amount, reduced Disability Benefit Amount and the new premium. The subsequent 6-month payments will be calculated on the reduced Disability Benefit Amount.

If the policy Maximum Benefit Amount is less than \$100,000, or becomes less than \$100,000, the Disability Benefit Amount then in force will be reduced to equal the policy Maximum Benefit Amount. The premiums for the policy and this rider will also be adjusted. We will send the Owner a notice of the reduced policy Maximum Benefit Amount, reduced Disability Benefit Amount and the new premium. The subsequent 6-month payments will be calculated on the reduced Disability Benefit Amount.

In the sixth benefit year, We will pay the Owner, in a lump sum, any remaining Disability Benefit Amount that is payable.

Benefits are payable under this rider only if the Social Security Administration determines that Social Security Disability Benefits are payable. Benefits will cease on the date that the entire Disability Benefit Amount has been paid, or the date on which the Insured is no longer entitled to Social Security Disability Benefits, whichever occurs first.

Any premiums and benefits payable under this rider shall be included in the determination of whether a return of premium is owed in accordance with the Return of Premium Section of the policy.

### **Preexisting Condition Limitation**

Benefits are not payable under this rider for a Preexisting Condition unless Total Disability for Injury or Sickness is incurred more than 12 months (6 months in NM) after the Rider Date (the Preexisting Condition Waiting Period). After the Preexisting Condition Waiting Period, benefits will be payable on the same basis as any other Injury or Sickness unless the Injury or Sickness has been specifically excluded from coverage.

“**Preexisting Condition**” is a condition misrepresented or not revealed on the application for which:

- (a) symptoms existed within two years (6 months in NM) prior to the effective date of coverage that would cause an ordinarily prudent person to seek medical diagnosis, care or treatment (not applicable in MN or MT) (in NC, symptoms existed within two years prior to the effective date of coverage); or
- (b) medical advice or treatment was recommended by or received from a Legally Qualified Physician within two years (6 months in NM) prior to the effective date of this rider.

### **Exceptions and Limitations**

The Injuries or Sickness causing a Total Disability must begin after the effective date of this rider and while this rider is in force, except as set forth in the Preexisting Condition section above.

### **Termination**

Coverage under this rider will terminate on whichever of the following occurs first:

- (a) The date the coverage terminates for any reason stated in the Termination provision of the policy;
- (b) The date 100% of the policy Maximum Benefit Amount defined in the policy is paid;
- (c) The date 100% of the Disability Benefit Amount shown in the Policy Schedule is paid; or
- (d) Your 65th birthday.

### **Accidental Death and Dismemberment Benefits – Optional Rider – 0HA6M, or state equivalent**

We will pay the Owner the amount shown below for any listed loss due to an Injury incurred by the Insured. The loss MUST BE INCURRED 90 (180 in NM) DAYS OR LESS AFTER THE INJURY. This rider must be in force on the date of the Injury.

Loss of Life .....	Principal Sum Amount
Loss of Both Hands .....	Principal Sum Amount
Loss of Both Feet .....	Principal Sum Amount
Loss of One Hand and One Foot .....	Principal Sum Amount
Loss of One Hand.....	1/3 of Principal Sum Amount
Loss of One Foot.....	1/3 of Principal Sum Amount

We will pay for covered losses incurred in separate accidents. However, the total amount paid under this rider for all covered losses incurred in all accidents will not exceed the Principal Sum Amount. Any premiums and benefits payable under this rider shall be included in the determination of whether a return of premium is owed in accordance with the Return of Premium Section of the policy.

### **Exceptions and Limitations**

We will not pay for loss due to any conditions or circumstances excluded by the Exceptions and Limitations Provision and Special Limitations Provision in the policy. If in the same accident, the Insured incurs two or more of the losses shown above, We will pay the Owner only ONE amount. The amount We will pay will be the largest shown for the loss incurred.

The loss for two hands, two feet, and one hand and one foot is only payable when the double loss occurs as the result of the same accident.

### **Termination of Rider**

When We have paid benefits for losses covered under this rider in an amount equal to the Principal Sum Amount, the rider will terminate. This rider will terminate if the policy terminates.