



# 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) Paralysis;
- (h) Renal Failure; or
- (i) 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.

### 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, 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 biochemical markers.
- (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. 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) **"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.
- (k) **"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.
- (l) **"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;
- (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;
- (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;

- (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**

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

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

We will then terminate the policy and any rider(s).

If a first Diagnosis of Life-Threatening Cancer or of First Carcinoma in Situ is made more than 90 days after the Policy Issue Date or more than 90 days 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.

### **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.

### **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 no more than once every six months. 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. We will send the Owner written notice, at the Owner's last known address, at least 45 days prior to the date of any change in premium.

### **Termination**

This policy will end on the earliest of the following:

- (a) the date that We receive the Owner's 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; or
- (e) the date the policy terminates as set forth in the Special Limitations for Life Threatening Cancer and First Carcinoma in Situ section.

### **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.

### **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 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 waiting period after the reinstatement date will apply for Life Threatening Cancer and First Carcinoma in Situ.

**Optional Benefit**

**Accidental Death and Dismemberment Benefits —  
Optional Rider — 0HA6M-16**

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 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.