YOUR GROUP VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

FOR EMPLOYEES OF:

SterlingRisk

CLASS(ES):

All Eligible Employees

REVISION EFFECTIVE DATE:

January 1, 2025

PUBLICATION DATE:

December 3, 2024

NOTICE(S)

THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF NEW YORK.

FOR RESIDENTS OF FLORIDA

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

Mutual of Omaha Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-775-8805
www.mutualofomaha.com

When contacting Us, please have Your Policy number available.

IF YOU ARE NOT SATISFIED WITH YOUR CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS AFTER YOU RECEIVE IT, UNLESS A CLAIM HAS PREVIOUSLY BEEN RECEIVED BY US UNDER YOUR CERTIFICATE. WE WILL REFUND WITHIN 30 DAYS OF OUR RECEIPT OF THE RETURNED CERTIFICATE ANY PREMIUM THAT HAS BEEN PAID AND THE CERTIFICATE WILL THEN BE CONSIDERED TO HAVE NEVER BEEN ISSUED. YOU SHOULD BE AWARE THAT IF YOU ELECT TO RETURN THE CERTIFICATE FOR A REFUND OF PREMIUMS, LOSSES WHICH OTHERWISE WOULD HAVE BEEN COVERED UNDER YOUR CERTIFICATE WILL NOT BE COVERED.

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CERTIFICATE OF INSURANCE

MUTUAL OF OMAHA INSURANCE COMPANY

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175

Mutual of Omaha Insurance Company certifies that Group Policy No. GMAD-402K (Policy) has been issued to SterlingRisk (Policyholder).

Insurance is provided for certain Employees as described in the Policy.

The benefits described in this Certificate are subject to the terms and conditions of the Policy. Benefits are effective only if You and Your dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

James T. Blackledge
Chief Executive Officer

Jay A. Vanbeat
Corporate Secretary

SCHEDULE

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

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

CLASSIFICATION(S)

All Eligible Employees

Guarantee Issue Limit:

For You: All Amounts

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

HEALTH INSURANCE FOR YOU

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

You can be insured for a Principal Sum from $10,000 to $500,000 in $10,000 increments. In no event shall the Principal Sum exceed 5 times Your Annual Salary.

For the Amount of Insurance You elected, refer to Your Enrollment Form maintained by Your Policyholder or Benefits Administrator.

Annual Salary means Your gross Annual Salary received from the Policyholder during the tax year immediately prior to the date of loss, as reported on Your K-1, W-2 or S-Corporation Federal Tax Return. It includes Your regular income plus any guaranteed payments or compensation received from the Policyholder. It includes employee contributions to deferred compensation plans received from the Policyholder. It does not include commissions, bonuses, overtime pay, Policyholder contributions to deferred compensation plans, shift differential, or other extra compensation received from the Policyholder.

Accidental Death and Dismemberment Benefits will be reduced as follows:

If You are age:	**Your Current Principal Sum will reduce by:**
65	35.00%
70	25.00%
75	15.00%

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

If You are age 65 or older on the day You become insured under the Policy; the Principal Sum for which You can apply will be reduced (as shown above) in accord with Your attained age. Thereafter, benefits will continue to reduce in accord with the reductions shown above.

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

HEALTH INSURANCE FOR YOUR DEPENDENT SPOUSE

Your lawful spouse can be insured for a Principal Sum from $5,000 to $150,000 in $5,000 increments. In no event shall the dependent Principal Sum exceed 50% of Your Principal Sum. Spouse insurance will terminate according to the When Insurance for a Dependent Spouse Ends provision.

For the Amount of Insurance elected for Your spouse, refer to Your Enrollment Form maintained by Your Policyholder or Benefits Administrator.

HEALTH INSURANCE FOR DEPENDENT CHILDREN (AGE 14 DAYS TO 26 YEARS)

Your eligible dependent children can be insured for a Principal Sum from $10,000 to $10,000 in $10,000 increments. In no event shall the dependent Principal Sum exceed 50% of Your Principal Sum.

For the Amount of Insurance elected for Your dependent children, refer to Your Enrollment Form maintained by Your Policyholder or Benefits Administrator.

EMPLOYEE ELIGIBILITY

Accidental Death and Dismemberment Benefits

DEFINITIONS

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

Actively Employed or *Active Employment* means:

a) Actively Working on a regular and continuous basis for the Policyholder 30 or more hours each week; and
b) receiving compensation from the Policyholder for work performed for the Policyholder.

Note: Employees who are Totally Disabled will not be considered actively employed.

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

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

An Employee will not be considered actively working if confined:

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

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

a) regular paid holiday or day of vacation;
b) regular or scheduled non-working day; or
c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

a) in a Hospital as an inpatient;
b) in any institution or facility other than a Hospital; or
c) at home and under the care or supervision of a Physician due to an Injury or Sickness;

on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

Eligibility Waiting Period means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

Employee means a person who is lawfully and legally able to work in the United States and who is Actively Employed in the United States.

An employee does not include a person:

a) not lawfully or legally able to work in the United States;
b) working on a seasonal or temporary basis; or
c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Evidence of Good Health means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
b) applies for insurance in excess of the Guarantee Issue Limit;
c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

Guarantee Issue Limit means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

Hospital means a short-term, acute, general hospital, which:
a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
b) has organized departments of medicine and major surgery;
c) has a requirement that every patient must be under the care of a physician or dentist;
d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x(k));
f) is duly licensed by the agency responsible for licensing such hospitals; and
g) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

Prior Plan means any plan of group accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

Rider means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR COVERAGE

An Employee who has completed 30 days of continuous Active Employment on or before December 1, 2010 becomes eligible for insurance under the Policy on December 1, 2010.

An Employee who is not eligible for insurance under the Policy on December 1, 2010, or an Employee who is hired after December 1, 2010, becomes eligible for insurance under this Policy on the day following completion of 30 days of continuous Active Employment.

ADDITIONAL COVERAGE REQUIREMENT

An eligible Employee must have life insurance coverage maintained by the Policyholder and issued by Us to become insured under this Policy. If an eligible Employee does not elect life insurance coverage maintained by the Policyholder, the Employee may not elect coverage under this Policy. If an eligible Employee's life insurance coverage maintained by the Policyholder ends, insurance under this Policy also ends.

CONTINUITY OF COVERAGE

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide accidental death and dismemberment coverage, subject to all of the conditions below, for an Employee who:
a) was insured under the Prior Plan on the last day it was in effect;
b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;

c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:
a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
c) coverage is subject to uninterrupted payment of premium to Us; and
d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Coverage under this Continuity of Coverage provision ends on the earliest of:
a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

WHEN EMPLOYEE INSURANCE BEGINS

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the first day of the month which coincides with or follows the later of the day:
a) the Employee becomes eligible; or
b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;
and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group accidental death and dismemberment insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

CHANGES IN THE AMOUNT OF YOUR INSURANCE

Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

Increase in the Amount of Your Insurance

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

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

a) of the change; or
b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

EXCEPTIONS TO CHANGES IN THE AMOUNT OF YOUR INSURANCE

Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the day You return to Active Employment.

Life Event means:

a) You become lawfully married or divorced;
b) You have a natural-born child, adopt a child or acquire a stepchild;
c) Your spouse's accidental death and dismemberment insurance under another employer's group plan ends;
d) Your spouse's employment is terminated; or
e) Your lawful spouse dies.

$10,000 Annual Increase

Under this provision, You may annually elect to increase the amount of Your insurance up to $10,000 without providing Us Evidence of Good Health. To be eligible for this election, You must be insured for accidental death and dismemberment insurance under this Policy at the time of the request and Actively Employed. This election cannot be made more than once a year and is subject to the following conditions:

a) You must submit a written election to Us at least 31 days prior to the Policy anniversary or a date designated by the Policyholder; and
b) insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of this Certificate.

REINSTATEMENT OF EMPLOYEE INSURANCE

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

a) Non-Payment of Premium;
b) Involuntary Reduction in Hours; and
c) Rehired Employee.

Non-payment of Premium
If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

Involuntary Reduction in Hours
If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

Rehired Employee
If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

WHEN EMPLOYEE INSURANCE ENDS

Insurance will end on the earliest of the day:
a) the Policy terminates;
b) You are no longer Actively Employed;
c) You do not satisfy the Additional Coverage Requirement;
d) You do not satisfy any other eligibility conditions described in this Certificate;
e) any applicable premium contribution is due and unpaid; or
f) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

EXCEPTIONS TO WHEN EMPLOYEE INSURANCE ENDS

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For accidental death and dismemberment insurance:
a) Layoff or Leave of Absence
a) Portability

LAYOFF OR LEAVE OF ABSENCE

You may be able to continue accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:
a) We must continue to receive uninterrupted premium payment;

b) the Policyholder may be able to continue Your accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
d) the amount of insurance will not be increased while You are laid off or on an approved leave of absence.

Note: If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the earliest of the day:
a) the Policy terminates;
b) any applicable premium contribution is due and unpaid;
c) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
d) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

CONTINUATION OF INSURANCE UNDER FAMILY AND MEDICAL LEAVE – FOR REFERENCE ONLY

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence. You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You. Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave. Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

PORTABILITY

You may be able to obtain accidental death and dismemberment insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:
a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
b) employment with the Policyholder ends;
c) You are not Actively Employed;
d) You retire; or
e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:
a) You must submit a written request and the first premium within 31 days after insurance ends;
b) the amount of insurance may not exceed the lesser of:
    1. the amount in effect on Your last day of Active Employment; or
    2. $500,000; and
c) the amount of insurance under this Portability provision may not be increased.

Premium Rates for Portability

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

a) You reach 70 years of age;
b) any applicable premium contribution is due and unpaid;
c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated; or
d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

DEPENDENT ELIGIBILITY

Accidental Death and Dismemberment Benefits

DEFINITIONS

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

Certificate means this Certificate of Insurance form and all Riders to this certificate.

Dependent means a person who, as indicated by evidence acceptable to Us, is:

a) Your lawful spouse;
b) Your natural born, legally adopted, or proposed adoptive child;
c) Your stepchild;
d) any other child who lives with the Employee in a regular parent-child relationship; or
e) dependent upon You for support and maintenance.

A dependent does not include:

a) anyone insured under this Policy as an Employee;
b) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
c) a child who has attained the Limiting Age defined in this Certificate;
d) Your divorced or legally separated spouse;
e) Your lawful spouse after You reach age 70;
f) Your married child(ren);
g) Your child if the child has been legally adopted by another person; or
h) a child:
    1. temporarily living in Your home;
    2. placed in Your home by a social service agency which retains control over the child; or
    3. who has a natural parent in a position to exercise parental responsibility and control.

Evidence of Good Health means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;
c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or
d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

Guarantee Issue Limit means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

Hospital means a short-term, acute, general hospital, which:

a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
b) has organized departments of medicine and major surgery;
c) has a requirement that every patient must be under the care of a physician or dentist;
d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x[k]);
f) is duly licensed by the agency responsible for licensing such hospitals; and
g) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

Incapacitated with respect to a Dependent child, means that Dependent child is continuously:

a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
b) primarily dependent upon You for financial support and maintenance.

Limiting Age means a child's 26th birthday.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

Prior Plan means any plan of group accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

Rider means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

WHEN A DEPENDENT BECOMES ELIGIBLE

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, only one of You may insure Your child or children under this Policy.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

a) born while You are insured under this Policy; or
b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

WHEN DEPENDENT INSURANCE BEGINS

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined:

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

on the day insurance is to begin will not take effect until such confinement ends.

Insurance for a Dependent born while You are insured under this Policy will take effect from birth.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day:

a) You become insured;
b) You acquire the eligible Dependent; or
c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, if a Dependent was eligible for group accidental death and dismemberment coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable.

CHANGES IN THE AMOUNT OF YOUR DEPENDENT'S INSURANCE

Decrease in the Amount of Your Dependent's Insurance

Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.

Increase in the Amount of Your Dependent's Insurance

Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.

EXCEPTIONS TO CHANGES IN THE AMOUNT OF DEPENDENT INSURANCE

Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 31 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 31 days after a Life Event, insurance for Your Dependent will begin on the first day of the month that coincides with or follows the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 31 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 31 days after a Life Event, Dependent insurance will end in accordance with the When Your Dependent Insurance Ends provision of this Certificate.

Life Event means:

a) You become lawfully married or divorced;
b) You have a natural-born child, adopt a child, or acquire a stepchild;
c) Your lawful spouse's accidental death and dismemberment insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or
d) Your lawful spouse dies.

REINSTATEMENT OF DEPENDENT INSURANCE

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the request for reinstatement.

WHEN INSURANCE FOR A DEPENDENT CHILD ENDS

Insurance for a Dependent child will end on the earliest of the:

a) day this Policy terminates;
b) day any premium contribution for Dependent child insurance is due and unpaid;
c) day the Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
d) day Your insurance ends; or
e) day the Dependent child is no longer eligible.

EXCEPTIONS TO WHEN DEPENDENT INSURANCE ENDS

Incapacitated Child

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

a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

WHEN INSURANCE FOR A DEPENDENT SPOUSE ENDS

Insurance for a Dependent spouse will end on the earliest of the:

a) day this Policy terminates;
b) day You attain age 70;
c) day any premium contribution for Dependent spouse insurance is due and unpaid;
d) day the Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
e) day Your insurance ends; or
f) day the Dependent spouse is no longer eligible.

PORTABILITY

When You elect to continue accidental death and dismemberment insurance under the Portability provision in this Certificate, You may also elect to continue accidental death and dismemberment insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death, he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

a) Your insured spouse is less than age 70;

b) You must submit a written request and the first premium to Us within 31 days after the Dependent insurance ends;
c) the amount of insurance may not exceed the lesser of:
    1. the amount in effect on the day Dependent insurance ends; or
    2. $250,000; and
d) the amount of Dependent insurance under this Portability provision cannot be increased.

Premium Rates for Portability

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

When Portability Ends

A Dependent's insurance under this Portability provision will end on the earliest of the day:
a) Your lawful spouse becomes 70 years of age;
b) Your child reaches the Limiting Age or is no longer Incapacitated;
c) Your child marries;
d) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less); or
e) any premium contribution for Dependent insurance is due and unpaid.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

For You

DEFINITIONS

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

Automobile means a licensed private passenger motor vehicle for use on public highways.

Controlled Drug means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

Intoxicated means blood alcohol level at the time of death or dismemberment equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

Loss of a Hand or Foot means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of Sight means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

Paralysis means loss of use of a limb without Severance. This loss must be determined by a Physician to be complete and irreversible.

Seat Belt means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

Traveling on Business of the Policyholder means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder.

BENEFITS

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

TABLE

Loss	**Benefit**
Loss of Life	Principal Sum

Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	Principal Sum
Triplegia (total Paralysis of three limbs)	Three-quarters Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One-half Principal Sum
Hemiplegia (total Paralysis of an upper and a lower limb)	One-half Principal Sum
Uniplegia (total Paralysis of a limb)	One-fourth Principal Sum

The **Principal Sum** is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

PAYMENT FOR LOSS OF LIFE

Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

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

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

Mode of Payment

We will pay death benefits in a lump sum.

Beneficiary or Mode of Payment Change

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

PAYMENT FOR OTHER THAN LOSS OF LIFE

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

EXPOSURE AND DISAPPEARANCE

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

a) You disappear;
b) Your body is not found; and

c) a valid death certificate is issued by a court of appropriate jurisdiction.

AIRBAG BENEFIT

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

Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of $50,000. This benefit is paid in addition to the Principal Sum.

Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

a) You are not seated directly behind an Airbag; or
b) the Automobile is being used for professional racing, stunting, or exhibition work.

COMMON CARRIER BENEFIT

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed $1,000,000.

SEAT BELT BENEFIT

Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to $50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when the Automobile is being used for professional racing, stunting, or exhibition work.

EXCLUSIONS

We will not pay for any loss which:

a) results, whether the Insured Person is sane or insane, from:
    1. an intentionally self-inflicted Injury or Sickness; or
    2. suicide or attempted suicide;
b) results from the Insured Person's participation in a riot or in the commission of a felony;
c) results from an act of declared or undeclared war;
d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
e) occurs more than 365 days after the Injury;
f) does not result from an Accident;
g) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.

h) results in Injuries You receive while riding in any aircraft engaged in:
    1. racing;
    2. endurance tests; or
    3. acrobatic or stunt flying;
i) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician;
j) is caused by You, and is a result of Injuries You receive, while Intoxicated.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

For Your Dependents

DEFINITIONS

Accident means a sudden, unexpected unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

Automobile means a licensed private passenger motor vehicle for use on public highways.

Controlled Drug means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

Intoxicated means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

Loss of a Hand or Foot means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of Sight means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

Paralysis means loss of use of a limb without Severance. This loss must be determined by a Physician to be complete and irreversible.

Seat Belt means a factory-installed lap and shoulder seat belt, or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

BENEFITS

If an insured dependent is Injured or dies as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

TABLE

Loss	**Benefit**
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum

Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	Principal Sum
Triplegia (total Paralysis of three limbs)	Three-quarters Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One-half Principal Sum
Hemiplegia (total Paralysis of an upper and a lower limb)	One-half Principal Sum
Uniplegia (total Paralysis of a limb)	One-fourth Principal Sum

The Principal Sum is shown on the **SCHEDULE.**

If an Injury causes more than one loss shown in the Table above, We will pay only the largest Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

PAYMENT FOR LOSS OF LIFE

Beneficiary

Benefits will be payable to You, if You are living. If You are not living, benefits will be paid as follows:

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

PAYMENT FOR OTHER THAN LOSS OF LIFE

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

EXPOSURE AND DISAPPEARANCE

Your insured dependent will be presumed to have died, for purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

a) Your dependent disappears;
b) Your dependent's body is not found; and
c) a valid death certificate is issued by a court of appropriate jurisdiction.

AIRBAG BENEFIT

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

Benefits

If Your dependent is Injured in an Automobile Accident and that Injury results in the dependent's death, We will pay 10% of the amount of the Principal Sum, up to a maximum of $25,000. This benefit is paid in addition to the Principal Sum.

Exception

We will not pay Air Bag Benefits if the Automobile Accident occurs when:

a) Your dependent is not seated directly behind an Airbag; or
b) the Automobile is being used for professional racing, stunting, or exhibition work.

COMMON CARRIER BENEFIT

If Your insured dependent is Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in loss of life, We will pay an amount equal to the Principal Sum (for loss of life under this ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed $1,000,000.

SEAT BELT BENEFIT

Benefits

If Your insured dependent is Injured in an Automobile accident while Your dependent was wearing a Seat Belt, and that Injury results in Your dependent's death, We will pay 10% of the amount of the Principal Sum, up to $50,000. We must receive satisfactory written proof that Your dependent's death resulted from an Automobile Accident and that Your dependent was wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when the Automobile is being used for professional racing, stunting, or exhibition work.

EXCLUSIONS

We will not pay for any loss which:

a) results, whether Your dependent is sane or insane, from:
    1. an intentionally self-inflicted Injury or Sickness; or
    2. suicide or attempted suicide;
b) results from Your dependent's participation in a riot or in the commission of a felony;
c) results from an act of declared or undeclared war;
d) is incurred while Your dependent is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
e) occurs more than 365 days after the Injury;
f) does not result from an Accident;
g) results from Injuries Your dependent receives in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight;
h) results in injuries Your dependent receives while riding in any aircraft engaged in:
    1. racing;
    2. endurance tests; or
    3. acrobatic or stunt flying;
i) is caused by Your dependent, and is a result of injuries received, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
j) is caused by Your dependent, and is a result of injuries received, while Intoxicated.

PAYMENT OF CLAIMS

HOW TO FILE CLAIMS

Before benefits are paid, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give us the proof.

PROOF OF LOSS REQUIREMENTS

1. First, request a claim form from the Plan Administrator or from us.

   This request should be made:
   a) within 20 days after a loss occurs; or
   b) as soon as reasonably possible.

   When We receive the request, We will send a claim form for filing proof of loss. If We do not send it within l5 days, You can meet the proof of loss requirement by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, complete and sign the claim form. If a physician must complete part of the claim form, have the physician complete and sign that part.

3. Finally, return the claim form to the Plan Administrator or to us. The claim form is due:
   a) within 120 days after the loss occurs; or
   b) as soon as reasonably possible, but not later than one year after (a) above, unless the claimant is not legally capable.

WHEN CLAIMS ARE PAID

Policy benefits will be paid as soon as We receive acceptable proof of loss.

DIRECT PAYMENTS

Any loss of life benefit will be paid in accord with the Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You except that benefits unpaid at Your death may be paid, at Our option to:
   a) Your beneficiary; or
   b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than $1,000.00, We may pay up to $1,000.00 to any relative of Yours who We find is entitled to the benefit. Any payment made in good faith will fully discharge us to the extent of the payment.

EXAMINATION AND AUTOPSY

We sometimes require that a claimant be examined by a physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

CLAIM REVIEW AND APPEAL PROCEDURES FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

IMPORTANT NOTICE: In addition to the requirements described in this document, applicable state laws may contain requirements for claims review and appeal procedures. To the extent that any requirement in this document is inconsistent with any state law requirement, the requirement that is most favorable to the person insured under the Policy shall prevail. If you have any questions, please contact Us.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

Claimant means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except where the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

a) Initial claim decision period: 90 days
b) Extension period: 90 days

If additional information is needed, We will notify the Claimant within 15 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 30 days to submit the additional information to Us. We will make Our determination within 60 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

a) the specific reason(s) for the denial;
b) reference to the specific Policy provisions on which the denial is based;
c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 60 days and the right to bring a civil action following the appeal process; and

d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

OPPORTUNITY TO REQUEST AN APPEAL

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 60 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

a) the Insured Person's name;
b) the name of the person filing the appeal if different from the Claimant;
c) the Policy number; and
d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

RESPONSE TO APPEALS

We will respond no later than 60 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 60 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

a) information regarding the decision; and
b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

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

CHANGES IN THE INSURANCE CONTRACT

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

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

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

APPLICATIONS

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

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

LEGAL ACTIONS

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

DEFINITIONS

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

Injured means the occurrence of an Injury.

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

Insured Persons means You and/or Your Dependents who are insured under the Policy.

Physician means any of the following licensed practitioners:

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

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

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

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

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

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

ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by the Policyholder shall be referred to herein as the "Plan."

This document, in conjunction with Your Certificate, is Your ERISA Summary Plan Description for the insurance benefits described herein.

Contributions are made solely by participants. Contributions are based on the amount of insurance premiums necessary to provide Plan coverage.

The benefits under the Plan are fully insured by Us under a group insurance policy issued by Us. Benefits under the Policy are guaranteed to the extent all Policy provisions are met and subject to all terms and conditions of the Policy (including, but not limited to, all exclusions, limitations and exceptions in the Policy). Our home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER

The Employer Identification Number (EIN) is: 11-1957801
The Plan Number is: 501

PLAN ADMINISTRATOR

The Plan is provided through and administered by:

SterlingRisk
135 Crossways Park Drive
Suite 300
Woodbury, NY 11797
Phone: (516) 773-8644

AGENT FOR SERVICE OF LEGAL PROCESS

The agent for service of legal process upon the Plan is:

SterlingRisk
135 Crossways Park Drive
Suite 300
Woodbury, NY 11797
Phone: (516) 773-8644

PLAN YEAR

Each 12-month period beginning on January 1 is a "plan year" for the purposes of accounting and all reports to the U.S. Department of Labor and other regulatory bodies.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan, You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

a) Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at other specified locations all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

b) Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries. No one, including Your employer or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a benefit or exercising Your rights under ERISA.

c) Enforce Your Rights

If Your claim for a benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to $110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

d) Assistance with Your Questions

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PLAN DISCLOSURES

You are entitled to request from the Plan Administrator, without charge, information applicable to the Plan's benefits and procedures. In addition, Your Certificate includes, as applicable, a description of:

a) employee eligibility requirements;
b) when insurance ends;
c) state or federal continuation rights; and
d) claims procedures.

PLAN CHANGES

The persons with authority to change, including the authority to terminate, the Plan on behalf of the Policyholder are the Policyholder's Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Certificate entitled "Changes in the Insurance Contract" for information about how the Policy can be changed. The Policyholder's benefits area authorized to apply for and accept the Policy and any changes to the Policy on behalf of the Policyholder.

Group Voluntary Accidental Death and Dismemberment Benefits

SterlingRisk

Group Number: G000402K

Mutual of Omaha Insurance Company

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175