

Policy Series

P19902

# Sample - Mutual of Omaha

## CRITICAL ILLNESS INDEMNITY INSURANCE

The premium paid, the completed application, and Our reliance on the answers to the application questions have put this policy in force as of the Policy Issue Date. That date is shown on the Policy Schedule as the Policy Date. A copy of the application is attached.

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#### PART A. 30-DAY RIGHT TO EXAMINE POLICY

We want the Owner to fully understand and be entirely satisfied with this policy. If the Owner is not satisfied for any reason, the Owner may return this policy to Our agent within 30 days of its receipt. We will then refund any premiums paid less any claims paid. This policy will then be considered never to have been issued.

#### PART B. PLEASE READ THE APPLICATION

Please read the attached copy of the application immediately. If anything in it is not correct or if any past medical history has been left out, the Owner and the Insured should tell Us. This policy was issued on the basis that all information in the application is correct and complete. If not, this policy may not be valid.

#### PART C. 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. The premium must be paid by the date it is due or during the 31 day Grace Period.

#### PART D. PREMIUM CHANGES

The premium payable is shown in the Policy Schedule. This premium will not be

changed during the first policy year except as allowed in Part F of this policy. On or after the first policy anniversary, We may change the premium payable for this policy. Such change 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 30 days prior to the date of any change in premium.

#### PART E. DEFINITIONS

**"Beneficiary"** means the person, persons or entity named in writing by the Owner as the Beneficiary.

**"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 cardiac enzymes.

(i) **"Major Organ Transplant"** means clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with the organ(s) or tissue from a suitable donor under generally accepted medical procedures. Those organs or tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, pancreas-kidney or bone marrow. In order for the Insured's Major Organ Transplant to be covered under this policy, the Insured must also be registered by the United Network of Organ Sharing (UNOS).

(j) **"Multiple Sclerosis"** means the occurrence of at least two episodes of well-defined neurological abnormalities, with objective evidence of lesions at more than one site within the central nervous system. In order for Multiple Sclerosis to be covered under this policy, a Legally Qualified Physician who is a board certified neurologist must make a definitive Diagnosis of Multiple Sclerosis, supported by modern imaging and/or investigative techniques.

(k) **"Paralysis"** means the complete and permanent loss of the use of two or more limbs through neurological injury confirmed to have been present for a continuous period of at least 180 days by a Legally Qualified Physician who is a board certified neurologist. A "limb" means an arm or leg of the Insured.

(l) **"Renal Failure"** means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with regular dialysis. In order for Renal Failure to be covered under this policy, the Diagnosis of Renal Failure must be made by a Legally Qualified Physician who is a board certified nephrologist.

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

**"Date of Diagnosis"** means the date the Diagnosis is established by a Legally Qualified Physician, who is also a board certified specialist where required under this policy, through the use of clinical and/or laboratory findings as supported by the Insured's medical records.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Date of Diagnosis is the date of the performance of the surgical treatment as defined in this policy.

In the case of a Major Organ Transplant, the Date of Diagnosis is the date that the Insured has been registered by the United Network of Organ Sharing (UNOS).

**"Diagnosis"** means the definitive establishment of the Critical Illness Insured Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Legally Qualified Physician who is also a board certified specialist where required under this policy.

In the case of a First Coronary Angioplasty or First Coronary Artery Bypass Surgery, the Diagnosis includes the performance of the surgical treatment as defined in this policy.

In the case of a Major Organ Transplant, the Diagnosis includes Our verification that the Insured has been registered by the United Network of Organ Sharing (UNOS).

**"Clinical Diagnosis"** means a Diagnosis of Life Threatening Cancer or First

Carcinoma in Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Life Threatening Cancer or First Carcinoma in Situ only if the following conditions are met:

- (a) A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- (b) There is medical evidence to support the Diagnosis; and
- (c) A Legally Qualified Physician is treating the Insured for Life Threatening Cancer and/ or First Carcinoma in Situ.

**"Pathological Diagnosis"** means a Diagnosis of Life Threatening Cancer or First Carcinoma in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Legally Qualified Physician who is also a board certified pathologist and whose Diagnosis of malignancy conforms with the standards set by the American College of Pathology.

**"Insured"** means the person named as Insured on the Policy Schedule.

**"Legally Qualified Physician"** means a person, other than the Insured or the Owner, a member of the Insured's or the Owner's immediate family, or a business associate of the Insured or Owner, who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required under this policy.

**"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.

**"Our," "Us," "We"** means Mutual of Omaha Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska, 68175.

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

**"Policy Issue Date"** means the Policy Date shown in the Policy Schedule.

**"You," "Your,"** means the person named as the Insured on the Policy Schedule.

#### PART F. CRITICAL ILLNESS BENEFITS

Subject to the terms and conditions of this policy, all or a portion of the Maximum Benefit Amount, as designated below, is payable for a Critical Illness Insured Condition of the Insured, provided that the first Diagnosis of the Critical Illness Insured Condition is made while this policy is in force. 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 Our verification that the Insured has been registered by the United Network of Organ Sharing (UNOS). The amount payable is as follows:

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

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

- (i) Renal Failure; or
- (j) Stroke.

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

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

If a portion of the Maximum Benefit Amount is paid under this policy, 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.

If benefits are paid under certain attached riders, if applicable, the Maximum Benefit Amount under this policy will also be reduced by the rider benefits paid, and the premium for the policy 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.

#### PART G. CHANGE OF COVERAGE 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.

#### PART H. 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).

#### PART I. 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 Part K below.

#### PART J. 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: (1) invasive malignant melanoma in the dermis or deeper, and (2) skin malignancies that have become Life Threatening Cancers, as described in Part E. (c).

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

**PART K. SPECIAL LIMITATIONS FOR LIFE THREATENING CANCER AND FIRST**

**CARCINOMA IN SITU**

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

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

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

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

**PART L. HOW TO FILE A CLAIM**

**NOTICE OF CLAIM** -- We must be given written Notice of Claim within 30 days after a loss occurs or starts, or as soon thereafter as is reasonably possible. The Owner may give the Notice, or may have someone do it for the Owner. The Notice should give the Owner's name and the Insured's name and the policy number as shown on the Policy Schedule. Notice should be mailed to Us in Omaha, Nebraska, or to any of Our agents.

**CLAIM FORMS** -- When We receive the Notice of Claim, We will send the forms for filing a Proof of Loss. If We do not send forms within 15 days, the Owner or the Insured can meet the requirement by giving Us a written statement of the nature and extent of the loss, and any other necessary supporting documentation that we may require. We must receive this statement and any other necessary supporting documentation within the time given for filing written Proof of Loss.

**PROOF OF LOSS** -- We must receive due written Proof of Loss within 90 days after the date of such loss, or as soon thereafter as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

In order to confirm, to Our satisfaction, the existence of the loss generating the claim, We reserve the right to conduct an investigation, including an independent medical examination conducted by a Legally Qualified Physician of Our choice and at Our expense, as often as is reasonably necessary.

**PART M. PAYMENT OF CLAIMS**

Any benefits payable under the Policy will be paid to the Owner. If We receive notice of the death of the Owner prior to Our payment of the Benefits, We will pay the Beneficiary. In the event that the Owner is deceased and there is no Beneficiary, We will pay any amount payable to the estate of the Owner.

We will pay any benefits payable in a lump sum within 45 days of receipt of due written Proof of Loss, subject to the provisions of this policy. If the claim is not denied for valid and proper reasons or paid by the end of such period, We will pay 1 1/2% per month on the amount of such claim until it is finally settled or adjudicated. In the event We fail to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest due and any other damages as may be allowable by law.

**PART N. TERM OF COVERAGE**

Coverage starts on the Policy Issue Date at 12:01 a.m., Standard Time where

the Insured lives. It ends at 12:01 a.m., the same Standard Time, on the first renewal date. Each time the policy is renewed by paying the premium within the 31-day grace period, the new term begins when the old term ends.

PART O. POLICY PROVISIONS

**ENTIRE CONTRACT CHANGES** -- This policy and any attachments are the entire contract. No agent may change it in any way. Only an officer of Ours can approve a change. Any such change must be shown in the policy.

**TIME LIMIT ON CERTAIN DEFENSES** -- After this policy has been in force for a period of two years during the Insured's lifetime, We cannot use misstatements, except fraudulent misstatements in the application, to void the coverage or deny a claim for loss that happens after the two-year period.

After this policy has been in force for a period of two years after the date of reinstatement and during the Insured's lifetime, We cannot use misstatements, except fraudulent misstatements, in the reinstatement application to void the coverage or to reduce or deny a claim which would otherwise be covered.

This provision also applies to riders attached to this policy. In applying this provision, the word "rider" will be used for the word "policy".

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

**REINSTATEMENT** -- If the premium due is not paid before the end of the Grace Period, this policy will end as of the premium due date. If We later accept the premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be placed in force once the application is approved. Unless we have previously sent the Owner written notice of disapproval, the policy will be reinstated on the 45th 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 the Owner is 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 as described in Part K.

**CHANGE OF BENEFICIARY** - The Owner may change a Beneficiary by written request filed with Us. The consent of the beneficiary or beneficiaries is not required to make any change to this policy. No change will take effect unless such request is received and recorded by Us during the Insured's lifetime. A valid request received by Us will then take effect as of the date received and recorded. No change of Beneficiary will have any effect on payment or other action taken by Us before it is received.

**OWNERSHIP** -- This policy belongs to the Owner. All policy rights may be exercised by the Owner. Ownership of this policy may be transferred only by written request filed with Us in Omaha, Nebraska. The transfer of ownership shall be effective on the date the written request was signed. All transfers will be subject to any action taken by Us prior to receipt of the written request. We will have no liability for our actions or omissions made in good faith relating to any transfer of ownership.

**PHYSICAL EXAMINATION** - We, at Our expense, may have the Insured examined when and as often as reasonable while a claim is pending.

**LEGAL ACTIONS** -- No person can bring a legal action to recover under this policy until the expiration of at least 60 days after We have received written Proof of Loss that is satisfactory to Us. No action may be commenced to recover under this policy more than three years after the date that Proof of Loss is required.

**MISSTATEMENT OF AGE OR SEX** -- If the Insured's age or sex has been misstated, all amounts payable under this policy will be adjusted. The benefits paid will be based on the amount of coverage that the premiums paid would have purchased had the Insured's correct age and sex been provided. As a result of such misstatement, We may have issued a policy which would not have been issued to You had such misstatement not occurred. In that case, Our liability under this policy will be limited to a refund of the premium paid.

**CONFORMITY WITH STATE STATUTES** -- The provisions of this policy must conform with the laws of the state in which You reside on the Policy Issue Date. If they do not, they are hereby amended to conform.

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

President  
Corporate Secretary

Countersigned by:

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Licensed Resident Agent



