

SERFF Tracking Number: MUTM-126781020 State: Arkansas
Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 46704
Company Tracking Number: LUTHER MARDOCK
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
Product Name: Hospital Indemnity Insurance - HI10 & HA10
Project Name/Number: HIP/HI10-23783

Filing at a Glance

Company: Mutual of Omaha Insurance Company

Product Name: Hospital Indemnity Insurance - SERFF Tr Num: MUTM-126781020 State: Arkansas
HI10 & HA10

TOI: H14I Individual Health - Hospital Indemnity SERFF Status: Closed-Approved- Closed State Tr Num: 46704

Sub-TOI: H14I.000 Health - Hospital Indemnity Co Tr Num: LUTHER MARDOCK State Status: Approved-Closed
Filing Type: Form/Rate Reviewer(s): Rosalind Minor

Authors: Shelly Kaipust, Sofia Disposition Date: 09/14/2010

Kuehn, Jan Serafini, Thea

Shepherd, Kurt Vangreen, Mary

Gregg, Gilbert Burket, Krysia

Gannon, Ellen Cochran, Robyn

Gonzales, Joanne Najdzin, Kristin

Miller, Luther Mardock, Neil

Sandhoefner, Katie Tupper

Date Submitted: 09/02/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: HIP

Project Number: HI10-23783

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/14/2010

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/14/2010

Created By: Krysia Gannon

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Krysia Gannon

Filing Description:

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Product Name: Hospital Indemnity Insurance - HI10 & HA10
Project Name/Number: HIP/HI10-23783
September 2, 2010

Arkansas Department of Insurance
Attn: Compliance - Life & Health
1200 West Third Street
Little Rock, AR 72201-1904

RE: Mutual of Omaha Insurance Company
NAIC # 261-71412 FEIN # 47-0246511
Individual Sickness & Accident Insurance
Hospital Confinement Indemnity Insurance Policy HI10-23783
Accident-Only Hospital Confinement Indemnity
Insurance Policy HA10-23784
Accident-Only Hospital Confinement Indemnity
Daily Room Benefit Increase Rider OMT1M
Application MA5968-03
Outlines of Coverage OC1751 and OC1752
Actuarial Memorandum and Rate Schedules

Enclosed for filing with your Department are copies of the above-captioned forms which comprise Mutual of Omaha's new direct response hospital confinement indemnity insurance program. These forms are new and do not replace any previously filed forms.

Hospital Confinement Indemnity Insurance Policy HI10-23783 was developed to provide per diem hospital confinement indemnity benefits for the treatment of sickness and injuries. Accident-Only Hospital Confinement Insurance Policy HA10-23784 is substantially similar to HI10-23783 except it provides coverage for injuries only. These guaranteed renewable policies will be marketed for both individual and family coverage.

We request policy HI10-23783 be approved as variable with respect to the bracketed timeframe options in the Pre-existing Conditions Limitation section.

Several riders will be used with these policies to provide optional benefits. Accident-Only Hospital Confinement Indemnity Daily Room Benefit Increase Rider OMT1M provides an increased daily room benefit for hospital confinement as a result of an injury. This rider will be used with both HI10-23783 and HA10-23784.

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In addition, we request an extension of use for the following previously approved riders for use with both HI10-23783 and HA10-23784:

- Accidental Death Benefits Rider 0KJ9M, approved September 20, 2002;
- Specific Major Injury Benefits Rider 0KK1M, approved September 20, 2002;
- Unemployment Waiver of Premium Rider 0MT4M, approved July 12, 2010; and
- Hospitalization Waiver of Premium Rider 0MT5M, approved July 12, 2010.

Application MA5968-03 will be used to apply for this coverage. Please note the attached Appendix A which explains the variable payment methods that will be used with this application. We ask that all bracketed areas of the application be filed as variable to accommodate changes in marketing criteria. Solicitation will be conducted through direct response marketing. We also request the use of voice and electronic signature capability with this application. Additionally, an Application Memorandum of Variable Material is attached.

Outline of Coverage OC1751 will be used with HI10-23783 and OC1752 will be used with HA10-23784. We request OC1751 be approved as variable with respect to the bracketed timeframes in the Pre-existing Conditions Limitation provision, so these timeframes may be changed when the corresponding timeframes in the policy are changed.

Variability is also requested for bracketed text shown on the policy schedules and for the address and telephone numbers shown on the face page of the policies.

An actuarial memorandum and rate schedule pages are also attached.

Substantially similar forms were filed in Nebraska, our state of domicile, on August 16, 2010.

These forms meet or exceed your state's Flesch score requirements.

Your consideration and approval of this filing will be most appreciated. If I may be of additional assistance as you complete your review, please do not hesitate to contact me.

Sincerely,

Sofia Kuehn, HIA, ACS, AIRC, AIAA
Senior Product and Advertising Compliance Analyst
Regulatory Affairs
Phone: 402-351-8498
Fax: 402-351-5298
E-mail: sofia.kuehn@mutualofomaha.com

SERFF Tracking Number: MUTM-126781020 State: Arkansas
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 Product Name: Hospital Indemnity Insurance - HI10 & HA10
 Project Name/Number: HIP/HI10-23783

Company and Contact

Filing Contact Information

Luther Mardock, Product & Advertising luther.mardock@mutualofomaha.com
 Compliance Analyst
 4 - Regulatory Affairs 402-351-6919 [Phone]
 Mutual of Omaha 402-351-5298 [FAX]
 Mutual of Omaha Plaza
 Omaha, NE 68175

Filing Company Information

Mutual of Omaha Insurance Company CoCode: 71412 State of Domicile: Nebraska
 Mutual of Omaha Plaza Group Code: 261 Company Type: Health Insurance
 Omaha, NE 68175 Group Name: State ID Number:
 (402) 351-6420 ext. [Phone] FEIN Number: 47-0246511

Filing Fees

Fee Required? Yes
 Fee Amount: \$350.00
 Retaliatory? No
 Fee Explanation: 6 forms x \$50
 + 1 rate x \$50
 =\$350
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Mutual of Omaha Insurance Company	\$350.00	09/02/2010	39212646

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/14/2010	09/14/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	09/09/2010	09/09/2010	Mary Gregg	09/09/2010	09/09/2010

SERFF Tracking Number: *MUTM-126781020* *State:* *Arkansas*
Filing Company: *Mutual of Omaha Insurance Company* *State Tracking Number:* *46704*
Company Tracking Number: *LUTHER MARDOCK*
TOI: *H14I Individual Health - Hospital Indemnity* *Sub-TOI:* *H14I.000 Health - Hospital Indemnity*
Product Name: *Hospital Indemnity Insurance - HI10 & HA10*
Project Name/Number: *HIP/HI10-23783*

Disposition

Disposition Date: 09/14/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MUTM-126781020 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Memorandum of Variable Material	Approved-Closed	Yes
Supporting Document	Payment Methods Appendix	Approved-Closed	No
Supporting Document	Credit Card Certification	Approved-Closed	Yes
Supporting Document	Certification of Compliance with Rule 19	Approved-Closed	Yes
Form (revised)	Hospital Confinement Indemnity Insurance Policy	Approved-Closed	Yes
Form	Hospital Confinement Indemnity Insurance Policy	Replaced	Yes
Form (revised)	Hospital Confinement Indemnity Insurance Policy	Approved-Closed	Yes
Form	Hospital Confinement Indemnity Insurance Policy	Replaced	Yes
Form	Daily Room Benefit Increase Rider	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes
Rate	Rates	Approved-Closed	Yes

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Product Name: Hospital Indemnity Insurance - HI10 & HA10
Project Name/Number: HIP/HI10-23783

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/09/2010
Submitted Date 09/09/2010
Respond By Date

Dear Luther Mardock,

This will acknowledge receipt of the captioned filing.

Objection 1

- Hospital Confinement Indemnity Insurance Policy, HI10-23783 (Form)

Comment:

With respect to newborn children, coverage must be for at least 90 days. Refer to ACA 23-79-129.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: MUTM-126781020 State: Arkansas
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Product Name: Hospital Indemnity Insurance - HI10 & HA10
Project Name/Number: HIP/HI10-23783

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/09/2010
Submitted Date 09/09/2010

Dear Rosalind Minor,

Comments:

RE: SERFF Tracking # MUTM-126781020; State Tracking # 46704
Mutual of Omaha Insurance Company
NAIC # 261-71412 FEIN # 47-0246511
Individual Sickness & Accident Insurance
Hospital Confinement Indemnity Insurance Policy HI10-23783
Accident-Only Hospital Confinement Indemnity
Insurance Policy HA10-23784
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Daily Room Benefit Increase Rider OMT1M
Application MA5968-03
Outlines of Coverage OC1751 and OC1752
Actuarial Memorandum and Rate Schedules

Dear Ms. Minor:

Thank you for your on-going review of this filing. I will respond to the concern in your objection letter dated September 9, 2010.

Response 1

Comments: 1. With respect to newborn children, coverage must be for at least 90 days. Refer to ACA 23-79-129.

Please note that we have revised the Newborn and Adopted Children provision in both HI10-23783 and HA10-23784 in accordance with the cited statute.

Related Objection 1

Applies To:

- Hospital Confinement Indemnity Insurance Policy, HI10-23783 (Form)

Comment:

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With respect to newborn children, coverage must be for at least 90 days. Refer to ACA 23-79-129.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Hospital Confinement Indemnity Insurance Policy	HI10-23783		Policy/Contract/Fraternal Certificate	Initial		50.400	HI10-23783 AR 09-09-10.pdf
Previous Version							
Hospital Confinement Indemnity Insurance Policy	HI10-23783		Policy/Contract/Fraternal Certificate	Initial		50.400	HI10-23783 AR.pdf
Hospital Confinement Indemnity Insurance Policy	HA10-23784		Policy/Contract/Fraternal Certificate	Initial		51.300	HA10-23784 AR 09-09-10.pdf
Previous Version							
Hospital Confinement Indemnity Insurance Policy	HA10-23784		Policy/Contract/Fraternal Certificate	Initial		51.300	HA10-23784 AR.pdf

No Rate/Rule Schedule items changed.

Your consideration and approval of this filing will be most appreciated. If I may be of additional assistance as you complete your review, please do not hesitate to contact me.

Sincerely,

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Product Name: Hospital Indemnity Insurance - HI10 & HA10
Project Name/Number: HIP/HI10-23783

Luther Mardock

Product and Advertising Compliance Analyst

Regulatory Affairs

Phone: 402-351-6919

Fax: 402-351-5298

E-mail: luther.mardock@mutualofomaha.com

Sincerely,

Ellen Cochrane, Gilbert Burket, Jan Serafini, Joanne Najdzin, Katie Tupper, Kristin Miller, Krysia Gannon, Kurt Vangreen, Luther Mardock, Mary Gregg, Neil Sandhoefner, Robyn Gonzales, Shelly Kaipust, Sofia Kuehn, Thea Shepherd

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 Product Name: Hospital Indemnity Insurance - HI10 & HA10
 Project Name/Number: HIP/HI10-23783

Form Schedule

Lead Form Number: HI10-23783

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 09/14/2010	HI10-23783	Policy/Cont ract/Fratern al	Hospital Confinement Indemnity Insurance Policy	Initial		50.400	HI10-23783 AR 09-09- 10.pdf
Approved-Closed 09/14/2010	HA10- 23784	Policy/Cont ract/Fratern al	Hospital Confinement Indemnity Insurance Policy	Initial		51.300	HA10-23784 AR 09-09- 10.pdf
Approved-Closed 09/14/2010	OMT1M	Policy/Cont ract/Fratern al	Daily Room Benefit Increase Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		54.000	OMT1M National 08- 09-10.pdf
Approved-Closed 09/14/2010	MA5968-03	Application/ Enrollment Form	Application	Initial			MA5968-03 HIP AR Fraud.pdf
Approved-Closed 09/14/2010	OC1751	Outline of Coverage	Outline of Coverage	Initial		52.900	OC1751 Natl HIP 08-09- 10.pdf
Approved-Closed 09/14/2010	OC1752	Outline of Coverage	Outline of Coverage	Initial		51.000	OC1752 Natl AOHIP 08-09- 10.pdf

MUTUAL OF OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



HOSPITAL CONFINEMENT INDEMNITY INSURANCE POLICY

PLEASE REVIEW YOUR APPLICATION

Please review the attached copy of your application. If anything is incorrect or if any medical history is missing, it is your obligation to inform us right away. We issued your policy on the basis that all of the information shown in your application was correct and complete. If it is not, your policy may not be valid.

30-DAY RIGHT TO REVIEW POLICY

You have 30 days from the date of its delivery to review your policy. If during that time you are not satisfied with your policy, you may return it to us or to your agent for a prompt refund of all premiums paid. The policy will then be considered never to have been issued.

GUARANTEED RENEWABLE FOR LIFE

Your policy is guaranteed renewable for life. This means you have the right to continue your policy for as long as you live. Unless there has been a *material misrepresentation*, we cannot cancel your policy as long as you pay the required premium before the end of each grace period.

PREMIUM CHANGES

We may change the premium for your policy. However, we cannot make any premium change unless we make the same change to all policies of this form issued to persons of the same *class*. We will give you 60 days advance written notice prior to any premium change.

NOTICE TO BUYER: THIS IS A HOSPITAL CONFINEMENT INDEMNITY POLICY WHICH PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

This Is a Legal Contract Between You and Us.

CAUTION: READ YOUR POLICY CAREFULLY.

THIS POLICY CONTAINS A PRE-EXISTING CONDITION LIMITATION.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

To Inquire About Your Coverage or to Express a Concern,

You May Call Us Toll-Free At:

For Customer Service [1-XXX-XXX-XXXX]

For Claims Service [1-XXX-XXX-XXXX]

Chairman of the Board and
Chief Executive Officer

Corporate Secretary

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are italicized wherever they appear in your policy.

Class means persons with the same policy form and type of coverage as yours. Such persons reside in the same geographic area of the state as you do.

Complications of pregnancy means:

- (a) when the pregnancy is not terminated, a condition with a diagnosis which is distinct from pregnancy, adversely affected by pregnancy, or caused by pregnancy. This includes acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity; and
- (b) cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, preeclampsia, eclampsia, and toxemia.

Complications of pregnancy do not include false labor, occasional spotting, morning sickness, hyperemesis gravidarum, or similar conditions associated with the management of a difficult pregnancy not constituting a distinct medically-classified complication of pregnancy.

Confined or confinement means confinement as a resident inpatient in a *hospital* for at least 12 hours because of *sickness* or *injury*. Confinement must be recommended and supervised by a *physician*.

Daily room benefit means the amount we will pay for each day of *confinement* in a semi-private or private room. The daily room benefit is shown on the policy schedule.

Dependent child means your dependent child or your *spouse's* dependent child who is insured in accordance with the DEPENDENTS PROVISIONS section.

Emergency room means a designated part of a *hospital* that is staffed and equipped to provide rapid treatment to persons requiring immediate medical care.

Hospital means any of the following places:

- (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- (b) a place operated for the care and treatment of resident inpatients with a registered nurse (RN) or *physician* always on the premises and with a laboratory and x-ray facility;
- (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or
- (d) a place certified as a hospital by Medicare.

Not included is a hospital or institution or a part of a hospital or institution which is licensed or used principally:

- (a) for the care or treatment of drug abuse, alcoholism, or chemical dependency; or
- (b) as a continued or extended care facility, skilled nursing facility, assisted living facility, rehabilitation facility, convalescent home, or nursing home.

ICU daily room benefit means the amount we will pay for each day of *confinement* in an *intensive care unit*. The ICU daily room benefit is shown on the policy schedule.

Injury means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to *sickness*, bodily infirmity, or any other cause.

Insured person means you and, if insured under this policy, your *spouse* or *dependent child*.

Intensive care unit means a separate, specifically designated facility of a *hospital* which provides the highest level of medical care to critically ill or injured patients. The facility must be permanently equipped and staffed by qualified personnel to provide close observation on a full-time basis. Intensive care unit includes a coronary care unit or renal care unit.

Material misrepresentation means a condition or combination of conditions you were required to disclose on the application was not disclosed and, if disclosed, would have caused us to deny issuing or reinstating your policy. Any material misrepresentation is subject to the **Time Limit on Certain Defenses** provision.

Mental or nervous disorder means neurosis, psychoneurosis, psychosis, or mental or emotional disease or disorder of any kind. Mental or nervous disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma, or viral infection.

Normal childbirth or normal pregnancy means childbirth or pregnancy free of *complications of pregnancy*.

Physician means a person, other than you or a member of your immediate family, duly licensed and legally qualified to diagnose and treat a *sickness or injury*. He or she must be providing services within the scope of his or her license.

Policy date means the date coverage is effective under this policy as shown on the policy schedule.

Policy renewal date means the date your policy's premium is due. The frequency of the policy renewal date will vary depending on whether you pay premiums on a monthly, quarterly, semiannual or annual basis.

Sickness means an illness, disease, or physical condition which:

- (a) causes loss beginning while your policy is in force; and
- (b) is not excluded from coverage.

Spouse means the person to whom you are legally married and who is insured in accordance with the DEPENDENTS PROVISIONS section.

Substance abuse means drug abuse, alcoholism, or chemical dependency.

Urgent care center means a free-standing medical facility that is not part of a *hospital*, where patients are treated on a walk-in basis, without an appointment, and receive immediate medical care. If required by the state in which it is located, an urgent care center must have the appropriate state licensure, certification, or registration to operate as an urgent care center.

We, us, and our mean Mutual of Omaha Insurance Company.

You and your mean the person named as the Insured on the policy schedule.

PRE-EXISTING CONDITION LIMITATION

We will not pay benefits for loss resulting from a pre-existing condition, unless such loss occurs [3, 6, 9, 12] months or more after the *policy date*.

A pre-existing condition is a condition for which medical advice, diagnosis, care, or treatment was recommended by or received from a *physician* within [3, 6, 9, 12] months prior to the *policy date*.

HOSPITAL CONFINEMENT INDEMNITY BENEFITS

When an *insured person* is *confined* in a *hospital* as the result of a *sickness or injury*, we will pay the greater of either:

- (a) the *daily room benefit* for each day of *confinement*; or
- (b) the *ICU daily room benefit* for each day of *confinement* in an *intensive care unit*.

There is no limit on the number of days for which *hospital confinement* indemnity benefits are payable.

EMERGENCY CARE BENEFIT

If an *insured person* receives treatment in an *emergency room* or *urgent care center* and is admitted to a *hospital* as an inpatient within 24 hours afterwards, we will pay a \$50 emergency care benefit. This benefit is limited to a maximum of two occurrences per *insured person* per calendar year.

DEPENDENTS PROVISIONS

Your eligible dependents are covered under this policy only if you apply for coverage for them, we accept the application, and you pay the required premium.

ELIGIBILITY

Eligible dependents include:

- (a) your *spouse*;
- (b) any unmarried *dependent child* who is under age 19 (23 if a full-time student in an accredited college or university); and
- (c) adopted children or children placed with you for the purpose of legal adoption.

NEWBORN CHILDREN AND ADOPTED CHILDREN

Any natural child of yours born while this policy is in force will be automatically insured from birth for 90 days without being subject to any waiting or probationary period that might otherwise apply. Coverage for the newborn child will continue in effect thereafter, without evidence of insurability, if we receive a written request and payment of any required additional premium for *dependent child* coverage prior to the end of the automatic coverage period. Expiration of the automatic coverage period will not affect any claim incurred prior to the end of such period.

Any child adopted by you while this policy is in force will be insured during the automatic coverage period. The automatic coverage period for such adoptive child will begin on the earlier of:

- (a) the date of placement for the purpose of adoption; or
- (b) the date of the entry of an order granting you custody of the child for purposes of adoption.

The child will be automatically insured for 90 days. Coverage for the adoptive child will continue beyond the automatic coverage period, without evidence of insurability, if we receive notification of the adoption and payment of any required additional premium prior to the end of such period. Continuous coverage for the adoptive child will end on the earlier of:

- (a) the date placement is disrupted prior to legal adoption and the child is removed from placement; or
- (b) the date coverage would otherwise terminate in accordance with this policy's TERMINATION provision.

WHEN DEPENDENT CHILD INSURANCE ENDS

Coverage for a *dependent child* will end on the date he or she:

- (a) reaches age 19 (23 if a full-time student in an accredited college or university);
- (b) gets married; or
- (c) meets any of the conditions of the TERMINATION provision.

If we accept the additional dependent premium for this policy after the last *dependent child* reaches age 19 (23 if a full-time student in an accredited college or university) or after we receive notice of marriage or notice that he or she is no longer a full-time student, coverage for such child will continue until the end of the period for which premium has been accepted. If we accept premium without notice of marriage or notice that the last *dependent child* is no longer a full-time student, it will be refunded.

If, on the date a *dependent child's* insurance would end because of reaching age 19 (23 if a full-time student in an accredited college or university), he or she is not capable of self-sustaining employment because of an intellectual disability or physical handicap, and is chiefly dependent on you for support and maintenance, we will continue coverage for such child. Coverage will continue as long as your policy remains in force and the incapacity continues. We may ask prior to the date coverage for a *dependent child* is to end whether or not he or she is incapacitated. Unless satisfactory proof of such incapacity is sent to us, we may terminate the *dependent child's* coverage under your policy.

SPOUSE CONVERSION PRIVILEGE

If your *spouse's* coverage terminates due to a change in your marital status, we will issue your former *spouse* a policy then available which is most comparable to this policy. Your former *spouse* must apply for and pay the premium for the new policy within 30 days after termination under this policy. Benefits may be less than those provided to your former *spouse* under this policy and will exclude any conditions not covered by this policy. Any waiting period on the new policy will be reduced by the number of months already satisfied on this policy.

SPOUSE CONTINUATION OF COVERAGE

If you die while this policy is in force, we will renew this policy with your *spouse* (if then covered) as the new Insured. Otherwise, continuation is subject to all policy provisions.

TERMINATION

Your policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy, or any future date you specify in your request. In either case, the grace period will not apply;
- (b) the *policy renewal date*, if the renewal premium was not paid before the end of the grace period; or
- (c) the date of your death (except as stated in the **Spouse Continuation of Coverage** provision).

Spouse or *dependent child* coverage under your policy will terminate on the earliest of:

- (a) the date we receive your request to terminate your *spouse's* or *dependent child's* coverage (in which case the grace period will not apply);
- (b) the *policy renewal date* on or immediately following the date eligibility ends;
- (c) the date your coverage terminates; or
- (d) the date of your *spouse's* or *dependent child's* death.

Termination of coverage will not affect any claim beginning while your policy was in force.

UNEARNED PREMIUM REFUND

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. The premium refund issued in the event of death will be paid in a lump sum amount within 30 days after satisfactory proof of an *insured person's* death has been furnished to us.

EXCLUSIONS AND LIMITATIONS

We will not pay benefits for:

- (a) loss that begins while this policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted *injury* while sane or insane; or
- (e) *normal childbirth, normal pregnancy*, or voluntarily induced abortion. *Complications of pregnancy* are payable on the same basis as any other *sickness*.

Benefits for loss resulting from *substance abuse* and *mental or nervous disorders* are limited to a lifetime maximum of 90 days for each *insured person*.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Written notice of a claim must be given to us within 20 days after a covered loss starts, or as soon as reasonably possible. You may give the required notice or someone else may do it for you. The notice should include your name and policy number. Notice should be mailed to us in Omaha, Nebraska.

CLAIM FORMS

When we receive your notice of a claim, we will send you forms for filing proof of loss. If we do not send you these forms within 15 days of such notice, you can meet the proof of loss requirement by giving us a written statement of your claim. We must receive this statement within the time given for filing proof of loss.

PROOF OF LOSS

Written proof of loss must be given to us within 90 days after the onset of such loss. If it is not reasonably possible to give us written proof within the required time, we will not reduce or deny your claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be given no more than 12 months from the time specified, unless you were legally incapacitated.

TIME OF PAYMENT OF CLAIMS

We will pay benefits for a covered loss as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

We will pay benefits to you, if you are living, unless you send us a written request to pay your health care provider directly. Benefits unpaid at your death which are not assigned will be paid to your estate.

If any benefits are payable to your estate, or to a minor or any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours whom we find entitled to the payment. If we make a payment in good faith, we will be fully discharged to the extent of that payment.

TERM OF COVERAGE

Your coverage starts on the *policy date* at 12:01 a.m. where you reside. It ends at 12:01 a.m. where you reside on the first *policy renewal date*. Each time you renew your policy by paying the premium within the 31-day grace period, a new term begins when the old term ends.

POLICY PROVISIONS

CONSIDERATION

In consideration of the first premium you paid, the application you completed, and our reliance on your answers to the application questions, we have put this policy in force as of the *policy date*. That date is shown on the policy schedule. A copy of your application is attached.

ENTIRE CONTRACT AND CHANGES

This policy is a contract between you and us. The entire contract consists of:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders; and
- (e) any endorsements or amendments.

No change in this policy will be effective until approved by a company officer. This approval must be noted on or attached to the policy. No agent can change this policy or waive any of its provisions. Any rider, endorsement, or application added after the *policy date* which reduces or eliminates coverage under this policy will require your signed acceptance to be valid.

TIME LIMIT ON CERTAIN DEFENSES

After two years from the date a person becomes insured under this policy, only fraudulent misstatements in the application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

After two years from the date of reinstatement, only fraudulent misstatements in the reinstatement application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

No claim for loss incurred after [3, 6, 9, 12] months from the date a person becomes covered under this policy will be reduced or denied on the grounds that a disease or physical condition existed within [3, 6, 9, 12] months prior to the *policy date*.

GRACE PERIOD

Your policy has a 31-day grace period. This means that if you do not pay a renewal premium on or before the date it is due, you can pay it during the following 31 days. During the grace period your policy will stay in force.

REINSTATEMENT

Your policy will lapse if you do not pay your premium before the end of the grace period. If we accept a late premium without requiring you to complete an application for reinstatement, your policy will be reinstated.

If we require you to complete an application, we will reinstate your policy as of the approval date. If we do not approve your application within 45 days of the application date, we will reinstate your policy on the 45th day following the date of the application, unless we have previously given you written notice of its disapproval.

Your reinstated policy will only cover loss that results from *sickness* or *injury* sustained after the date of reinstatement. In all other respects, your rights and our rights will remain the same as before the policy lapsed, subject to any provisions noted on or attached to the reinstated policy.

PHYSICAL EXAMINATIONS AND AUTOPSY

We have the right to have an *insured person* examined, at our expense, as often as reasonably necessary while a claim is pending. We may also have an autopsy done, at our expense, unless prohibited by law.

MISSTATEMENT OF AGE

If the age of an *insured person* has been misstated, all benefits payable will be those which the premium paid would have purchased at the correct age.

LEGAL ACTIONS

You cannot bring a legal action to recover under this policy until at least 60 days after you have given us satisfactory written proof of loss. You cannot bring a legal action more than three years from the date proof of loss is required.

OTHER INSURANCE WITH US

You can be insured under only one policy of this type with us at any one time. If you are insured under more than one such policy, you must select the one that is to remain in effect. In the event of your death, your estate will make this selection. We will refund all premiums paid, minus any claims paid, for the policy you cancel.

UNPAID PREMIUM

When we pay benefits for a claim under this policy, we may reduce those benefits by the amount of any premium then due and unpaid.

CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date, is amended to conform to the minimum requirements of those laws.

POLICY SCHEDULE

POLICY NUMBER	POLICY DATE	FIRST RENEWAL DATE
HI10-[000000-00M]	[8-1-10]	[8-1-11]

INITIAL PREMIUM	RENEWAL PREMIUM	PREMIUM MODE
[\$0,000.00]	[\$0,000.00 *]	[Annual, Semiannual, Quarterly, Monthly]

POLICY BENEFIT **SERIES** [23783]

Daily Room Benefit: \$[80-1,000]	INSURED
ICU Daily Room Benefit: \$[100-2,000]	[James J. Jones]
	[123 Main Street]
	[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]
 [J Brown 09999]

ADDITIONAL COVERAGES AND POLICY ADJUSTMENTS

[0KK1M Specific Major Injury Rider
Rider Premium \$[00.00]]

[0KJ9M Accidental Death Benefits Rider
Rider Premium \$[00.00]]

[0MT1M Accident-Only Hospital Indemnity Daily Room
Benefit Increase Rider
Rider Premium \$[00.00]
Daily Room Benefit \$[50-200]]

[0MT4M Unemployment Waiver of Premium Rider
Rider Premium \$[00.00]]

[0MT5M Hospitalization Waiver of Premium Rider
Rider Premium \$[00.00]]

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

HI10-23783

MUTUAL OF OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



ACCIDENT-ONLY HOSPITAL CONFINEMENT INDEMNITY INSURANCE POLICY

PLEASE REVIEW YOUR APPLICATION

Please review the attached copy of your application. If anything is incorrect or if any medical history is missing, it is your obligation to inform us right away. We issued your policy on the basis that all of the information shown in your application was correct and complete. If it is not, your policy may not be valid.

30-DAY RIGHT TO REVIEW POLICY

You have 30 days from the date of its delivery to review your policy. If during that time you are not satisfied with your policy, you may return it to us or to your agent for a prompt refund of all premiums paid. The policy will then be considered never to have been issued.

GUARANTEED RENEWABLE FOR LIFE

Your policy is guaranteed renewable for life. This means you have the right to continue your policy for as long as you live. Unless there has been a *material misrepresentation*, we cannot cancel your policy as long as you pay the required premium before the end of each grace period.

PREMIUM CHANGES

We may change the premium for your policy. However, we cannot make any premium change unless we make the same change to all policies of this form issued to persons of the same *class*. We will give you 60 days advance written notice prior to any premium change.

**NOTICE TO BUYER: THIS IS AN ACCIDENT-ONLY POLICY AND
IT DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.**

This Is a Legal Contract Between You and Us.

CAUTION: READ YOUR POLICY CAREFULLY.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

To Inquire About Your Coverage or to Express a Concern,

You May Call Us Toll-Free At:

For Customer Service [1-XXX-XXX-XXXX]

For Claims Service [1-XXX-XXX-XXXX]

Chairman of the Board and
Chief Executive Officer

Corporate Secretary

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are italicized wherever they appear in your policy.

Class means persons with the same policy form and type of coverage as yours. Such persons reside in the same geographic area of the state as you do.

Confined or confinement means confinement as a resident inpatient in a *hospital* for at least 12 hours because of an *injury*. Confinement must be recommended and supervised by a *physician*.

Daily room benefit means the amount we will pay for each day of *confinement* in a semi-private or private room. The daily room benefit is shown on the policy schedule.

Dependent child means your dependent child or your *spouse's* dependent child who is insured in accordance with the DEPENDENTS PROVISIONS section.

Emergency room means a designated part of a *hospital* that is staffed and equipped to provide rapid treatment to persons requiring immediate medical care.

Hospital means any of the following places:

- (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- (b) a place operated for the care and treatment of resident inpatients with a registered nurse (RN) or *physician* always on the premises and with a laboratory and x-ray facility;
- (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or
- (d) a place certified as a hospital by Medicare.

Not included is a hospital or institution or a part of a hospital or institution which is licensed or used principally:

- (a) for the care or treatment of drug abuse, alcoholism, or chemical dependency; or
- (b) as a continued or extended care facility, skilled nursing facility, assisted living facility, rehabilitation facility, convalescent home, or nursing home.

ICU daily room benefit means the amount we will pay for each day of *confinement* in an *intensive care unit*. The ICU daily room benefit is shown on the policy schedule.

Injury means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to sickness, bodily infirmity, or any other cause.

Insured person means you and, if insured under this policy, your *spouse* or *dependent child*.

Intensive care unit means a separate, specifically designated facility of a *hospital* which provides the highest level of medical care to critically ill or injured patients. The facility must be permanently equipped and staffed by qualified personnel to provide close observation on a full-time basis. Intensive care unit includes a coronary care unit or renal care unit.

Material misrepresentation means a condition or combination of conditions you were required to disclose on the application was not disclosed and, if disclosed, would have caused us to deny issuing or reinstating your policy. Any material misrepresentation is subject to the **Time Limit on Certain Defenses** provision.

Physician means a person, other than you or a member of your immediate family, duly licensed and legally qualified to diagnose and treat an *injury*. He or she must be providing services within the scope of his or her license.

Policy date means the date coverage is effective under this policy as shown on the policy schedule.

Policy renewal date means the date your policy's premium is due. The frequency of the policy renewal date will vary depending on whether you pay premiums on a monthly, quarterly, semiannual or annual basis.

Spouse means the person to whom you are legally married and who is insured in accordance with the DEPENDENTS PROVISIONS section.

Urgent care center means a free-standing medical facility that is not part of a *hospital*, where patients are treated on a walk-in basis, without an appointment, and receive immediate medical care. If required by the state in which it is located, an urgent care center must have the appropriate state licensure, certification, or registration to operate as an urgent care center.

We, us, and our mean Mutual of Omaha Insurance Company.

You and your mean the person named as the Insured on the policy schedule.

HOSPITAL CONFINEMENT INDEMNITY BENEFITS

When an *insured person* is *confined* in a *hospital* as the result of an *injury*, we will pay the greater of either:

- (a) the *daily room benefit* for each day of *confinement*; or
- (b) the *ICU daily room benefit* for each day of *confinement* in an *intensive care unit*.

There is no limit on the number of days for which *hospital confinement* indemnity benefits are payable.

EMERGENCY CARE BENEFIT

If an *insured person* receives treatment in an *emergency room* or *urgent care center* as a result of an *injury* and is admitted to a *hospital* as an inpatient within 24 hours afterwards, we will pay a \$50 emergency care benefit. This benefit is limited to a maximum of two occurrences per *insured person* per calendar year.

DEPENDENTS PROVISIONS

Your eligible dependents are covered under this policy only if you apply for coverage for them, we accept the application, and you pay the required premium.

ELIGIBILITY

Eligible dependents include:

- (a) your *spouse*;
- (b) any unmarried *dependent child* who is under age 19 (23 if a full-time student in an accredited college or university); and
- (c) adopted children or children placed with you for the purpose of legal adoption.

NEWBORN CHILDREN AND ADOPTED CHILDREN

Any natural child of yours born while this policy is in force will be automatically insured from birth for 90 days without being subject to any waiting or probationary period that might otherwise apply. Coverage for the newborn child will continue in effect thereafter, without evidence of insurability, if we receive a written request and payment of any required additional premium for *dependent child* coverage prior to the end of the automatic coverage period. Expiration of the automatic coverage period will not affect any claim incurred prior to the end of such period.

Any child adopted by you while this policy is in force will be insured during the automatic coverage period. The automatic coverage period for such adoptive child will begin on the earlier of:

- (a) the date of placement for the purpose of adoption; or
- (b) the date of the entry of an order granting you custody of the child for purposes of adoption.

The child will be automatically insured for 90 days. Coverage for the adoptive child will continue beyond the automatic coverage period, without evidence of insurability, if we receive notification of the adoption and payment of any required additional premium prior to the end of such period. Continuous coverage for the adoptive child will end on the earlier of:

- (a) the date placement is disrupted prior to legal adoption and the child is removed from placement; or
- (b) the date coverage would otherwise terminate in accordance with this policy's TERMINATION provision.

WHEN DEPENDENT CHILD INSURANCE ENDS

Coverage for a *dependent child* will end on the date he or she:

- (a) reaches age 19 (23 if a full-time student in an accredited college or university);
- (b) gets married; or
- (c) meets any of the conditions of the TERMINATION provision.

If we accept the additional dependent premium for this policy after the last *dependent child* reaches age 19 (23 if a full-time student in an accredited college or university) or after we receive notice of marriage or notice that he or she is no longer a full-time student, coverage for such child will continue until the end of the period for which premium has been accepted. If we accept premium without notice of marriage or notice that the last *dependent child* is no longer a full-time student, it will be refunded.

If, on the date a *dependent child's* insurance would end because of reaching age 19 (23 if a full-time student in an accredited college or university), he or she is not capable of self-sustaining employment because of an intellectual disability or physical handicap, and is chiefly dependent on you for support and maintenance, we will continue coverage for such child. Coverage will continue as long as your policy remains in force and the incapacity continues. We may ask prior to the date coverage for a *dependent child* is to end whether or not he or she is incapacitated. Unless satisfactory proof of such incapacity is sent to us, we may terminate the *dependent child's* coverage under your policy.

SPOUSE CONVERSION PRIVILEGE

If your *spouse's* coverage terminates due to a change in your marital status, we will issue your former *spouse* a policy then available which is most comparable to this policy. Your former *spouse* must apply for and pay the premium for the new policy within 30 days after termination under this policy. Benefits may be less than those provided to your former *spouse* under this policy and will exclude any conditions not covered by this policy. Any waiting period on the new policy will be reduced by the number of months already satisfied on this policy.

SPOUSE CONTINUATION OF COVERAGE

If you die while this policy is in force, we will renew this policy with your *spouse* (if then covered) as the new Insured. Otherwise, continuation is subject to all policy provisions.

TERMINATION

Your policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy, or any future date you specify in your request. In either case, the grace period will not apply;
- (b) the *policy renewal date*, if the renewal premium was not paid before the end of the grace period; or
- (c) the date of your death (except as stated in the **Spouse Continuation of Coverage** provision).

Spouse or *dependent child* coverage under your policy will terminate on the earliest of:

- (a) the date we receive your request to terminate your *spouse's* or *dependent child's* coverage (in which case the grace period will not apply);
- (b) the *policy renewal date* on or immediately following the date eligibility ends;
- (c) the date your coverage terminates; or
- (d) the date of your *spouse's* or *dependent child's* death.

Termination of coverage will not affect any claim beginning while your policy was in force.

UNEARNED PREMIUM REFUND

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. The premium refund issued in the event of death will be paid in a lump sum amount within 30 days after satisfactory proof of an *insured person's* death has been furnished to us.

EXCLUSIONS AND LIMITATIONS

Your policy pays benefits only for loss resulting from *injuries*. We will not pay benefits for:

- (a) loss that begins while this policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted *injury* while sane or insane; or
- (e) loss resulting directly or indirectly from disease or bodily infirmity.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Written notice of a claim must be given to us within 20 days after a covered loss starts, or as soon as reasonably possible. You may give the required notice or someone else may do it for you. The notice should include your name and policy number. Notice should be mailed to us in Omaha, Nebraska.

CLAIM FORMS

When we receive your notice of a claim, we will send you forms for filing proof of loss. If we do not send you these forms within 15 days of such notice, you can meet the proof of loss requirement by giving us a written statement of your claim. We must receive this statement within the time given for filing proof of loss.

PROOF OF LOSS

Written proof of loss must be given to us within 90 days after the onset of such loss. If it is not reasonably possible to give us written proof within the required time, we will not reduce or deny your claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be given no more than 12 months from the time specified, unless you were legally incapacitated.

TIME OF PAYMENT OF CLAIMS

We will pay benefits for a covered loss as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

We will pay benefits to you, if you are living, unless you send us a written request to pay your health care provider directly. Benefits unpaid at your death which are not assigned will be paid to your estate.

If any benefits are payable to your estate, or to a minor or any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours whom we find entitled to the payment. If we make a payment in good faith, we will be fully discharged to the extent of that payment.

TERM OF COVERAGE

Your coverage starts on the *policy date* at 12:01 a.m. where you reside. It ends at 12:01 a.m. where you reside on the first *policy renewal date*. Each time you renew your policy by paying the premium within the 31-day grace period, a new term begins when the old term ends.

POLICY PROVISIONS

CONSIDERATION

In consideration of the first premium you paid, the application you completed, and our reliance on your answers to the application questions, we have put this policy in force as of the *policy date*. That date is shown on the policy schedule. A copy of your application is attached.

ENTIRE CONTRACT AND CHANGES

This policy is a contract between you and us. The entire contract consists of:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders; and
- (e) any endorsements or amendments.

No change in this policy will be effective until approved by a company officer. This approval must be noted on or attached to the policy. No agent can change this policy or waive any of its provisions. Any rider, endorsement, or application added after the *policy date* which reduces or eliminates coverage under this policy will require your signed acceptance to be valid.

TIME LIMIT ON CERTAIN DEFENSES

After two years from the date a person becomes insured under this policy, only fraudulent misstatements in the application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

After two years from the date of reinstatement, only fraudulent misstatements in the reinstatement application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

GRACE PERIOD

Your policy has a 31-day grace period. This means that if you do not pay a renewal premium on or before the date it is due, you can pay it during the following 31 days. During the grace period your policy will stay in force.

REINSTATEMENT

Your policy will lapse if you do not pay your premium before the end of the grace period. If we accept a late premium without requiring you to complete an application for reinstatement, your policy will be reinstated.

If we require you to complete an application, we will reinstate your policy as of the approval date. If we do not approve your application within 45 days of the application date, we will reinstate your policy on the 45th day following the date of the application, unless we have previously given you written notice of its disapproval.

Your reinstated policy will only cover loss that results from an *injury* sustained after the date of reinstatement. In all other respects, your rights and our rights will remain the same as before the policy lapsed, subject to any provisions noted on or attached to the reinstated policy.

PHYSICAL EXAMINATIONS AND AUTOPSY

We have the right to have an *insured person* examined, at our expense, as often as reasonably necessary while a claim is pending. We may also have an autopsy done, at our expense, unless prohibited by law.

MISSTATEMENT OF AGE

If the age of an *insured person* has been misstated, all benefits payable will be those which the premium paid would have purchased at the correct age.

LEGAL ACTIONS

You cannot bring a legal action to recover under this policy until at least 60 days after you have given us satisfactory written proof of loss. You cannot bring a legal action more than three years from the date proof of loss is required.

OTHER INSURANCE WITH US

You can be insured under only one policy of this type with us at any one time. If you are insured under more than one such policy, you must select the one that is to remain in effect. In the event of your death, your estate will make this selection. We will refund all premiums paid, minus any claims paid, for the policy you cancel.

UNPAID PREMIUM

When we pay benefits for a claim under this policy, we may reduce those benefits by the amount of any premium then due and unpaid.

CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date, is amended to conform to the minimum requirements of those laws.

POLICY SCHEDULE

POLICY NUMBER	POLICY DATE	FIRST RENEWAL DATE
HA10-[000000-00M]	[8-1-10]	[8-1-11]

INITIAL PREMIUM	RENEWAL PREMIUM	PREMIUM MODE
[\$0,000.00]	[\$0,000.00 *]	[Annual, Semiannual, Quarterly, Monthly]

POLICY BENEFIT **SERIES** [23784]

Daily Room Benefit: \$[80-1000]
ICU Daily Room Benefit: \$[100-2,000]

INSURED

[James J. Jones]
[123 Main Street]
[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]
 [J Brown 09999]

ADDITIONAL COVERAGES AND POLICY ADJUSTMENTS

[0KK1M Specific Major Injury Rider
Rider Premium \$[00.00]]

[0KJ9M Accidental Death Benefits Rider
Rider Premium \$[00.00]]

[0MT1M Accident-Only Hospital Indemnity Daily Room
Benefit Increase Rider
Rider Premium \$[00.00]
Daily Room Benefit \$[50-200]]

[0MT4M Unemployment Waiver of Premium Rider
Rider Premium \$[00.00]]

[0MT5M Hospitalization Waiver of Premium Rider
Rider Premium \$[00.00]]

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

HA10-23784

MUTUAL OF OMAHA INSURANCE COMPANY

ACCIDENT-ONLY HOSPITAL CONFINEMENT INDEMNITY DAILY ROOM BENEFIT INCREASE RIDER

The premium you paid and the application you completed have put this rider in force as of the Rider Date. This rider is made a part of your policy to which it is attached. It is subject to all parts of your policy not in conflict with this rider. In the event of a conflict between this rider and any other provision of your policy, this rider will control.

Rider Date (same as the *policy date* if no date is shown)

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

DAILY ROOM BENEFIT INCREASE

If an *insured person* is *confined* to a *hospital* as a result of an *injury*, we will pay the *daily room benefit* shown on the policy schedule for each day of *confinement*. This benefit is in addition to any other *hospital confinement daily room benefit* provided by your policy or attached riders.

EXCLUSIONS AND LIMITATIONS

The exclusions and limitations shown in the policy apply to this rider. In applying them, substitute "rider" for "policy." In addition, we will not pay benefits under this rider for *hospital confinement* that began before the Rider Date or while this rider is not in force.

TERMINATION

This rider terminates when your policy terminates.

Mutual of Omaha Insurance Company



Corporate Secretary

MUTUAL OF OMAHA INSURANCE COMPANY



Home Office Use Only	
[Policy] [Date _____]	
[Policy] [Number _____]	

Application [to Mutual of Omaha Insurance Company] [for] [name/ type of plan] [or] [with] [description] [Riders] [number] [available to [Client Name] [Client Identification] [under Policy Form] [number]].

- 3 [Reply By Date _____]
- 4 [Internal Code]
- 5 [[Applicant] [Full] [Name] [First] [Middle] [MI] [Last] _____]
- 6 [[Residence] [Mailing] Address [if different] _____]
- 7 [City, State, ZIP Code _____]

1. [Please read and complete the application in its entirety.]

14 [Type of [Plan] [Coverage:]] [(Check One Only)]
1. [CHOOSE YOUR BENEFIT PLAN:]

[Payment Method] [Discounted] [*][**] [Premium] [and] [with] [Easy Pay] [Plan] [Monthly] [Premium] [1st Month's] [Plan] [/] [only] [Optional] [rider]			
15 [YES! PLEASE ISSUE THE PLAN BELOW:] [Plan] [Coverage] Applied for: [(Check One Only)] [2.] [CHOOSE WHO YOU WISH TO COVER:]	[Benefit Amount(s)] [Daily Room Benefit Levels] [Mode Premium(s)] [Select benefit amount:] [(Please check one)]	[Additional] [Optional] [With] [Description] [Rider(s)] [Plan] [Mode Premium(s)] [Total] [Due] [Select benefit amount:] [(Please check one)]	
	<input type="checkbox"/> [INDIVIDUAL] [PLAN] [Covers Me Only]	<input type="checkbox"/> [\$ 0,000]	<input type="checkbox"/> [\$ 0,000]
	<input type="checkbox"/> [DISCOUNT] [FAMILY] [PLAN] [*] [Save 00%] [Covers Me and Eligible Family Members] [for a reduced premium]	<input type="checkbox"/> [\$ 0,000]	<input type="checkbox"/> [\$ 0,000]

- 8 [(If name or address is incorrect, please change.)]
- 9 [Telephone (_____) _____]
Area Code Number
- 10 [E-mail Address _____]
- 11 [Social Security Number _____ - _____ - _____]
- 16 [Are you, and everyone to be insured, citizens of the United States? Yes No
If "No," please provide name(s) and Permanent Resident Card [(Form I-551) Number(s) _____]

17 [The extra benefits offered are available only during the renewal period.]
 18 [The premium(s) shown [at left] [at right] [above] [below] pay[s] for coverage for: [you] / [you and your eligible family members] under the [OPTIONAL NAME OF PLAN] coverage.]

- 19 [*][**] [Must complete Easy Pay [Option] Authorization for discounted premium.]
- 20 [Please fill in the information requested below [for each person to be insured.] [If you need more space to list your dependents, list them on a separate sheet of paper and include when mailing this application.]

[I Wish To Insure:]

[Person(s) To Be Insured/] [Full] [Name] [First] [Middle] [MI] [Last]	Age	Date of Birth			Sex	
		Month	Day	Year	M	F
Applicant						
[Spouse] [/] [Civil Union Partner] [Domestic Partner]						
[Child*]						

- 22 [*] [The] Family [coverage] [plan] includes all of your eligible dependent children- no matter how many- for one premium price.]
- 23 **[BENEFICIARY PROVISION:** Accidental Death benefits will be paid to your estate if a beneficiary is not indicated. In the event of my death, please pay my Accidental Death Benefits to:
 Name _____ Who is my _____
 First Initial Last Relationship

24 **[2.] [Variable Payment Methods]**

[3.] PLEASE ANSWER THE FOLLOWING QUESTIONS.

- 25 [a. Is the coverage you're applying for replacing existing coverage? Yes No
- 26 [b. Will the coverage you're applying for be added to any existing coverage? Yes No
- 27 [[c.] To the best of your knowledge and belief, have [you] [or] [any persons to be insured] been hospitalized for an acute or chronic illness other than a normal pregnancy within the [past] [previous] [1], [3], [5], [30], [90], [6] [year(s)], [days], [month(s)]? Yes No
- 28 [If "Yes" to question [c], please give details _____.]
- 29 [IF YOU ARE APPLYING FOR [THE] [ADDITIONAL] [PLAN] [RIDER], PLEASE [SKIP] [THE] FOLLOWING [ADDITIONAL] [ANSWER] QUESTION[S] [NUMBER/LETTER] [&] [NUMBER/LETTER].

4.] PLEASE READ AND SIGN BELOW.

30 [I hereby apply for additional benefits.] I hereby apply for [name of plan] [type of insurance]. [I represent that my above answers are true and complete.] I understand that this coverage [(including any additional rider(s)) [becomes effective on the date] [will not be in force until] my fully completed application and initial premium are received [and approved] by Mutual of Omaha Insurance Company [during the lifetime of the Applicant] [and becomes effective on the Policy Date which will be shown on the Policy I will receive.] [I also understand that no benefits are payable during the first [number] months of coverage for injuries received or sickness that first manifested or was medically treated during the [last] [previous] [number] months.] [I also understand that initial and renewal premiums for the [coverage] [amount] [plan] [policy] I select will be [billed to me] [or] [deducted from the account] as indicated in Section [2.] [I agree that initial and renewal premiums for the coverage I select will be billed to me as indicated above.]]

31 **[I ACKNOWLEDGE THIS IS NOT A DEPOSIT, NOT FDIC INSURED, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY AND NOT GUARANTEED BY A BANK.]**

32 **[CONSUMER DISCLOSURE OF THE SALE OF INSURANCE
THE INSURANCE PRODUCT IS NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, THE BANK OR ANY AFFILIATE OF THE BANK. THE INSURANCE PRODUCT IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY OTHER AGENCY OF THE UNITED STATES, THE BANK, OR ANY AFFILIATE OF THE BANK.
I ACKNOWLEDGE RECEIPT OF THE CONSUMER DISCLOSURE OF THE SALE OF INSURANCE.]**

33 **[Insurance Products are not insured by the FDIC or any other federal government agency, the bank or any other affiliate of the bank; and are not a deposit or other obligation of, or guaranteed by, the bank or an affiliate of the bank.]**

34 [I acknowledge the receipt of the insurance disclosures located [above] [and] [below] [on] [the back of] [this form] and authorize premiums [(listed on the enclosed brochure)] to be added to my [Client Name] [account] [mortgage payment].]

35 **[My] [Client Identification] Signature X** _____ **DATE** ____/____/____
(Do Not Print) Month Day Year

IMPORTANT: The person named as Applicant must sign the application.

36 **[NOTE:] [IMPORTANT!] [If you] [select] [selected] [the Easy Pay Option,] [be sure to] [please] [complete the] [Easy Pay] [Authorization form] [included] [enclosed] [below] [above] [on back of application] [attached to reply envelope] [in the package] [and return it along with your check for the first month's premium].]**

Complete only if [Applicant] [spouse] [or] [other Proposed Insured] is not [a] [an] [Client Name] [Client Identification]:

37 I agree that the premiums for [my spouse's] [or] [the] [other Proposed Insured's] insurance will be [charged to] [billed to] [withdrawn from] [collected with] my [Client Name] [checking] [/] [savings] [credit] [card] [account] [mortgage payment].

[Client Name] [Client Identification]

Signature X _____ **Date** ____/____/____
(Do Not Print) Month Day Year

Complete only if address of [Client Name] [Client Identification] is different than applicant address:

38 **[Client Identification] Name** _____
(Please Print)

[Client Identification] Address _____
(Please Print)

City, State, ZIP _____
(Please Print)

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 subjects such person to criminal and civil penalties.

[I/We certify that during an interview with the proposed applicant, I/we have truly and accurately recorded in the application the information supplied by the applicant.]

39 _____ / _____ / _____
Signature of Licensed [Agent] [Producer] [Production] [License] [Employee] [ID] Number Date Month Day Year

_____ _____ _____
Print or Stamp Licensed [Agent] [Producer] Name Print or Stamp Call Center Name Applicant's City of Birth/Mother's Maiden Name]

MUTUAL OF OMAHA INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175
(402) 342-7600

HOSPITAL CONFINEMENT INDEMNITY INSURANCE COVERAGE

**THE POLICY PROVIDES LIMITED BENEFITS
BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES**

OUTLINE OF COVERAGE FOR POLICY HI10

Read Your Policy Carefully – This outline of coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

Hospital Confinement Indemnity Insurance Coverage – Policies of this category are designed to provide benefits for hospital *confinement* as a result of *sickness* or *injury*.

Confined* or *confinement means confinement as a resident inpatient in a hospital for at least 12 hours because of *sickness* or *injury*. Confinement must be recommended and supervised by a physician.

Injury means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while the policy is in force; and
- (b) is not related to *sickness*, bodily infirmity, or any other cause.

Sickness means an illness, disease, or physical condition which:

- (a) causes loss beginning while the policy is in force; and
- (b) is not excluded from coverage.

Pre-Existing Condition Limitation – We will not pay benefits for loss resulting from a pre-existing condition, unless such loss occurs [3, 6, 9, 12] months or more after the policy date.

A pre-existing condition is a condition for which medical advice, diagnosis, care, or treatment was recommended by or received from a physician within [3, 6, 9, 12] months prior to the policy date.

Hospital Confinement Indemnity Benefits – When an insured person is *confined* in a hospital as the result of a *sickness* or *injury*, we will pay the greater of either:

- (a) the daily room benefit for each day of confinement; or
- (b) the ICU daily room benefit for each day of confinement in an intensive care unit.

There is no limit on the number of days for which hospital *confinement* indemnity benefits are payable.

Emergency Care Benefit – If an insured person receives treatment in an emergency room or urgent care center and is admitted to a hospital as an inpatient within 24 hours, we will pay a \$50 emergency care benefit. This benefit is limited to a maximum of two occurrences per insured person per calendar year.

Exclusions and Limitations – We will not pay benefits for:

- (a) loss that begins while the policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted *injury* while sane or insane; or
- (e) normal childbirth, normal pregnancy, or voluntarily induced abortion. Complications of pregnancy are payable on the same basis as any other *sickness*.

Benefits for loss resulting from substance abuse and mental or nervous disorders are limited to a lifetime maximum of 90 days for each insured person.

Guaranteed Renewable for Life – The policy is guaranteed renewable for life. This means you have the right to continue your policy for as long as you live. Unless there has been a material misrepresentation, we cannot cancel your policy as long as you pay the required premium before the end of each grace period.

Premiums Can Change – We may change the premium for your policy. However, we cannot make any premium change unless we make the same change to all policies of the same form issued to persons of the same class. We will give you 60 days advance written notice prior to any premium change.

MUTUAL OF OMAHA INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175
(402) 342-7600

ACCIDENT-ONLY HOSPITAL CONFINEMENT INDEMNITY INSURANCE COVERAGE

**THE POLICY PROVIDES LIMITED BENEFITS
BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES**

OUTLINE OF COVERAGE FOR POLICY HA10

Read Your Policy Carefully – This outline of coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

Accident-Only Hospital Confinement Indemnity Insurance Coverage – Policies of this category are designed to provide benefits for hospital *confinement* as a result of an *injury*.

Confined* or *confinement means confinement as a resident inpatient in a hospital for at least 12 hours because of an *injury*. Confinement must be recommended and supervised by a physician.

Injury means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while the policy is in force; and
- (b) is not related to sickness, bodily infirmity, or any other cause.

Hospital Confinement Indemnity Benefits – When an insured person is *confined* in a hospital as the result of an *injury*, we will pay the greater of either:

- (a) the daily room benefit for each day of *confinement*; or
- (b) the ICU daily room benefit for each day of *confinement* in an intensive care unit.

There is no limit on the number of days for which hospital *confinement* indemnity benefits are payable.

Emergency Care Benefit – If an insured person receives treatment in an emergency room or urgent care center as a result of an *injury* and is admitted to a hospital as an inpatient within 24 hours afterwards, we will pay a \$50 emergency care benefit. This benefit is limited to a maximum of two occurrences per insured person per calendar year.

Exclusions and Limitations – We will not pay benefits for:

- (a) loss that begins while the policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded); or
- (d) loss caused by intentionally self-inflicted *injury* while sane or insane.

Guaranteed Renewable for Life – The policy is guaranteed renewable for life. This means you have the right to continue your policy for as long as you live. Unless there has been a material misrepresentation, we cannot cancel your policy as long as you pay the required premium before the end of each grace period.

Premiums Can Change – We may change the premium for your policy. However, we cannot make any premium change unless we make the same change to all policies of the same form issued to persons of the same class. We will give you 60 days advance written notice prior to any premium change.

SERFF Tracking Number: MUTM-126781020 State: Arkansas
 Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 46704
 Company Tracking Number: LUTHER MARDOCK
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
 Product Name: Hospital Indemnity Insurance - HI10 & HA10
 Project Name/Number: HIP/HI10-23783

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 09/14/2010	Rates	HI10-23783, HA10-23784, OMT1M	New		HIP Rates for Filing.pdf

Mutual of Omaha Insurance Company, Omaha, NE
Form Number HA10
Accident Only Hospital Confinement Indemnity Insurance Policy

Benefit	Individual	Family
Daily Room Benefit / \$10 Benefit	\$0.3166	\$0.5699
Emergency Care Benefit	\$1.28	\$2.30

Mutual of Omaha Insurance Company, Omaha, NE
Form Number HI10
Hospital Confinement Indemnity Insurance Policy

Benefit	Individual	Family
Daily Room Benefit / \$10 Benefit	\$2.6016	\$4.6829
Emergency Care Benefit	\$1.46	\$2.63

Mutual of Omaha Insurance Company, Omaha, NE
Form Number OMT1M
Accident Only Daily Room Benefit Increase

	Individual	Family
Monthly Premium / \$10 Benefit	\$0.3166	\$0.5699

SERFF Tracking Number: MUTM-126781020 State: Arkansas
 Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 46704
 Company Tracking Number: LUTHER MARDOCK
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
 Product Name: Hospital Indemnity Insurance - HI10 & HA10
 Project Name/Number: HIP/HI10-23783

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	09/14/2010
Comments:			
Attachment:			
	AR Read Cert.pdf		

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	09/14/2010
Bypass Reason:	Please see application MA5968-03 submitted for approval under the Forms Schedule tab.		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	Approved-Closed	09/14/2010
Bypass Reason:	Please see outlines of coverage OC1751 and OC1752 submitted for approval under the Forms Schedule tab.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Memorandum of Variable Material	Approved-Closed	09/14/2010
Comments:			
Attachment:			
	MA5968-03 Memo of Variability _AR_.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Credit Card Certification	Approved-Closed	09/14/2010
Comments:			
Attachment:			

SERFF Tracking Number: MUTM-126781020 State: Arkansas
Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 46704
Company Tracking Number: LUTHER MARDOCK
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
Product Name: Hospital Indemnity Insurance - HI10 & HA10
Project Name/Number: HIP/HI10-23783
AR Credit Card Cert.pdf

	Item Status:	Status
Satisfied - Item: Certification of Compliance with Rule 19	Approved-Closed	Date: 09/14/2010
Comments:		
Attachment:		
AR Certif of Compliance with Rule 19 rev 06.24.2010.pdf		

CERTIFICATION

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
HI10-23783	Hospital Confinement Indemnity Insurance Policy	50.4
HA10-23784	Accident-Only Hospital Confinement Indemnity Insurance Policy	51.3
OMT1M	Accident-Only Hospital Confinement Indemnity Daily Room Benefit Increase Rider	54.0
OC1751	Outline of Coverage	52.9
OC1752	Outline of Coverage	51.0
MA5968-03	Application	**

** This form meets or exceeds you state's readability requirements when scored with the base policy

Date: September 2, 2010



Daniel J. Kennelly
Vice President & Chief Compliance Officer
Mutual of Omaha Insurance Company

Memorandum of Variability
Explanation of Variable Statements and Fields
For Mutual of Omaha Insurance Company
Application Form
MA5968-03

Each variable section, statement or field is denoted by [brackets] and annotated with numbers in **RED**. The explanations below follow the order in which the variable fields appear in the form.

Other than noted below, no changes will be made in the wording shown on the app. Variability denotes whether the language will appear or be omitted.

The large numbers bracketed represent section numbers, **[2.]** etc. These are subject to change based on the different sections of the application that may vary depending on marketing layout and distribution channel (Direct to Consumer Market, 3rd Party Mass Marketing, Telemarketing and Internet).

<i>Variable Statements/Fields</i>	<i>How or When Used</i>
1 [Mutual of Omaha Insurance Company and Logo]	Logo may or may not print depending on marketing and advertising layout. Company name will either appear in large type but not be repeated directly below in variable 12 paragraph, or will appear in variable 12 paragraph but not in large display type above it or will appear in both places, depending on marketing and advertising layout.
2 [Policy] [Date] [Number]	For Home Office Use Only and will print depending on marketing layout.
3 [Reply By [date] [Please Reply Promptly] [Simply complete and mail by [date] to confirm your acceptance of these important benefits.]	“Reply by date” or similar wording may or may not print, depending on advertising layout.
4 [Internal Code]	Will print depending on marketing layout and with certain payment methods only.
5 [Applicant . . .]	Will print depending on if fields are pre-populated.
6 [Residence] [Mailing] [Address . . .]	Will print depending on if fields are pre-populated.
7 [City, State, ZIP Code]	Will print depending on if fields are pre-populated.
8 [(If name or address is incorrect...)]	Will print depending on marketing layout.
9 [Telephone . . .]	Will print depending on marketing and printing layout.
10 [E-mail address]	Will print depending on marketing and printing layout.
11 [Social Security Number]	Will ask for a social security number if required to do so by state or federal law

	or if internal company decision is made to request this information.
12 Application [to Mutual of Omaha Insurance Company] [for] [name/type of plan] [or] [with] [description] [Riders] [number] [available to [Client Name] [Client identification] [under Policy Form] [number]].	Will print depending on marketing and printing layout. Type of plan can include a trademark or registered name.
13 Please read and complete the application in its entirety	Will print depending on marketing and printing layout.
14 [Type of [Plan] [Coverage] [(Check One Only)] [CHOOSE YOUR BENEFIT PLAN:] .	Will print depending on marketing and printing layout.
15 [YES! PLEASE ISSUE THE PLAN BELOW:] [Plan] [Coverage] Applied for: [(Check One Only)] [CHOOSE WHO YOU WISH TO COVER:] [Payment Method] [Discounted] [*] [**][Premium] [with] [Easy Pay][Plan] [Monthly] [Premium] [1 st Month's] [Plan] [/] [only] [Optional] [With][rider] [Benefit Amount(s)] [Daily Room Benefit Levels] [Mode Premium(s)] [Total] [Due] [Select benefit amount:] [(Please check one)] [Additional] [Optional] [Description] [Rider(s)] [Plan] <input type="checkbox"/> [INDIVIDUAL] [PLAN] [Covers Myself] [Only] [] [\$ 0,000] [] [\$ 0,000] <input type="checkbox"/> [DISCOUNT] [FAMILY] [PLAN] [*] [(Save 00%)] [Covers Me and Eligible Family Members] [for a reduced premium] [] [\$ 0,000] [] [\$ 0,000]	Entire Table is Variable and within the Table certain options are variable and will print depending on marketing and printing layout. The discounted premium will be explained in the marketing materials.
16 Are you, and everyone to be insured, citizens of the United States? . . .	Variable to comply with future updates to federal form identification number.
17 [The extra benefits offered are . . .]	Will print depending on marketing and printing layout.
18 [The premium[s] shown [at left] [at right] [below] pay[s] for . . .]	Will print depending on marketing and printing layout.
19 [*] [**] Must complete Easy Pay . . .]	Will print depending on marketing and printing layout.
20 [Please fill in the information requested below . . .]	Will print depending on marketing and printing layout.
21 [I Wish to Insure:]	Will print depending on marketing and printing layout.

<p>Applicant [Spouse] [/Civil Union Partner] [Domestic Partner] [Child*] [* Family [coverage] [plan] includes all of your eligible dependent children- no matter how many or one premium price.]</p>	<p>printing layout. May have multiple lines/space provided for client use with this category. Will print if spouse/civil union partner/Domestic Partner and/or other proposed insured coverage is offered. We will use the terminology recognized by the state.</p>
<p>22 * [The] Family [coverage] [plan] includes all your . . .]</p>	<p>Will print depending on marketing and printing layout.</p>
<p>23 BENEFICIARY PROVISIONS: Accidental Death benefits will be paid to your estate if a beneficiary is not indicated. In the event of my death, please pay my Accidental Death Benefits to: Name _____ Who is my _____ First Initial Last Relationship]</p>	<p>Will print when optional accidental death annuity rider is offered.</p>
<p>24 [Variable Payment Methods]</p>	<p>A combination or none will print depending on payment method offered and marketing layout. See the Explanation of Payment Method Variability for Appendix A below for an explanation of variability for this section.</p>
<p>25 Is the coverage you're . . . 26 Will the coverage . . . 27 To the best of your knowledge and belief, have [you] [or] [any persons to be insured. . .] 28 If "Yes to question . . . 29 [If you are applying . . .]</p>	<p>Will print depending on marketing plans offered and printing layout.</p>
<p>30 [I hereby apply for additional benefits . . .]</p>	<p>One of these variables will print depending on plans offered and marketing layout.</p>
<p>31 [I ACKNOWLEDGE THIS IS NOT A DEPOSIT...] 32 [CONSUMER DISCLOSURE OF THE SALE OF INSURANCE...] 33 [Insurance Products are not insured by the FDIC...] 34 [I acknowledge the receipt of the insurance disclosures...]</p>	<p>A combination will print depending on 3rd party marketing layout.</p>
<p>35 [My] [Client Identification] Signature [*]</p>	<p>A combination will print depending on 1st or 3rd party marketing layout.</p>
<p>36 [NOTE:] [IMPORTANT!] [If you] [select] [selected] [the Easy Pay Option,] ...]</p>	<p>One of these variables will print depending on marketing layout.</p>
<p>37 [Complete only if [Applicant] [spouse] [or]...]</p>	<p>Will print depending on marketing and printing layout.</p>
<p>38 [Complete only if address of [Client Name]...]</p>	<p>A combination will print depending on payment method provided.</p>

39 [I/We certify that during ...] [Signature of Licensed Agent...]	A combination will print for solicitations involving telemarketing via a licensed agent.
<u>Explanation of Payment Method Variability for Appendix A</u>	
<i>Variable Statements/Fields</i>	<i>How or When Used</i>
A-W The Method of Payment section in its entirety may or may not print depending on distribution channel and marketing layout.	
A [Method of Payment...]	A combination or none of these headers may print depending on payment method and marketing layout.
B-W [<input]]<="" td="" type="checkbox"/> <td data-bbox="824 606 1443 718">A combination of check boxes will print if more than one payment method is provided depending on marketing layout.</td>	A combination of check boxes will print if more than one payment method is provided depending on marketing layout.
B [Send no money [now!]] [Bill me [later]...]	A combination of these options will print depending on the payment method provided.
C [(Please) Check One [Payment Method] [Only]]	Will print when more than one payment method is provided.
D-U These variable paragraphs comprise the billing modes (options) we may offer in varying combinations to the applicant.	
D [I understand that I will receive a statement to collect [the] [my] [initial] [first] [month's] [number] [month's] premium...]	A combination will print depending on payment method offered.
E [I understand payment is not required at this time...]	Will print depending on payment method offered.
F [I prefer to send my first payment now. [Coverage will begin at the earliest possible date.]] [Payment enclosed. [Start coverage at the earliest possible date.]] [See section [4.]]	One or a combination of these options will appear depending on marketing layout. Directs applicant to agreement section.
G [I have enclosed [a total of]\$_____ to pay...]	A combination will print depending on payment method.
H [*] [Take] [When selected] ...]	A combination will print depending on payment method provided.
I [Make check [or money order] payable to Mutual of Omaha.]	A combination will print depending on payment method.
J [[Here is how I wish to be billed after the first month:] [After] [that] [the first] [number] [month] [months], [bill me] ...]	A combination will print depending on marketing layout.
K [[Select only one option.]...]	A combination will print depending on marketing layout.
L [[<input type="checkbox"/>][Annually [(once a year)]] [<input type="checkbox"/>][Semiannually [(twice a year)]] ...]	A combination will print depending on marketing layout.
M [<input type="checkbox"/>][Don't [bill me] [send me a bill].] [Yes,] [I want to receive an EASY PAY ...]	A combination will print depending on payment method provided.
N [Please indicate when you prefer ...]	A combination will print depending on payment method provided.

O <input type="checkbox"/> <input type="checkbox"/> [See] [Complete] Easy Pay [Option] [Authorization] . . .]	A combination will print depending on payment method provided.
P [EASY PAY] [OPTION] [AUTHORIZATION] . . .]	A combination will print depending on payment method provided.
Q <input type="checkbox"/> VISA® [Plan code]] . . .]	A combination will print depending on marketing layout.
R <input type="checkbox"/> <input type="checkbox"/> [I wish to <input type="checkbox"/> [bill] [pay] [charge] this insurance . . .]	A combination will print depending on marketing layout.
S [Enter your personal identification number...]	Will print depending on marketing layout.
T <input type="checkbox"/> [I understand [that] the [initial] ...]	A combination will print depending on marketing layout.
U [Return your application . . .]	A combination will print depending on marketing layout.
V [I understand the premium will be . . .]	A combination will print depending on marketing layout.
W <input type="checkbox"/> [I wish to pay the premium ...]	A combination will print depending on marketing layout.

Arkansas Insurance Department

Mike Huckabee
Governor



Julie Benafield Bowman
Commissioner

Please read and acknowledge your understanding and assurance of complying with the following requirements:

1. If a sponsor or endorser is involved such as a bank, school, retail store, etc., it must be ascertained whether that sponsor is to receive any form of compensation for the use of the card. If so, this must be disclosed to the insured. If there is compensation, the sponsor would need to be licensed to sell insurance.
2. The company must certify that failure to pay the credit card bill will not affect the premium payment.
3. If the credit card company does not pay the premium for any reason, the insurance company must notify the insured of this and allow a thirty day Grace Period for the insured to pay the premium.



SIGNATURE

September 2, 2010

DATE

Mutual of Omaha Insurance Company

COMPANY

CC-1

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Mutual of Omaha Insurance Company

Form Number(s): HI10-23783, HA10-23784, OMT1M, MA5968-03,
OC1751, OC1752

I hereby certify, to the best of my knowledge and belief, that the filing above meets the requirements of
Arkansas Rule and Regulation 19, Unfair Sex Discrimination In The Sale of Insurance.



Signature of Company Officer

Daniel J. Kennelly

Name

Vice President & Chief Compliance Officer

Title

September 2, 2010

Date

SERFF Tracking Number: MUTM-126781020 State: Arkansas
 Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 46704
 Company Tracking Number: LUTHER MARDOCK
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
 Product Name: Hospital Indemnity Insurance - HI10 & HA10
 Project Name/Number: HIP/HI10-23783

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/02/2010	Form	Hospital Confinement Indemnity Insurance Policy	09/09/2010	HI10-23783 AR.pdf (Superseded)
09/02/2010	Form	Hospital Confinement Indemnity Insurance Policy	09/09/2010	HA10-23784 AR.pdf (Superseded)

MUTUAL OF OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



HOSPITAL CONFINEMENT INDEMNITY INSURANCE POLICY

PLEASE REVIEW YOUR APPLICATION

Please review the attached copy of your application. If anything is incorrect or if any medical history is missing, it is your obligation to inform us right away. We issued your policy on the basis that all of the information shown in your application was correct and complete. If it is not, your policy may not be valid.

30-DAY RIGHT TO REVIEW POLICY

You have 30 days from the date of its delivery to review your policy. If during that time you are not satisfied with your policy, you may return it to us or to your agent for a prompt refund of all premiums paid. The policy will then be considered never to have been issued.

GUARANTEED RENEWABLE FOR LIFE

Your policy is guaranteed renewable for life. This means you have the right to continue your policy for as long as you live. Unless there has been a *material misrepresentation*, we cannot cancel your policy as long as you pay the required premium before the end of each grace period.

PREMIUM CHANGES

We may change the premium for your policy. However, we cannot make any premium change unless we make the same change to all policies of this form issued to persons of the same *class*. We will give you 60 days advance written notice prior to any premium change.

NOTICE TO BUYER: THIS IS A HOSPITAL CONFINEMENT INDEMNITY POLICY WHICH PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

This Is a Legal Contract Between You and Us.

CAUTION: READ YOUR POLICY CAREFULLY.

THIS POLICY CONTAINS A PRE-EXISTING CONDITION LIMITATION.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

To Inquire About Your Coverage or to Express a Concern,

You May Call Us Toll-Free At:

For Customer Service [1-XXX-XXX-XXXX]

For Claims Service [1-XXX-XXX-XXXX]

Chairman of the Board and
Chief Executive Officer

Corporate Secretary

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are italicized wherever they appear in your policy.

Class means persons with the same policy form and type of coverage as yours. Such persons reside in the same geographic area of the state as you do.

Complications of pregnancy means:

- (a) when the pregnancy is not terminated, a condition with a diagnosis which is distinct from pregnancy, adversely affected by pregnancy, or caused by pregnancy. This includes acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity; and
- (b) cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, preeclampsia, eclampsia, and toxemia.

Complications of pregnancy do not include false labor, occasional spotting, morning sickness, hyperemesis gravidarum, or similar conditions associated with the management of a difficult pregnancy not constituting a distinct medically-classified complication of pregnancy.

Confined or confinement means confinement as a resident inpatient in a *hospital* for at least 12 hours because of *sickness* or *injury*. Confinement must be recommended and supervised by a *physician*.

Daily room benefit means the amount we will pay for each day of *confinement* in a semi-private or private room. The daily room benefit is shown on the policy schedule.

Dependent child means your dependent child or your *spouse's* dependent child who is insured in accordance with the DEPENDENTS PROVISIONS section.

Emergency room means a designated part of a *hospital* that is staffed and equipped to provide rapid treatment to persons requiring immediate medical care.

Hospital means any of the following places:

- (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- (b) a place operated for the care and treatment of resident inpatients with a registered nurse (RN) or *physician* always on the premises and with a laboratory and x-ray facility;
- (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or
- (d) a place certified as a hospital by Medicare.

Not included is a hospital or institution or a part of a hospital or institution which is licensed or used principally:

- (a) for the care or treatment of drug abuse, alcoholism, or chemical dependency; or
- (b) as a continued or extended care facility, skilled nursing facility, assisted living facility, rehabilitation facility, convalescent home, or nursing home.

ICU daily room benefit means the amount we will pay for each day of *confinement* in an *intensive care unit*. The ICU daily room benefit is shown on the policy schedule.

Injury means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to *sickness*, bodily infirmity, or any other cause.

Insured person means you and, if insured under this policy, your *spouse* or *dependent child*.

Intensive care unit means a separate, specifically designated facility of a *hospital* which provides the highest level of medical care to critically ill or injured patients. The facility must be permanently equipped and staffed by qualified personnel to provide close observation on a full-time basis. Intensive care unit includes a coronary care unit or renal care unit.

Material misrepresentation means a condition or combination of conditions you were required to disclose on the application was not disclosed and, if disclosed, would have caused us to deny issuing or reinstating your policy. Any material misrepresentation is subject to the **Time Limit on Certain Defenses** provision.

Mental or nervous disorder means neurosis, psychoneurosis, psychosis, or mental or emotional disease or disorder of any kind. Mental or nervous disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma, or viral infection.

Normal childbirth or normal pregnancy means childbirth or pregnancy free of *complications of pregnancy*.

Physician means a person, other than you or a member of your immediate family, duly licensed and legally qualified to diagnose and treat a *sickness or injury*. He or she must be providing services within the scope of his or her license.

Policy date means the date coverage is effective under this policy as shown on the policy schedule.

Policy renewal date means the date your policy's premium is due. The frequency of the policy renewal date will vary depending on whether you pay premiums on a monthly, quarterly, semiannual or annual basis.

Sickness means an illness, disease, or physical condition which:

- (a) causes loss beginning while your policy is in force; and
- (b) is not excluded from coverage.

Spouse means the person to whom you are legally married and who is insured in accordance with the DEPENDENTS PROVISIONS section.

Substance abuse means drug abuse, alcoholism, or chemical dependency.

Urgent care center means a free-standing medical facility that is not part of a *hospital*, where patients are treated on a walk-in basis, without an appointment, and receive immediate medical care. If required by the state in which it is located, an urgent care center must have the appropriate state licensure, certification, or registration to operate as an urgent care center.

We, us, and our mean Mutual of Omaha Insurance Company.

You and your mean the person named as the Insured on the policy schedule.

PRE-EXISTING CONDITION LIMITATION

We will not pay benefits for loss resulting from a pre-existing condition, unless such loss occurs [3, 6, 9, 12] months or more after the *policy date*.

A pre-existing condition is a condition for which medical advice, diagnosis, care, or treatment was recommended by or received from a *physician* within [3, 6, 9, 12] months prior to the *policy date*.

HOSPITAL CONFINEMENT INDEMNITY BENEFITS

When an *insured person* is *confined* in a *hospital* as the result of a *sickness or injury*, we will pay the greater of either:

- (a) the *daily room benefit* for each day of *confinement*; or
- (b) the *ICU daily room benefit* for each day of *confinement* in an *intensive care unit*.

There is no limit on the number of days for which *hospital confinement* indemnity benefits are payable.

EMERGENCY CARE BENEFIT

If an *insured person* receives treatment in an *emergency room* or *urgent care center* and is admitted to a *hospital* as an inpatient within 24 hours afterwards, we will pay a \$50 emergency care benefit. This benefit is limited to a maximum of two occurrences per *insured person* per calendar year.

DEPENDENTS PROVISIONS

Your eligible dependents are covered under this policy only if you apply for coverage for them, we accept the application, and you pay the required premium.

ELIGIBILITY

Eligible dependents include:

- (a) your *spouse*;
- (b) any unmarried *dependent child* who is under age 19 (23 if a full-time student in an accredited college or university); and
- (c) adopted children or children placed with you for the purpose of legal adoption.

NEWBORN CHILDREN AND ADOPTED CHILDREN

Any natural child of yours born while this policy is in force will be automatically insured from birth for 60 days without being subject to any waiting or probationary period that might otherwise apply. Coverage for the newborn child will continue in effect thereafter, without evidence of insurability, if we receive a written request and payment of any required additional premium for *dependent child* coverage prior to the end of the automatic coverage period. Expiration of the automatic coverage period will not affect any claim incurred prior to the end of such period.

Any child adopted by you while this policy is in force will be insured during the automatic coverage period. The automatic coverage period for such adoptive child will begin on the earlier of:

- (a) the date of placement for the purpose of adoption; or
- (b) the date of the entry of an order granting you custody of the child for purposes of adoption.

The child will be automatically insured for 60 days or until the first day of the second month after the adoption or placement, whichever is longer.

Coverage for the adoptive child will continue beyond the automatic coverage period, without evidence of insurability, if we receive notification of the adoption and payment of any required additional premium prior to the end of such period. Continuous coverage for the adoptive child will end on the earlier of:

- (a) the date placement is disrupted prior to legal adoption and the child is removed from placement; or
- (b) the date coverage would otherwise terminate in accordance with this policy's TERMINATION provision.

WHEN DEPENDENT CHILD INSURANCE ENDS

Coverage for a *dependent child* will end on the date he or she:

- (a) reaches age 19 (23 if a full-time student in an accredited college or university);
- (b) gets married; or
- (c) meets any of the conditions of the TERMINATION provision.

If we accept the additional dependent premium for this policy after the last *dependent child* reaches age 19 (23 if a full-time student in an accredited college or university) or after we receive notice of marriage or notice that he or she is no longer a full-time student, coverage for such child will continue until the end of the period for which premium has been accepted. If we accept premium without notice of marriage or notice that the last *dependent child* is no longer a full-time student, it will be refunded.

If, on the date a *dependent child's* insurance would end because of reaching age 19 (23 if a full-time student in an accredited college or university), he or she is not capable of self-sustaining employment because of an intellectual disability or physical handicap, and is chiefly dependent on you for support and maintenance, we will continue coverage for such child. Coverage will continue as long as your policy remains in force and the incapacity continues. We may ask prior to the date coverage for a *dependent child* is to end whether or not he or she is incapacitated. Unless satisfactory proof of such incapacity is sent to us, we may terminate the *dependent child's* coverage under your policy.

SPOUSE CONVERSION PRIVILEGE

If your *spouse's* coverage terminates due to a change in your marital status, we will issue your former *spouse* a policy then available which is most comparable to this policy. Your former *spouse* must apply for and pay the premium for the new policy within 30 days after termination under this policy. Benefits may be less than those provided to your former *spouse* under this policy and will exclude any conditions not covered by this policy. Any waiting period on the new policy will be reduced by the number of months already satisfied on this policy.

SPOUSE CONTINUATION OF COVERAGE

If you die while this policy is in force, we will renew this policy with your *spouse* (if then covered) as the new Insured. Otherwise, continuation is subject to all policy provisions.

TERMINATION

Your policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy, or any future date you specify in your request. In either case, the grace period will not apply;
- (b) the *policy renewal date*, if the renewal premium was not paid before the end of the grace period; or
- (c) the date of your death (except as stated in the **Spouse Continuation of Coverage** provision).

Spouse or *dependent child* coverage under your policy will terminate on the earliest of:

- (a) the date we receive your request to terminate your *spouse's* or *dependent child's* coverage (in which case the grace period will not apply);
- (b) the *policy renewal date* on or immediately following the date eligibility ends;
- (c) the date your coverage terminates; or
- (d) the date of your *spouse's* or *dependent child's* death.

Termination of coverage will not affect any claim beginning while your policy was in force.

UNEARNED PREMIUM REFUND

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. The premium refund issued in the event of death will be paid in a lump sum amount within 30 days after satisfactory proof of an *insured person's* death has been furnished to us.

EXCLUSIONS AND LIMITATIONS

We will not pay benefits for:

- (a) loss that begins while this policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted *injury* while sane or insane; or
- (e) *normal childbirth, normal pregnancy*, or voluntarily induced abortion. *Complications of pregnancy* are payable on the same basis as any other *sickness*.

Benefits for loss resulting from *substance abuse* and *mental or nervous disorders* are limited to a lifetime maximum of 90 days for each *insured person*.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Written notice of a claim must be given to us within 20 days after a covered loss starts, or as soon as reasonably possible. You may give the required notice or someone else may do it for you. The notice should include your name and policy number. Notice should be mailed to us in Omaha, Nebraska.

CLAIM FORMS

When we receive your notice of a claim, we will send you forms for filing proof of loss. If we do not send you these forms within 15 days of such notice, you can meet the proof of loss requirement by giving us a written statement of your claim. We must receive this statement within the time given for filing proof of loss.

PROOF OF LOSS

Written proof of loss must be given to us within 90 days after the onset of such loss. If it is not reasonably possible to give us written proof within the required time, we will not reduce or deny your claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be given no more than 12 months from the time specified, unless you were legally incapacitated.

TIME OF PAYMENT OF CLAIMS

We will pay benefits for a covered loss as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

We will pay benefits to you, if you are living, unless you send us a written request to pay your health care provider directly. Benefits unpaid at your death which are not assigned will be paid to your estate.

If any benefits are payable to your estate, or to a minor or any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours whom we find entitled to the payment. If we make a payment in good faith, we will be fully discharged to the extent of that payment.

TERM OF COVERAGE

Your coverage starts on the *policy date* at 12:01 a.m. where you reside. It ends at 12:01 a.m. where you reside on the first *policy renewal date*. Each time you renew your policy by paying the premium within the 31-day grace period, a new term begins when the old term ends.

POLICY PROVISIONS

CONSIDERATION

In consideration of the first premium you paid, the application you completed, and our reliance on your answers to the application questions, we have put this policy in force as of the *policy date*. That date is shown on the policy schedule. A copy of your application is attached.

ENTIRE CONTRACT AND CHANGES

This policy is a contract between you and us. The entire contract consists of:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders; and
- (e) any endorsements or amendments.

No change in this policy will be effective until approved by a company officer. This approval must be noted on or attached to the policy. No agent can change this policy or waive any of its provisions. Any rider, endorsement, or application added after the *policy date* which reduces or eliminates coverage under this policy will require your signed acceptance to be valid.

TIME LIMIT ON CERTAIN DEFENSES

After two years from the date a person becomes insured under this policy, only fraudulent misstatements in the application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

After two years from the date of reinstatement, only fraudulent misstatements in the reinstatement application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

No claim for loss incurred after [3, 6, 9, 12] months from the date a person becomes covered under this policy will be reduced or denied on the grounds that a disease or physical condition existed within [3, 6, 9, 12] months prior to the *policy date*.

GRACE PERIOD

Your policy has a 31-day grace period. This means that if you do not pay a renewal premium on or before the date it is due, you can pay it during the following 31 days. During the grace period your policy will stay in force.

REINSTATEMENT

Your policy will lapse if you do not pay your premium before the end of the grace period. If we accept a late premium without requiring you to complete an application for reinstatement, your policy will be reinstated.

If we require you to complete an application, we will reinstate your policy as of the approval date. If we do not approve your application within 45 days of the application date, we will reinstate your policy on the 45th day following the date of the application, unless we have previously given you written notice of its disapproval.

Your reinstated policy will only cover loss that results from *sickness* or *injury* sustained after the date of reinstatement. In all other respects, your rights and our rights will remain the same as before the policy lapsed, subject to any provisions noted on or attached to the reinstated policy.

PHYSICAL EXAMINATIONS AND AUTOPSY

We have the right to have an *insured person* examined, at our expense, as often as reasonably necessary while a claim is pending. We may also have an autopsy done, at our expense, unless prohibited by law.

MISSTATEMENT OF AGE

If the age of an *insured person* has been misstated, all benefits payable will be those which the premium paid would have purchased at the correct age.

LEGAL ACTIONS

You cannot bring a legal action to recover under this policy until at least 60 days after you have given us satisfactory written proof of loss. You cannot bring a legal action more than three years from the date proof of loss is required.

OTHER INSURANCE WITH US

You can be insured under only one policy of this type with us at any one time. If you are insured under more than one such policy, you must select the one that is to remain in effect. In the event of your death, your estate will make this selection. We will refund all premiums paid, minus any claims paid, for the policy you cancel.

UNPAID PREMIUM

When we pay benefits for a claim under this policy, we may reduce those benefits by the amount of any premium then due and unpaid.

CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date, is amended to conform to the minimum requirements of those laws.

POLICY SCHEDULE

POLICY NUMBER	POLICY DATE	FIRST RENEWAL DATE
HI10-[000000-00M]	[8-1-10]	[8-1-11]

INITIAL PREMIUM	RENEWAL PREMIUM	PREMIUM MODE
[\$0,000.00]	[\$0,000.00 *]	[Annual, Semiannual, Quarterly, Monthly]

POLICY BENEFIT **SERIES** [23783]

Daily Room Benefit: \$[50-1,000]	INSURED
ICU Daily Room Benefit: \$[100-2,000]	[James J. Jones]
	[123 Main Street]
	[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]
 [J Brown 09999]

ADDITIONAL COVERAGES AND POLICY ADJUSTMENTS

[0KK1M Specific Major Injury Rider
Rider Premium \$[00.00]]

[0KJ9M Accidental Death Benefits Rider
Rider Premium \$[00.00]]

[0MT1M Accident-Only Hospital Indemnity Daily Room
Benefit Increase Rider
Rider Premium \$[00.00]
Daily Room Benefit \$[50-200]]

[0MT4M Unemployment Waiver of Premium Rider
Rider Premium \$[00.00]]

[0MT5M Hospitalization Waiver of Premium Rider
Rider Premium \$[00.00]]

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

HI10-23783

POLICY SCHEDULE

POLICY NUMBER	POLICY DATE	FIRST RENEWAL DATE
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INITIAL PREMIUM	RENEWAL PREMIUM	PREMIUM MODE
[\$0,000.00]	[\$0,000.00 *]	[Annual, Semiannual, Quarterly, Monthly]

POLICY BENEFIT **SERIES** [23783]

Daily Room Benefit: \$[80-1,000]	INSURED
ICU Daily Room Benefit: \$[100-2,000]	[James J. Jones]
	[123 Main Street]
	[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]
 [J Brown 09999]

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Rider Premium \$[00.00]]

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Rider Premium \$[00.00]
Daily Room Benefit \$[50-200]]

[0MT4M Unemployment Waiver of Premium Rider
Rider Premium \$[00.00]]

[0MT5M Hospitalization Waiver of Premium Rider
Rider Premium \$[00.00]]

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

HI10-23783

MUTUAL OF OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



ACCIDENT-ONLY HOSPITAL CONFINEMENT INDEMNITY INSURANCE POLICY

PLEASE REVIEW YOUR APPLICATION

Please review the attached copy of your application. If anything is incorrect or if any medical history is missing, it is your obligation to inform us right away. We issued your policy on the basis that all of the information shown in your application was correct and complete. If it is not, your policy may not be valid.

30-DAY RIGHT TO REVIEW POLICY

You have 30 days from the date of its delivery to review your policy. If during that time you are not satisfied with your policy, you may return it to us or to your agent for a prompt refund of all premiums paid. The policy will then be considered never to have been issued.

GUARANTEED RENEWABLE FOR LIFE

Your policy is guaranteed renewable for life. This means you have the right to continue your policy for as long as you live. Unless there has been a *material misrepresentation*, we cannot cancel your policy as long as you pay the required premium before the end of each grace period.

PREMIUM CHANGES

We may change the premium for your policy. However, we cannot make any premium change unless we make the same change to all policies of this form issued to persons of the same *class*. We will give you 60 days advance written notice prior to any premium change.

**NOTICE TO BUYER: THIS IS AN ACCIDENT-ONLY POLICY AND
IT DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.**

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CAUTION: READ YOUR POLICY CAREFULLY.

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To Inquire About Your Coverage or to Express a Concern,

You May Call Us Toll-Free At:

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Chairman of the Board and
Chief Executive Officer

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Emergency room means a designated part of a *hospital* that is staffed and equipped to provide rapid treatment to persons requiring immediate medical care.

Hospital means any of the following places:

- (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- (b) a place operated for the care and treatment of resident inpatients with a registered nurse (RN) or *physician* always on the premises and with a laboratory and x-ray facility;
- (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or
- (d) a place certified as a hospital by Medicare.

Not included is a hospital or institution or a part of a hospital or institution which is licensed or used principally:

- (a) for the care or treatment of drug abuse, alcoholism, or chemical dependency; or
- (b) as a continued or extended care facility, skilled nursing facility, assisted living facility, rehabilitation facility, convalescent home, or nursing home.

ICU daily room benefit means the amount we will pay for each day of *confinement* in an *intensive care unit*. The ICU daily room benefit is shown on the policy schedule.

Injury means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to sickness, bodily infirmity, or any other cause.

Insured person means you and, if insured under this policy, your *spouse* or *dependent child*.

Intensive care unit means a separate, specifically designated facility of a *hospital* which provides the highest level of medical care to critically ill or injured patients. The facility must be permanently equipped and staffed by qualified personnel to provide close observation on a full-time basis. Intensive care unit includes a coronary care unit or renal care unit.

Material misrepresentation means a condition or combination of conditions you were required to disclose on the application was not disclosed and, if disclosed, would have caused us to deny issuing or reinstating your policy. Any material misrepresentation is subject to the **Time Limit on Certain Defenses** provision.

Physician means a person, other than you or a member of your immediate family, duly licensed and legally qualified to diagnose and treat an *injury*. He or she must be providing services within the scope of his or her license.

Policy date means the date coverage is effective under this policy as shown on the policy schedule.

Policy renewal date means the date your policy's premium is due. The frequency of the policy renewal date will vary depending on whether you pay premiums on a monthly, quarterly, semiannual or annual basis.

Spouse means the person to whom you are legally married and who is insured in accordance with the DEPENDENTS PROVISIONS section.

Urgent care center means a free-standing medical facility that is not part of a *hospital*, where patients are treated on a walk-in basis, without an appointment, and receive immediate medical care. If required by the state in which it is located, an urgent care center must have the appropriate state licensure, certification, or registration to operate as an urgent care center.

We, us, and our mean Mutual of Omaha Insurance Company.

You and your mean the person named as the Insured on the policy schedule.

HOSPITAL CONFINEMENT INDEMNITY BENEFITS

When an *insured person* is *confined* in a *hospital* as the result of an *injury*, we will pay the greater of either:

- (a) the *daily room benefit* for each day of *confinement*; or
- (b) the *ICU daily room benefit* for each day of *confinement* in an *intensive care unit*.

There is no limit on the number of days for which *hospital confinement* indemnity benefits are payable.

EMERGENCY CARE BENEFIT

If an *insured person* receives treatment in an *emergency room* or *urgent care center* as a result of an *injury* and is admitted to a *hospital* as an inpatient within 24 hours afterwards, we will pay a \$50 emergency care benefit. This benefit is limited to a maximum of two occurrences per *insured person* per calendar year.

DEPENDENTS PROVISIONS

Your eligible dependents are covered under this policy only if you apply for coverage for them, we accept the application, and you pay the required premium.

ELIGIBILITY

Eligible dependents include:

- (a) your *spouse*;
- (b) any unmarried *dependent child* who is under age 19 (23 if a full-time student in an accredited college or university); and
- (c) adopted children or children placed with you for the purpose of legal adoption.

NEWBORN CHILDREN AND ADOPTED CHILDREN

Any natural child of yours born while this policy is in force will be automatically insured from birth for 60 days without being subject to any waiting or probationary period that might otherwise apply. Coverage for the newborn child will continue in effect thereafter, without evidence of insurability, if we receive a written request and payment of any required additional premium for *dependent child* coverage prior to the end of the automatic coverage period. Expiration of the automatic coverage period will not affect any claim incurred prior to the end of such period.

Any child adopted by you while this policy is in force will be insured during the automatic coverage period. The automatic coverage period for such adoptive child will begin on the earlier of:

- (a) the date of placement for the purpose of adoption; or
- (b) the date of the entry of an order granting you custody of the child for purposes of adoption.

The child will be automatically insured for 60 days or until the first day of the second month after the adoption or placement, whichever is longer.

Coverage for the adoptive child will continue beyond the automatic coverage period, without evidence of insurability, if we receive notification of the adoption and payment of any required additional premium prior to the end of such period. Continuous coverage for the adoptive child will end on the earlier of:

- (a) the date placement is disrupted prior to legal adoption and the child is removed from placement; or
- (b) the date coverage would otherwise terminate in accordance with this policy's **TERMINATION** provision.

WHEN DEPENDENT CHILD INSURANCE ENDS

Coverage for a *dependent child* will end on the date he or she:

- (a) reaches age 19 (23 if a full-time student in an accredited college or university);
- (b) gets married; or
- (c) meets any of the conditions of the TERMINATION provision.

If we accept the additional dependent premium for this policy after the last *dependent child* reaches age 19 (23 if a full-time student in an accredited college or university) or after we receive notice of marriage or notice that he or she is no longer a full-time student, coverage for such child will continue until the end of the period for which premium has been accepted. If we accept premium without notice of marriage or notice that the last *dependent child* is no longer a full-time student, it will be refunded.

If, on the date a *dependent child's* insurance would end because of reaching age 19 (23 if a full-time student in an accredited college or university), he or she is not capable of self-sustaining employment because of an intellectual disability or physical handicap, and is chiefly dependent on you for support and maintenance, we will continue coverage for such child. Coverage will continue as long as your policy remains in force and the incapacity continues. We may ask prior to the date coverage for a *dependent child* is to end whether or not he or she is incapacitated. Unless satisfactory proof of such incapacity is sent to us, we may terminate the *dependent child's* coverage under your policy.

SPOUSE CONVERSION PRIVILEGE

If your *spouse's* coverage terminates due to a change in your marital status, we will issue your former *spouse* a policy then available which is most comparable to this policy. Your former *spouse* must apply for and pay the premium for the new policy within 30 days after termination under this policy. Benefits may be less than those provided to your former *spouse* under this policy and will exclude any conditions not covered by this policy. Any waiting period on the new policy will be reduced by the number of months already satisfied on this policy.

SPOUSE CONTINUATION OF COVERAGE

If you die while this policy is in force, we will renew this policy with your *spouse* (if then covered) as the new Insured. Otherwise, continuation is subject to all policy provisions.

TERMINATION

Your policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy, or any future date you specify in your request. In either case, the grace period will not apply;
- (b) the *policy renewal date*, if the renewal premium was not paid before the end of the grace period; or
- (c) the date of your death (except as stated in the **Spouse Continuation of Coverage** provision).

Spouse or *dependent child* coverage under your policy will terminate on the earliest of:

- (a) the date we receive your request to terminate your *spouse's* or *dependent child's* coverage (in which case the grace period will not apply);
- (b) the *policy renewal date* on or immediately following the date eligibility ends;
- (c) the date your coverage terminates; or
- (d) the date of your *spouse's* or *dependent child's* death.

Termination of coverage will not affect any claim beginning while your policy was in force.

UNEARNED PREMIUM REFUND

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. The premium refund issued in the event of death will be paid in a lump sum amount within 30 days after satisfactory proof of an *insured person's* death has been furnished to us.

EXCLUSIONS AND LIMITATIONS

Your policy pays benefits only for loss resulting from *injuries*. We will not pay benefits for:

- (a) loss that begins while this policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted *injury* while sane or insane; or
- (e) loss resulting directly or indirectly from disease or bodily infirmity.

CLAIMS PROVISIONS

NOTICE OF CLAIM

Written notice of a claim must be given to us within 20 days after a covered loss starts, or as soon as reasonably possible. You may give the required notice or someone else may do it for you. The notice should include your name and policy number. Notice should be mailed to us in Omaha, Nebraska.

CLAIM FORMS

When we receive your notice of a claim, we will send you forms for filing proof of loss. If we do not send you these forms within 15 days of such notice, you can meet the proof of loss requirement by giving us a written statement of your claim. We must receive this statement within the time given for filing proof of loss.

PROOF OF LOSS

Written proof of loss must be given to us within 90 days after the onset of such loss. If it is not reasonably possible to give us written proof within the required time, we will not reduce or deny your claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be given no more than 12 months from the time specified, unless you were legally incapacitated.

TIME OF PAYMENT OF CLAIMS

We will pay benefits for a covered loss as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

We will pay benefits to you, if you are living, unless you send us a written request to pay your health care provider directly. Benefits unpaid at your death which are not assigned will be paid to your estate.

If any benefits are payable to your estate, or to a minor or any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours whom we find entitled to the payment. If we make a payment in good faith, we will be fully discharged to the extent of that payment.

TERM OF COVERAGE

Your coverage starts on the *policy date* at 12:01 a.m. where you reside. It ends at 12:01 a.m. where you reside on the first *policy renewal date*. Each time you renew your policy by paying the premium within the 31-day grace period, a new term begins when the old term ends.

POLICY PROVISIONS

CONSIDERATION

In consideration of the first premium you paid, the application you completed, and our reliance on your answers to the application questions, we have put this policy in force as of the *policy date*. That date is shown on the policy schedule. A copy of your application is attached.

ENTIRE CONTRACT AND CHANGES

This policy is a contract between you and us. The entire contract consists of:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders; and
- (e) any endorsements or amendments.

No change in this policy will be effective until approved by a company officer. This approval must be noted on or attached to the policy. No agent can change this policy or waive any of its provisions. Any rider, endorsement, or application added after the *policy date* which reduces or eliminates coverage under this policy will require your signed acceptance to be valid.

TIME LIMIT ON CERTAIN DEFENSES

After two years from the date a person becomes insured under this policy, only fraudulent misstatements in the application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

After two years from the date of reinstatement, only fraudulent misstatements in the reinstatement application can be used to void the policy or deny any claim for loss incurred that starts after the two-year period.

GRACE PERIOD

Your policy has a 31-day grace period. This means that if you do not pay a renewal premium on or before the date it is due, you can pay it during the following 31 days. During the grace period your policy will stay in force.

REINSTATEMENT

Your policy will lapse if you do not pay your premium before the end of the grace period. If we accept a late premium without requiring you to complete an application for reinstatement, your policy will be reinstated.

If we require you to complete an application, we will reinstate your policy as of the approval date. If we do not approve your application within 45 days of the application date, we will reinstate your policy on the 45th day following the date of the application, unless we have previously given you written notice of its disapproval.

Your reinstated policy will only cover loss that results from an *injury* sustained after the date of reinstatement. In all other respects, your rights and our rights will remain the same as before the policy lapsed, subject to any provisions noted on or attached to the reinstated policy.

PHYSICAL EXAMINATIONS AND AUTOPSY

We have the right to have an *insured person* examined, at our expense, as often as reasonably necessary while a claim is pending. We may also have an autopsy done, at our expense, unless prohibited by law.

MISSTATEMENT OF AGE

If the age of an *insured person* has been misstated, all benefits payable will be those which the premium paid would have purchased at the correct age.

LEGAL ACTIONS

You cannot bring a legal action to recover under this policy until at least 60 days after you have given us satisfactory written proof of loss. You cannot bring a legal action more than three years from the date proof of loss is required.

OTHER INSURANCE WITH US

You can be insured under only one policy of this type with us at any one time. If you are insured under more than one such policy, you must select the one that is to remain in effect. In the event of your death, your estate will make this selection. We will refund all premiums paid, minus any claims paid, for the policy you cancel.

UNPAID PREMIUM

When we pay benefits for a claim under this policy, we may reduce those benefits by the amount of any premium then due and unpaid.

CONFORMITY WITH STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which you reside on that date, is amended to conform to the minimum requirements of those laws.

POLICY SCHEDULE

POLICY NUMBER	POLICY DATE	FIRST RENEWAL DATE
HA10-[000000-00M]	[8-1-10]	[8-1-11]

INITIAL PREMIUM	RENEWAL PREMIUM	PREMIUM MODE
[\$0,000.00]	[\$0,000.00 *]	[Annual, Semiannual, Quarterly, Monthly]

POLICY BENEFIT **SERIES** [23784]

Daily Room Benefit: \$[50-1000]
ICU Daily Room Benefit: \$[100-2,000]

INSURED

[James J. Jones]
[123 Main Street]
[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR

[Don Jones]
[J Brown 09999]

ADDITIONAL COVERAGES AND POLICY ADJUSTMENTS

[0KK1M Specific Major Injury Rider
Rider Premium \$[00.00]]

[0KJ9M Accidental Death Benefits Rider
Rider Premium \$[00.00]]

[0MT1M Accident-Only Hospital Indemnity Daily Room
Benefit Increase Rider
Rider Premium \$[00.00]
Daily Room Benefit \$[50-200]]

[0MT4M Unemployment Waiver of Premium Rider
Rider Premium \$[00.00]]

[0MT5M Hospitalization Waiver of Premium Rider
Rider Premium \$[00.00]]

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

HA10-23784

POLICY SCHEDULE

POLICY NUMBER	POLICY DATE	FIRST RENEWAL DATE
HA10-[000000-00M]	[8-1-10]	[8-1-11]

INITIAL PREMIUM	RENEWAL PREMIUM	PREMIUM MODE
[\$0,000.00]	[\$0,000.00 *]	[Annual, Semiannual, Quarterly, Monthly]

POLICY BENEFIT **SERIES** [23784]

Daily Room Benefit: \$[80-1000]
ICU Daily Room Benefit: \$[100-2,000]

INSURED

[James J. Jones]
[123 Main Street]
[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR

[Don Jones]
[J Brown 09999]

ADDITIONAL COVERAGES AND POLICY ADJUSTMENTS

[0KK1M Specific Major Injury Rider
Rider Premium \$[00.00]]

[0KJ9M Accidental Death Benefits Rider
Rider Premium \$[00.00]]

[0MT1M Accident-Only Hospital Indemnity Daily Room
Benefit Increase Rider
Rider Premium \$[00.00]
Daily Room Benefit \$[50-200]]

[0MT4M Unemployment Waiver of Premium Rider
Rider Premium \$[00.00]]

[0MT5M Hospitalization Waiver of Premium Rider
Rider Premium \$[00.00]]

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

HA10-23784