

SERFF Tracking Number: MUTM-127127565 State: Arkansas  
Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 48546  
Company Tracking Number: NEIL SANDHOEFNER  
TOI: H03I Individual Health - Accidental Death & Dismemberment Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
Product Name: Accidental Death Insurance Policy 50AD-23960  
Project Name/Number: Accidental Death Insurance Policy/50AD-23960

## Filing at a Glance

Company: Mutual of Omaha Insurance Company

Product Name: Accidental Death Insurance Policy 50AD-23960 SERFF Tr Num: MUTM-127127565 State: Arkansas

TOI: H03I Individual Health - Accidental Death & Dismemberment SERFF Status: Closed-Approved-Closed State Tr Num: 48546

Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment Co Tr Num: NEIL SANDHOEFNER State Status: Approved-Closed

Filing Type: Form/Rate

Reviewer(s): Rosalind Minor

Authors: Shelly Kaipust, Sofia Kuehn, Jan Serafini, Thea Shepherd, Mary Gregg, Gilbert Burket, Krysia Gannon, Ellen Cochrane, Melanie Worth, Robyn Gonzales, Joanne Najdzin, Kristin Miller, Luther Mardock, Neil Sandhoefner, Shirley McPhaull, Katie Tupper

Disposition Date: 04/20/2011

Date Submitted: 04/20/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Accidental Death Insurance Policy

Status of Filing in Domicile: Pending

Project Number: 50AD-23960

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/20/2011

State Status Changed: 04/20/2011

Deemer Date:

Created By: Shelly Kaipust

Submitted By: Krysia Gannon

Corresponding Filing Tracking Number:

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Filing Description:  
April 20, 2011

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 Health Insurance  
Accidental Death Insurance Policy 50AD-23960  
Outline of Coverage M27838  
Application MA5980-03  
Actuarial Memorandum and Rate Schedules

The above-captioned accidental death insurance forms are attached for filing with your Department. These forms are new and do not replace any previously filed forms.

Accidental Death Insurance Policy 50AD-23960 was developed to provide benefits for accidental death. This policy will be marketed for both individual and family coverage. We request that the policy be approved as variable with respect to the bracketed definitions and provisions. We may elect to remove the Common Carrier Accidental Death Benefit and/or the Auto/Pedestrian Accidental Death Benefit from the policy. If either benefit does not print, the bracketed definitions that apply solely to that benefit will not print either.

Application MA5980-03 will be used to apply for this coverage. We request the use of electronic signature capability with this application. Solicitation will be conducted through agents, brokers, producers, and direct response marketing. We ask that all bracketed areas of the application be filed as variable to accommodate changes in marketing criteria. An Application Memorandum of Variable Material is attached.

Outline of Coverage M27838 will be used with this policy. We request the outline of coverage be approved as variable to the extent that addresses, dates and other variables can be changed over time when appropriate and when amended by law or regulation, or when corresponding variable provisions appearing within the policy change.

Variability is also requested for bracketed text shown on the policy schedules. We are filing up to a \$10,000,000

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accidental death benefit because we anticipate marketing benefits in thousand dollar increments.

An actuarial memorandum and rate schedule pages are also attached.

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,

Luther Mardock  
Product and Advertising Compliance Analyst  
Corporate Compliance and Ethics Division  
Phone: 402-351-6919  
Fax: 402-351-5298  
E-mail: luther.mardock@mutualofomaha.com

## Company and Contact

### Filing Contact Information

Neil Sandhoefner, Product & Advertising Compliance Analyst  
Mutual of Omaha  
Mutual of Omaha Plaza  
Omaha, NE 68175  
neil.sandhoefner@mutualofomaha.com  
402-351-6969 [Phone]  
402-351-5298 [FAX]

### Filing Company Information

Mutual of Omaha Insurance Company  
Mutual of Omaha Plaza  
Omaha, NE 68175  
(402) 351-6910 ext. [Phone]  
CoCode: 71412  
Group Code: 261  
Group Name:  
FEIN Number: 47-0246511  
State of Domicile: Nebraska  
Company Type: Health Insurance  
State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$200.00  
Retaliatory? No



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/20/2011	04/20/2011

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## Disposition

Disposition Date: 04/20/2011

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Mutual of Omaha Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Approved-Closed	No
<b>Supporting Document</b>	Outline of Coverage	Approved-Closed	Yes
<b>Supporting Document</b>	Memorandum of Variable Material	Approved-Closed	Yes
<b>Form</b>	Accidental Death Insurance Policy	Approved-Closed	Yes
<b>Form</b>	Outline of Coverage	Approved-Closed	Yes
<b>Form</b>	Application for Accidental Death Insurance	Approved-Closed	Yes
<b>Rate</b>	50AD Base Rates	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number: 50AD-23960

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 04/20/2011	50AD-23960	Policy/Contract	Accidental Death Insurance Policy	Initial		50.100	50AD-23960.pdf
Approved-Closed 04/20/2011	M27838	Outline of Coverage	Outline of Coverage	Initial			M27838 Outline.pdf
Approved-Closed 04/20/2011	MA5980-03	Application/Enrollment Form	Application for Accidental Death Insurance	Initial			MA5980-03 (AR).pdf

# MUTUAL OF OMAHA INSURANCE COMPANY

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



## ACCIDENTAL DEATH INSURANCE POLICY

### PLEASE REVIEW YOUR APPLICATION

Please review the attached copy of your application. If anything is incorrect or misstated, you must 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 be void.

### 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, and we will promptly refund all premiums paid. We will consider the policy never to have been issued.

### GUARANTEED RENEWABLE TO AGE 80

Your policy is guaranteed renewable until you reach *age 80*. This means you have the right to continue your policy until you reach *age 80*. Unless there has been a *material misrepresentation*, we cannot cancel your policy during that time 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 this form issued to persons of the same *class*. We will give you 30 days advance written notice before any premium change. Your premium will not increase during the first five years following the *policy date*.

**This Is a Legal Contract Between You and Us.  
READ YOUR POLICY CAREFULLY.  
THIS IS AN ACCIDENT-ONLY POLICY WHICH DOES NOT PAY  
BENEFITS FOR LOSS RESULTING FROM SICKNESS.**

Chairman of the Board and  
Chief Executive Officer

Corporate Secretary

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## DEFINITIONS

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Shown below are the defined terms used in your policy. To make these terms stand out, they are *italicized* wherever they appear in your policy.

**Age 80** means the first *policy renewal date* that coincides with or next follows an *insured person's* 80th birthday.

**Beneficiary** means the person(s) or legal entity you named in your application or later written request to receive any benefits under this policy or any attached rider in the event of your death.

**Class** means persons with the same policy form, issue age, gender, family status, and type of coverage as yours. Such persons reside in the same geographic area of the state as you do.

[**Common carrier** means an entity that is licensed primarily to transport passengers for hire in any public land, air, or water conveyance.]

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

**Injury** means bodily harm which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) results in loss independently of sickness and all other causes (except for sickness caused by the injury).

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

**Material misrepresentation** means the failure to disclose information you were requested to disclose on your application which, 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.

**Policy date** means the date coverage is effective under your 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 the premiums are paid on a monthly, quarterly, semiannual, annual, or other basis.

**Primary insured** means the person named as the Insured on the policy schedule.

[**Private automobile** means a four-wheeled motor vehicle designed to carry passengers and travel on public streets and highways. A private automobile does not include a vehicle intended for public transportation or for hire.]

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

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

**You and your** mean the person named as the Insured on the policy schedule, who is also the *primary insured*.

## ACCIDENTAL DEATH BENEFIT

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If, while insured under this policy, an *insured person* sustains an *injury* which results in death within 365 days following the date of the *injury*, we will pay the Accidental Death Benefit shown on the policy schedule.

The accidental death benefit for your *spouse* will be 100% of the amount payable for the *primary insured*.

The accidental death benefit for a *dependent child* will be 20% of the amount payable for the *primary insured*.

## [COMMON CARRIER ACCIDENTAL DEATH BENEFIT]

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[Your policy contains a common carrier accidental death benefit if such benefit is shown as applicable on the policy schedule. If the benefit is applicable, the following will apply:]

[If, while insured under this policy, an *insured person* sustains an *injury* while riding as a fare-paying passenger on a *common carrier* which results in death within 365 days following the date of the *injury*, we will pay a common carrier

accidental death benefit. The common carrier accidental death benefit is shown on the policy schedule. This benefit is payable in addition to the accidental death benefit.

A passenger does not include a person riding as an operator, pilot, or member of the crew.]

## **[AUTO/PEDESTRIAN ACCIDENTAL DEATH BENEFIT]**

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[Your policy contains an auto/pedestrian accidental death benefit if such benefit is shown as applicable on the policy schedule. If the benefit is applicable, the following will apply:]

[If, while insured under this policy, an *insured person* sustains an *injury*:

- (a) while driving or riding in any *private automobile*; or
- (b) when struck by any motor vehicle ordinarily operated on public streets and highways

and such *injury* results in death within 365 days following the date of *injury*, we will pay an auto/pedestrian accidental death benefit. The auto/pedestrian accidental death benefit is shown on the policy schedule. This benefit is payable in addition to the accidental death benefit.]

## **BENEFICIARY PROVISION**

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If you die as the result of an *injury*, we will pay any accidental death benefits:

- (a) to your *beneficiary*; or
- (b) to your estate if no *beneficiary* is named or living.

If your *spouse* or a *dependent child* dies as the result of an *injury*, we will pay any accidental death benefits due:

- (a) to you, if you are living; otherwise,
- (b) to your estate.

You may change your *beneficiary* in accordance with the **Change of Beneficiary** provision.

## **DEPENDENTS PROVISIONS**

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

### **ELIGIBILITY**

Eligible dependents include:

- (a) your *spouse* who is under *age 80*;
- (b) any unmarried *dependent child* who is under age 19 (23 if a full-time student in an accredited college or university); and
- (c) any adopted child or any child placed with you for the purpose of legal adoption, who also qualifies as a *dependent child* under item (b).

### **NEWBORN CHILDREN AND ADOPTED CHILDREN**

Any child of yours born while this policy is in force will be automatically insured from birth for 90 days. Coverage for the newborn child will continue beyond the automatic coverage period without evidence of insurability if we receive a written or verbal request prior to the end of such period. You will need to pay any additional premium for *dependent child* coverage. Expiration of the automatic coverage period will not affect any claim incurred prior to the end of such period. Coverage will be subject to all provisions of this policy applicable to *dependent child* coverage.

Any child you adopt while this policy is in force will be automatically insured for 90 days. 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.

Coverage for the adopted child will continue beyond the automatic coverage period, without evidence of insurability, if you send us notice of the adoption and pay any required additional premium before the end of such period. Continuous coverage for the adopted 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 end in accordance with your policy's TERMINATION section.

## WHEN DEPENDENT CHILD INSURANCE ENDS

Coverage for a *dependent child* will end on the first of the following dates:

- (a) the first *policy renewal date* on or after the date he or she reaches age 21 (25 if a full-time student in an accredited college or university);
- (b) the date he or she gets married;
- (c) the date he or she meets any of the conditions of the TERMINATION section.

If we accept the additional dependent premium for this policy after the last *dependent child* reaches age 21 (25 if a full-time student in an accredited college or university) or after we receive 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 21 (25 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 upon you for support and maintenance, we will continue that child's coverage. 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 you send us satisfactory proof of such incapacity, we may terminate the child's coverage under this policy.

## SPOUSE CONVERSION PRIVILEGE

If your *spouse's* coverage ends due to a divorce and we are still offering this policy form for sale, we will issue your former *spouse* his or her own 50AD policy. Your former *spouse* must pay the premium for the new policy within 60 days after the date of divorce. If at the time your marriage ends we no longer offer this policy form for sale, this provision will not apply and your *spouse's* coverage will terminate on the date of divorce.

## SPOUSE CONTINUATION OF COVERAGE

*Spouse* coverage under this policy ends when your *spouse* reaches *age 80* and this policy is still in force. If this policy terminates because:

- (a) you reach *age 80*;
- (b) you die; or
- (c) you cancel coverage for yourself;

your *spouse* can continue this coverage if he or she is under *age 80*. To do so, your *spouse* must submit a request to become the policy's new *primary insured* and pay the required premium within 60 days after the *policy renewal date* which next follows the date your coverage ended.

## EXCLUSIONS

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

- (a) death that occurs while this policy is not in force;
- (b) death resulting directly or indirectly from disease or bodily infirmity;
- (c) death resulting from an act of declared or undeclared war;
- (d) death that occurs while serving in the armed forces;
- (e) death caused by intentionally self-inflicted *injury*, while sane or insane;
- (f) death caused by an *insured person's* suicide or attempted suicide, while sane or insane;
- (g) death resulting from an *insured person's* commission or attempted commission of a felony;
- (h) death resulting from an *insured person's* being intoxicated (as determined and defined by the laws of the jurisdiction in which the loss or cause of loss occurred; for the purposes of this exclusion, the laws governing the operation of motor vehicles while intoxicated will apply);
- (i) death resulting from an *insured person's* being under the influence of any controlled substance (except for narcotics given on the advice of a physician); or
- (j) death resulting from a moving vehicle accident occurring while an *insured person* is engaged in a contest of speed, organized or not.

## TERMINATION

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Your policy will end on the earliest of:

- (a) the date we receive your written or verbal request to cancel this 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;
- (c) the date you reach *age 80*, unless your eligible covered *spouse* submits a request to become the *primary insured*; or
- (d) the date you die, unless your eligible covered *spouse* submits a request to become the *primary insured*.

*Spouse* or *dependent child* coverage under your policy will end 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 date you and your *spouse* divorce;
- (c) the date your *spouse* reaches *age 80*;
- (d) the date *dependent child* coverage ends as described in the **When Dependent Child Insurance Ends** provision;
- (e) the date your coverage ends; or
- (f) the date your *spouse* or *dependent child* dies.

If we accept a premium after an *insured person* reaches *age 80*, coverage will continue for that person until the end of the period for which premium was accepted.

Termination of coverage will not affect any claim for benefits for an *injury* sustained 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.

## CLAIMS PROVISIONS

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### NOTICE OF CLAIM

Written notice of a claim must be given to us within 20 days after a covered loss occurs or 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

You must give us written proof of loss within 90 days after the onset of such loss. If it is not reasonably possible for you to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be given no later 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. In the event of your death, benefits will be paid to either your *beneficiary* or your estate, in accordance with the BENEFICIARY PROVISION section.

If any benefits are payable to your estate, to a minor or any person not legally able to give a valid release, we may pay up to \$1,000.00 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 the payment.

### TERM OF COVERAGE

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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

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### CONSIDERATION

In consideration of the application and the first premium you paid, we have put this policy in force as of the *policy date*. That date is shown on the policy schedule.

### ENTIRE CONTRACT AND CHANGES

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

- (a) the policy;
- (b) the attached 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 covered under this policy, only fraudulent misstatements in the application can be used to void the policy or deny any claim for loss incurred 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 *injuries* 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.

## **CHANGE OF BENEFICIARY**

Only you have the right to change the *beneficiary*. The *beneficiary's* consent is not required to change the *beneficiary*, surrender or assign this policy, or to make any other change in this policy.

To change a *beneficiary*, send us a written request. When we record and acknowledge that request, the change will be effective as of the date you signed the request. The change will not apply to any payments made or other action taken by us before recording.

## **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. If this policy would not have been available based on the correct date of birth, the *insured person* will have no coverage, and we will refund any premiums paid.

## **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 return all premiums paid, minus any claims paid, for the policy you cancel.

## **ILLEGAL OCCUPATION**

We will not pay benefits for any loss resulting from an *insured person* being engaged in an illegal occupation.

## **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.

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**POLICY SCHEDULE**

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<b>POLICY NUMBER</b> [50AD-000000-00M]	<b>POLICY DATE</b> [4-1-11]	<b>FIRST RENEWAL DATE</b> [4-1-12]
---	--------------------------------	---------------------------------------

<b>INITIAL PREMIUM</b> [\$0,000.00]	<b>RENEWAL PREMIUM</b> [\$0,000.00 **]	<b>PREMIUM MODE</b> [ANNUAL, SEMIANNUAL, QUARTERLY, MONTHLY]
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**POLICY BENEFIT**                      **SERIES** [23960]

ACCIDENTAL DEATH BENEFITS PAYABLE AS SHOWN BELOW

<b>PRIMARY INSURED</b>	[\$10,000-\$10,000,000]	<b>INSURED</b>
<b>SPOUSE</b>	[\$10,000-\$10,000,000]	[JAMES J. JONES]
<b>DEPENDENT CHILD</b>	[\$10,000-\$10,000,000]	[123 MAIN STREET] [ANYTOWN, AR 00000]

[COMMON CARRIER BENEFIT IS [0,1,2,3,4,ETC.] TIMES THE ABOVE AMOUNTS]  
[AUTO/PED BENEFIT IS [0%,10%,25%,50%,100%ETC.] OF THE ABOVE AMOUNTS]

THE PREMIUM INCLUDES AN	[INITIAL PREMIUM]
ANNUAL POLICY FEE OF [\$50]	[BROKER NAME] [456 BROADWAY] [ANYTOWN, AR 00000]

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**ADDITIONAL COVERAGES AND POLICY ADJUSTMENTS SHOWN BELOW**

(NOTE: INFORMATION MAY CONTINUE ON REVERSE-PLEASE READ)

\*\*Renewal Premium Subject To Change

BENEFICIARY - SEE POLICY

DEPENDENTS                              [NONE]

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

50AD-23960

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

**ACCIDENT-ONLY 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 50AD**

**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 COVERAGE** – Policies of this category are designed to provide coverage for certain losses resulting from a covered accident **ONLY**, subject to any limitations contained in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.

**ACCIDENTAL DEATH BENEFIT** – If, while insured under this policy, an *insured person* sustains an *injury* which results in death within 365 days following the date of the *injury*, we will pay the Accidental Death Benefit shown on the policy schedule.

**[COMMON CARRIER ACCIDENTAL DEATH BENEFIT]** – [Your policy may contain a common carrier accidental death benefit.] If, while insured under this policy, an *insured person* sustains an *injury* while riding as a fare-paying passenger on a *common carrier* which results in death within 365 days following the date of the *injury*, we will pay a common carrier accidental death benefit. The common carrier accidental death benefit is shown on the policy schedule. This benefit is payable in addition to the accidental death benefit.]

**[AUTO/PEDESTRIAN ACCIDENTAL DEATH BENEFIT]** – [Your policy may contain an auto/pedestrian accidental death benefit] If, while insured under this policy, an *insured person* sustains an *injury*:

- (a) while driving or riding in any *private automobile*; or
- (b) when struck by any motor vehicle ordinarily operated on public streets and highways

and such *injury* results in death within 365 days following the date of *injury*, we will pay an auto/pedestrian accidental death benefit. The auto/pedestrian accidental death benefit is shown on the policy schedule. This benefit is payable in addition to the accidental death benefit.]

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

- (a) death that occurs while this policy is not in force;
- (b) death resulting directly or indirectly from disease or bodily infirmity;
- (c) death resulting from an act of declared or undeclared war;
- (d) death that occurs while serving in the armed forces;
- (e) death caused by intentionally self-inflicted *injury*, while sane or insane;
- (f) death caused by an *insured person's* suicide or attempted suicide, while sane or insane;
- (g) death resulting from an *insured person's* commission or attempted commission of a felony;
- (h) death resulting from an *insured person's* being intoxicated (as determined and defined by the laws of the jurisdiction in which the loss or cause of loss occurred; for the purposes of this exclusion, the laws governing the operation of motor vehicles while intoxicated will apply);
- (i) death resulting from an *insured person's* being under the influence of any controlled substance (except for narcotics given on the advice of a physician); or
- (j) death resulting from a moving vehicle accident occurring while an *insured person* is engaged in a contest of speed, organized or not.

**GUARANTEED RENEWABLE TO AGE 80** – Your policy is guaranteed renewable until you reach *age 80*. This means you have the right to continue your policy until you reach *age 80*. Unless there has been a *material misrepresentation*, we cannot cancel your policy during that time 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 this form issued to persons of the same *class*. We will give you 30 days advance written notice before any premium change. Your premium will not increase during the first five years following the *policy date*.

Manager/Commission Code (Required Field for Brokerage)	District Sales Manager/Associate Marketer	Application Reviewed By

# MUTUAL OF OMAHA INSURANCE COMPANY

## Application for Accidental Death Insurance

Home Office Use Only



### SECTION A PRIMARY INSURED INFORMATION

Primary Insured's Legal Name \_\_\_\_\_

Legal Residence \_\_\_\_\_  
 Street City State Zip

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Gender  Male  Female Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Age \_\_\_\_\_ Telephone Number ( ) \_\_\_\_\_ - \_\_\_\_\_ E-mail \_\_\_\_\_

1 [Driver's License No. \_\_\_\_\_ State of Issue \_\_\_\_\_] [Occupation (list exact duties): \_\_\_\_\_]

Are all Proposed Insureds citizens of the United States?  Yes  No

3 If "No," do all Proposed Insureds have a Permanent Resident Card [(Form I-551)] Number(s)?  Yes  No

If "Yes," Card Numbers(s) \_\_\_\_\_ Date of Arrival in U.S. \_\_\_\_\_

### SECTION B INSURANCE APPLIED FOR

4 Accidental Death Insurance **Benefit Amount \$** \_\_\_\_\_.

5 [Benefits Include: [100%] increase for Common Carrier Accidents  
 [25%] increase for Motor Vehicle/Auto Pedestrian Accidents]

Type of Plan: (Select only one)

Individual

[  Family (Primary Insured plus one of the following:)]

[  Spouse only]

[  Spouse and children]

[  Children only]

[Riders:]

[  [Description] [Rider]

Modal Premium \$ \_\_\_\_\_.

Amount Collected \$ \_\_\_\_\_.

First Premium Payment:

Bank Service Plan (BSP)

Check

Credit Card

Subsequent Premium Payments:

BSP

Direct Bill

Credit Card

Payment Mode:

Monthly [BSP]

Quarterly

Semiannual

Annual

[(Monthly Direct Bill not available)]

### SECTION C FAMILY COVERAGE INFORMATION

Additional Person(s) to be Insured	Full Name	Age	Date of Birth			Gender	
			Month	Day	Year	M	F
[Spouse]							
[Child]							
[Child]							
[Child]							

IMPORTANT: Please fill in the information requested above for each additional person to be insured. If you need more space to list your dependents, list them on a separate sheet of paper.



SERFF Tracking Number: MUTM-127127565 State: Arkansas  
 Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 48546  
 Company Tracking Number: NEIL SANDHOEFNER  
 TOI: H03I Individual Health - Accidental Death & Dismemberment Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Product Name: Accidental Death Insurance Policy 50AD-23960  
 Project Name/Number: Accidental Death Insurance Policy/50AD-23960

## Rate Information

Rate data applies to filing.

Filing Method: SERFF  
 Rate Change Type: Neutral  
 Overall Percentage of Last Rate Revision: 0.000%  
 Effective Date of Last Rate Revision:  
 Filing Method of Last Filing: N/A

## Company Rate Information

Company Name:	Company Rate Change:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Mutual of Omaha Insurance Company	N/A	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking Number: MUTM-127127565 State: Arkansas  
 Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 48546  
 Company Tracking Number: NEIL SANDHOEFNER  
 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: Accidental Death Insurance Policy 50AD-23960  
 Project Name/Number: Accidental Death Insurance Policy/50AD-23960

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 04/20/2011	50AD Base Rates	50AD-23960	New		AD Actuarial Memo Rates Packet (Base only).pdf

Mutual of Omaha Insurance Company  
Omaha, Nebraska

50AD Base Rates  
Accidental Death Benefits

Accidental Death Benefits Policy		
Annual Rates per \$1000 of Base Benefit		
Issue Age	M	F
18-50	\$1.22	\$0.65
51-60	\$1.31	\$0.80
61-70	\$1.83	\$1.30

Children Premiums	
Annual Rates per \$1000 of Base Benefit	
Age	Rate
0-18	\$0.37

SERFF Tracking Number: MUTM-127127565 State: Arkansas  
 Filing Company: Mutual of Omaha Insurance Company State Tracking Number: 48546  
 Company Tracking Number: NEIL SANDHOEFNER  
 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Dismemberment  
 Product Name: Accidental Death Insurance Policy 50AD-23960  
 Project Name/Number: Accidental Death Insurance Policy/50AD-23960

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	04/20/2011
<b>Comments:</b>		
<b>Attachments:</b>		
AR Certif of Compliance with Rule 19 rev 06.24.2010.pdf		
AR Read Cert.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application	Approved-Closed	04/20/2011
<b>Bypass Reason:</b> Please see application MA5980-03 attached under the Forms Schedule tab.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Outline of Coverage	Approved-Closed	04/20/2011
<b>Bypass Reason:</b> Please see outline of coverage M27838 attached under the Form Schedule tab.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Memorandum of Variable Material	Approved-Closed	04/20/2011
<b>Comments:</b>		
<b>Attachment:</b>		
MA5980-03 Memo of Variability.pdf		

**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: Mutual of Omaha Insurance Company

Form Number(s): 50AD-23960, MA5980-03, M27838

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 and Ethics Officer

\_\_\_\_\_  
Title

April 20, 2011

\_\_\_\_\_  
Date

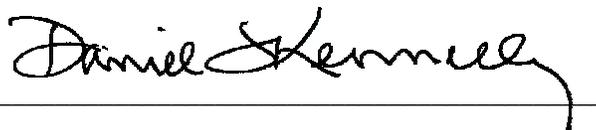
**CERTIFICATION**

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>
50AD-23960	Accidental Death Insurance Policy	50.1
M27838	Outline of Coverage	N/A
MA5980-03	Application for Accidental Death Insurance	N/A

\*This score was achieved by removing language or terminology entitled to be excepted by your state's readability regulation.

Date: April 20, 2011



Daniel J. Kennelly  
Vice President , Chief Compliance and Ethics Officer

**Memorandum of Variability**  
**Explanation of Variable Statements and Fields**  
**For Mutual of Omaha Insurance Company**  
**Application Form**  
**MA5980-03**

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.

<b>PAGE 1</b>	
<i>Variable Statements/Fields</i>	<i>How or When Used</i>
<b>1</b> [Driver's License Number]	May or may not print depending on marketing decision to capture motor vehicle records in the future.
<b>2</b> [Occupation (list exact duties): _____]	May or may not print depending on marketing decision to capture occupation records in the future.
<b>3</b> [(Form I-551)]	Variable to comply with future updates to federal form identification number.
<b>4</b> [Section <b>B</b> ] [ <b>C</b> ] [ <b>D</b> ] [ <b>E</b> ] [ <b>F</b> ]	Will print depending on marketing layout.
<b>5</b> INSURANCE APPLIED FOR SECTION	Within the block certain options are variable and will print depending on marketing and printing layout.  "Riders" may include any rider approved for sale with this AD policy.
<b>6</b> [FAMILY COVERAGE INFORMATION SECTION]	Will print depending on marketing layout.
<b>PAGE 2</b>	
<b>7</b> [Producer Section:]  [I conducted said interview in person <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No," please explain.) _____]	Will print depending on marketing layout.