



Personal Accident Insurance Plan

Certificate of Insurance

For

Duke University

This document is the Certificate Of Insurance for the Duke University Personal Accident Plan. It describes the benefit coverage, provisions, and exclusions. You may print this out for your information and records. The availability of this certificate does not in any way confirm that you have enrolled for this benefit plan. Determination of your enrollment and coverage can only be made by verification from Duke University Benefit Department records and payroll deduction records.

T66BA-50819



Eligibility: Class 1: All active full-time employees (working 20 hours or more per week) of the Policyholder, including those Duke University employees while serving in the Medical Unit for Life Flight, who are a U.S. citizen, lawful permanent resident (i.e. resident aliens) on U.S. payroll or a non-resident alien on U.S. payroll and their eligible dependents.

Class 2: All individuals on Policyholder approved leaves of absence for the following reasons: Long Term Disability, Medical and Personal Leave for up to one year and Sabbatical Leave for up to two years as long as the appropriate premiums are paid.

No eligible person may be covered more than once under this Policy. If they are covered as an Employee, they cannot also be covered as a dependent of another Employee.

Effective Date of Individual Insurance:

Each eligible person becomes an Insured Person on the later of:

- (a) Policy effective date; or
- (b) the first day of the month following the date the eligible Employee's completed enrollment form and payroll deduction authorization are received by the Policyholder.

SCHEDULE

Policyholder: Duke University
T66BA- 50819

Certificateholder (Insured): As Specified on the Enrollment Form on File

Certificate Number: As Specified on the Enrollment Form on File

Certificate Date: January 1, 2005 or As Specified on the Enrollment Form on File, whichever is later.

Amounts of Insurance: An eligible person may select the Principal Sum for which they are to be insured as follows:

From a minimum benefit of \$50,000.00* to a maximum benefit \$750,000.00** in \$10,000.00 increments

*Principal Sum amounts less than \$50,000.00, selected by employees prior to 01/01/05, will be grandfathered as covered amounts under this certificate.

**Principal Sum amounts over \$200,000.00 are subject to ten (10) times annual salary.

The Principal Sum Amount each Insured selects shall be the amount specified on the enrollment form on file with the Policyholder.

The eligible person may elect to purchase family coverage. If elected, the amount of Principal Sum for Dependents shall be as follows:

Spouse's Benefit	60% of Insured's Principal Sum
Each Child's Benefit	20% of Insured's Principal Sum

Note: Spouse and/or All Children coverage cannot be purchased on a "stand alone" basis, i.e., Employee participation is also required.

Accidental Death/Specific Loss Benefits for any Insured age 70 and over shall be payable in accordance with the following schedule:

Age 70 through 74	82.5% of the original Principal Sum Benefit Amount
Age 75 through 79	57.5% of the original Principal Sum Benefit Amount
Age 80 through 84	37.5% of the original Principal Sum Benefit Amount
Age 85 and over	20% of the original Principal Sum Benefit Amount

Insured's beneficiary: As Specified on the Enrollment Form on File

Premiums: The monthly premium for each \$10,000.00 unit of Principal Sum shall be:

Employee Only	\$0.27
Employee & Family	\$0.47

Rider(s), if any

Permanent Total Disability Benefit – Employee Only

Benefit Amount
Loss Period

Seat Belt Usage Benefits

Benefit Amount

Education Benefits Rider

Dependent Child Benefit
Maximum Benefit
Beneficiary Benefit

Surviving Spouse Training Benefit

Maximum Benefit
Loss Period

Common Accident Benefit Increase

Spouse's Benefit

Benefit Amount(s), if any

Rider 6835M

100% of Principal Sum as a lump sum
Within 365 days from date of accident and continuing for 12 months

Rider 8472M

\$25,000.00

Rider 6801M

5% of the Insured's Principal Sum
\$10,000.00 per Child per Year for 4 years.
\$5,000.00

Rider 8187M

5% of the Insured's Principal Sum
54 Months

Rider 6800M

100% of Employee's Principal Sum

HIV Occupational Accident Benefit

Monthly Benefit Amount

Loss Period

Benefit Period

Rider 0LA0M REV-31

1% of Employee's Principal Sum;
maximum of \$5,000.00

12 months

24 months

Premium Waiver

Benefit Period

Rider 0605M

12 Months

Continuation of Medical Coverage Benefit

Benefit Amount

Benefit Period

Rider 0KM3M REV-31

3% of Employee's Principal Sum up to \$3,000.00 per year

3 years

The following riders are attached to and made a part of this policy:

Domestic Partners Eligibility Rider

0GT8M-31

Exposure and Disappearance Amendment Rider

870MS-EZ

Conversion Amendment Rider

6806M

Dependent Children Amendment Rider

2401M

Proof of Loss Amendment Rider

0KT3M

North Carolina Guaranty Association Act

M20111

Certificate Adjustment Rider

1694M-NN

- Amend "Eligibility" and "Termination of Coverage" sections of Family Member Provisions.
- Amend Exceptions and Limitations (f).
- Amend "Notice of Claim" section of Claims Provisions
- Addition of Beneficiary Benefit in Education Benefit Rider 6801M
- Expand acceptable higher learning institutes within Education Benefit Rider 6801M and Surviving Spouse Training Benefits Rider 8187M
- Amend Exposure and Disappearance Amendment Rider 870MS-EZ

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This certificate is issued to the Insured (called "you" or "your") named in the attached Schedule under a Group Master Policy (called "the policy") issued by Mutual of Omaha (called "we", "us" or "our") to the Policyholder. The Policyholder is named in the Schedule.

Your application and premium put this certificate in force as of the Certificate Date. That date is shown in the Schedule.

PLEASE READ YOUR CERTIFICATE

Please read your certificate. If you are not satisfied, send it back within 15 days after you receive it. Any premium you paid will be refunded. That will mean coverage was never in force.

RENEWAL AGREEMENT

As long as the policy remains in force and you remain eligible, we will renew your certificate upon receipt of the premium. The premium must be paid on or before the date it is due or during the 31-day grace period that follows. This certificate stays in force during the grace period.

PREMIUM CHANGE

Other than for a change in coverage, your premium cannot be changed unless the same change is made on all certificates of the same Form issued to persons of the same class. We will give you at least 60 days' advance written notice.

DEFINITIONS

"Dependent" means a person eligible and insured in accord with the Family Member Provisions. Only those for whom a Principal Sum is shown in the Schedule will be insured, even though this certificate refers to others.

"Injuries" means accidental bodily injuries received while insured under this certificate. They must result in covered loss independently of sickness and other causes.

"Principal Sum" means a benefit amount payable for certain covered losses. The Principal Sum applicable to you or a dependent is shown in the Schedule.

EXCEPTIONS AND LIMITATIONS

This certificate does not cover:

- (a) suicide or any attempt thereat while sane or insane;
- (b) loss caused by act of declared or undeclared war;
- (c) injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- (d) injuries received while traveling by air (except as provided under the Air Travel Coverage section);

**CERTIFICATE OF ACCIDENT INSURANCE
YOUR INSURANCE MAY BE TERMINATED BY THE COMPANY.
PLEASE READ THE TERMINATION OF INSURANCE SECTION OF THIS CERTIFICATE.
THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT.
If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare
available from the company.**

- (e) injuries received because the insured person was under the influence of any controlled substance unless administered on the advice of a physician;
- (f) injuries received because the insured person was intoxicated.

BENEFITS FOR SPECIFIC LOSS

When you or a dependent suffers any of the following specific losses because of injuries within 12 months from the date of the accident, we will pay for loss of:

Life	Principal Sum
Both Hands or Both Feet or Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and One Eye or One Foot and One Eye	Principal Sum
Speech and Hearing	Principal Sum
One Hand or One Foot or One Eye	One-half Principal Sum
Speech or Hearing	One-half Principal Sum
Thumb and Index Finger of Same Hand	One-quarter Principal Sum

Loss of hand or hands, or foot or feet, means actual severance at or above the wrist joint or ankle joint, respectively. Loss of eye or eyes, speech or hearing, means the total, uncorrectable and irrecoverable loss of the entire sight, speech or hearing, respectively.

In the event you or a dependent suffers more than one of the above losses as a result of the same accident, only one of the amounts specified (the largest applicable) will be paid for all such losses. The amounts for loss of: (a) two limbs; (b) two eyes; and (c) one limb and one eye will be payable only when such double loss occurs as the result of the same accident.

AIR TRAVEL COVERAGE

You or a dependent is covered for injuries received while traveling as a passenger (not as a pilot or member of a crew) and getting on or off:

- (a) any licensed U.S. civil aircraft or its foreign equivalent:
 - (1) operated by a person holding a valid and in-force pilot certificate (other than a student certificate) of a rating authorizing him or her to operate it;
 - (2) where the primary purpose of the flight is transporting passengers or passengers and cargo;
- (b) any transport-type, multiengine fixed-wing aircraft operated by:
 - (1) the Military Airlift Command (MAC) of the United States;
 - (2) the Department of National Defence (Canada);
 - (3) the Royal Air Force Air Transport Command of Great Britain; or
- (c) any aircraft of the United States Department of Defense, other than a single-engine jet:
 - (1) operated by a pilot with proper authorization;
 - (2) where the primary purpose of the flight is transporting passengers or passengers and cargo.

FAMILY MEMBER PROVISIONS

1. **Eligibility:** Coverage is provided for your eligible family members only if you apply for coverage for them and pay the required premium. Family members eligible for coverage include your lawful spouse and dependent, unmarried children of yours and/or your spouse who are under age 19 years (23 years if enrolled as a full-time student in an accredited college or university). Your eligible children shall include any legally adopted children and foster children provided they are dependent on you for support and maintenance. Family members eligible but not covered on the Certificate Date may be covered upon acceptance, by us, of your written application and payment of any required additional premium.

2. **Newborn Children:** Any child of yours and/or your spouse born while this certificate is in force will be included automatically as a covered dependent child under this certificate until the first day of the second month following birth. Coverage for such newborn child will continue in effect thereafter, without evidence of insurability, if dependent child coverage is in effect or

upon receipt by us of your written request for dependent child coverage and payment of the required additional premium prior to the end of the automatic coverage period. Coverage will be subject to all provisions of this certificate applicable to dependent child coverage.

3. **Termination of Coverage:** Coverage for each dependent child will terminate on the renewal date following his or her 19th birthday (23rd birthday if enrolled as a full-time student at an accredited college or university) or marriage, whichever is first.

If a dependent child, on the termination date, is incapable of self-sustaining employment by reason of mental retardation or physical handicap and is dependent upon you for support and maintenance and if satisfactory proof of incapacity is submitted to us within 31 days of termination, the coverage for such child shall continue while this certificate is in force and so long as such incapacity continues and the applicable premium is paid.

You should notify us in writing when or if an insured spouse and/or your last child is no longer eligible for coverage. If we accept a premium for spouse or child after we get your written notice, the insurance for them will continue until the end of the period for which the premium is paid. If you do not give us notice, we will refund the premium we accept for family members coverage after they are no longer eligible.

CLAIMS PROVISIONS

Notice of Claim: You must give us written notice of claim within 20 days after a loss occurs and starts, or as soon as is reasonably possible. You may give the notice or have someone do it for you. The notice should give your name and certificate number as shown on the Schedule. Notice should be mailed to us at Omaha, Nebraska, or to any of our agents.

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

Proof of Loss: For a loss for which this certificate provides periodic payment, you must give us written proof of loss within 90 days after the end of the period for which we are liable. For other losses, written proof must be given within 90 days after the date of the loss. If you cannot give us proof within the time required, it may be given as soon as is reasonably possible. It must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Payment of Claims: If your certificate provides loss of time coverage, we will make periodic payment for loss of time for which benefits accrue during the period of more than one month. Subject to written proof of loss, all accrued benefits for such loss of time will be paid at the end of each month. Any balance unpaid when our liability for such loss of time ends will be paid as soon as we receive proof of loss. All other benefits will be paid as soon as we receive proof of loss.

All benefits will be paid to you, your beneficiary or your estate.

Benefits for loss of life will be paid to your beneficiary (your estate if no beneficiary is named). Other benefits unpaid at your death will be paid, at our option, to your estate or your beneficiary.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000.00 to any relative of yours who we find entitled to the payment. Payment made in good faith shall fully discharge us to the extent of the payment.

GENERAL PROVISIONS

Term of Coverage: Your coverage starts on the Certificate Date at 12:01 a.m., Standard Time where you live. It ends at 12:01 a.m., the same Standard Time, on the First Renewal Date. Each time you renew your certificate by paying the premium within the 31-day grace period, the new term begins when the old term ends.

Premiums and Payment of Premiums: The premiums for the coverage provided under this certificate are shown in the Schedule. The first premium for each person who is to be insured is due with the person's application. A renewal premium must be paid before the end of the preceding term of insurance. All premiums and applications will be submitted to us, or to our authorized agent.

Grace Period: Your premium must be paid on or before the date it is due or during the 31-day grace period that follows. This certificate stays in force during the grace period. You always have your grace period unless we write and tell you it does not apply.

Reinstatement: Your certificate will lapse if you do not pay the premium before the end of the grace period. Your insurance will be reinstated if we accept a premium after this certificate has lapsed. The reinstated certificate only covers loss due to an injury that is received after the date of reinstatement.

Other Insurance with Us: A person may be insured under only one certificate of this Form at any one time. If a person is insured under more than one, the certificateholder may select the one that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. We will return all premiums paid (less claims paid) for certificates that do not remain in effect.

Termination: Unless otherwise shown in the Schedule or attached rider(s), your insurance will end on the first of the following dates:

- (a) The date you cease to be eligible;
- (b) The date any premium is due and unpaid, subject to the grace period; or
- (c) The date the policy terminates.

Change: Any change in coverage will become effective on the renewal date of this certificate which next follows acceptance of the change by you and us.

If there is a change in the amount or type of benefits provided to you under this certificate, such change shall apply only to loss due to an injury that is received on or after the effective date of change.

Change of Beneficiary; Assignment: Only you have the right to change the beneficiary. This right is yours unless you make a beneficiary designation that may not be changed. Consent of the beneficiary is not required to make any change in this certificate. Also, no such consent is required for surrender or assignment of this certificate.

Physical Examinations and Autopsy: We, at our expense, may have a covered person examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done (at our expense) where it is not forbidden by law.

Legal Actions: You can't bring a legal action to recover under your certificate for at least 60 days after you have given us written proof of loss. You can't start such an action more than three years after the date proof of loss is required.

Conformity with State Statues: The provisions of this certificate must conform with the laws of the state in which the Master Policy is issued. If any do not, they are hereby amended to conform.

MUTUAL OF OMAHA INSURANCE COMPANY



Corporate Secretary



PERMANENT TOTAL DISABILITY BENEFIT RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown) \$

This rider applies to you only. Any dependent(s), if covered under the certificate, is (are) excluded.

DEFINITIONS

"Injuries," as used in this rider, means accidental bodily injuries which are received by you while insured under this rider and result in permanent total disability independently of sickness and all other causes.

"Total Disability," as used in this rider, means that period during which you receive medical treatment and are unable to engage in any gainful work or service which you are reasonably qualified by education, training or experience.

"Medical Treatment" means regular attendance by a legally qualified physician other than yourself.

BENEFITS

If injuries result in your total disability which begins within 365 days from the date of the accident and continues for 12 consecutive months, and if it can be then shown with documented medical evidence such total disability will be permanent, we will pay the principal sum shown in the Schedule, less any amount paid or payable under the Benefits for Specific Loss section of the certificate because of loss suffered by you as a result of the same accident.

TERMINATION OF COVERAGE

Your insurance under this rider shall end on whichever of the following dates occurs first:

- (a) Your 70th birthday;
- (b) The date you cease to be engaged on a full-time basis in a gainful work or service, except when you cease to be so engaged because of temporary disability; or
- (c) The date your coverage terminates for any reason stated in the Termination provision of the certificate.

MUTUAL OF OMAHA INSURANCE COMPANY

Michael Huss

Corporate Secretary



SEAT BELT USAGE BENEFITS RIDER

This rider is made a part of the policy or certificate to which it is attached and is subject to all provisions of the policy or certificate which are not in conflict with the provisions of this rider.

Rider Date (same as the Policy Date or the Certificate Date if no date is shown)
Rider Premium (included in the premium shown in the policy or certificate if no amount is shown) \$

DEFINITIONS

"Injuries", as used in this rider, means accidental bodily injuries which are received by the Insured or a covered dependent while insured under this rider and which result in loss of life independently of sickness and all other causes.

"Seat Belt" means any factory-installed passive restraint device or any child passive restraint device which meets published federal safety standards.

BENEFITS

When the Insured or a covered dependent receives injuries covered by the policy which result in loss of life, the Company will pay \$25,000; if at the time of the accident the Insured or covered dependent was: (a) the operator of or a passenger in a private passenger automobile; and (b) utilizing a seat belt. Seat belt usage must be verified by a doctor, a coroner or a traffic officer, or other person of competent authority. This benefit will be payable in addition to any benefits otherwise payable under the policy.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



EDUCATION BENEFITS RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown) \$

DEFINITIONS

The definitions in the certificate apply to this rider. In applying them, the word "rider" is substituted for the word "certificate".

BENEFIT

If a dependent child is enrolled in and attending either the 12th grade or an accredited college or university on the date of a covered accident which results in your death, we will pay benefits in the amount of 5% of the Principal Sum then applicable to you for each year of full-time uninterrupted college or university attendance subsequently completed by the child, subject to the following:

- (a) Benefits may not exceed \$10,000 annually nor a maximum of four annual payments.
- (b) Benefits are payable only for each of the four consecutive years next following the date the dependent child graduated from the 12th grade.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



SURVIVING SPOUSE TRAINING BENEFITS RIDER

This rider is made a part of the certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All certificate provisions not in conflict with this rider apply to this rider.

DEFINITIONS

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate". In addition, the following definition applies to this rider.

"Licensed Professional or Trade School Training Program" means a certificate or degree program of a professional or trade school.

BENEFITS

In an Insured who has family coverage suffers loss of life in a covered accident, we will pay the surviving spouse within 54 months following the date of the accident, the expense incurred by the spouse not to exceed 5% of the Insured's principal sum amount. This benefit is payable for any licensed professional or trade school training program provided the spouse has:

- (a) enrolled for the purpose of obtaining an independent source of support and maintenance;
- (b) successfully completed the program; and
- (c) received a certificate or degree upon completion.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



COMMON ACCIDENT BENEFIT INCREASE RIDER

This rider is made a part of the policy/certificate to which it is attached. It is issued in consideration of the payment of the Rider Premium. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as the Policy Date if no date is shown)

For certificates (same as the Certificate Date if no date is shown)

Rider Premium (as shown in the Schedule if no amount is shown) \$

DEFINITIONS

The definitions in the certificate apply to this rider. In applying them the word "rider" is substituted for the word "certificate".

BENEFIT

In the event both you and your dependent spouse die due to injuries resulting from the same accident, your spouse's Principal Sum will be 100% of your Principal Sum.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



HIV OCCUPATIONAL ACCIDENT BENEFIT RIDER

This rider applies to the class or classes of Insured persons specified in the Schedule or Plan of Insurance.

This rider is made a part of your policy or certificate to which it is attached. It is subject to all parts of your policy or certificate not in conflict with this rider. In the event of a conflict between this rider and any other provision of the policy or certificate, this rider shall control.

Rider Date (same as the policy or certificate effective date if no date is shown)

Rider Premium (included in premium shown in the policy or certificate if no amount shown) \$

DEFINITION

Physician means a person, other than the Insured or a member of the Insured's 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.

BENEFITS

If the Insured suffers Injuries due to a covered accident while performing his or her duties causing him or her to acquire and test positive for Human Immunodeficiency Virus (HIV) and/or AIDS Related Complex (ARC), within one year of the covered accident, We will pay the Benefit Amount shown on the Schedule or Plan of Insurance. The Benefit Amount will be payable in equal monthly installments for the number of months shown on the Schedule or Plan of Insurance. Benefits will terminate at the end of the month in which the Insured dies or the date on which We have paid the Benefit Amount, whichever occurs first.

CONDITIONS

In order to receive this benefit:

- (a) The Insured must submit a workers compensation injury report to his or her employer within 48 hours of the accident. If the employer does not have workers compensation insurance, the Insured must complete an accident report on a form that we will provide. The completed accident report must be approved by the policyholder within 48 hours of the accident and must be submitted to us within 365 days of the accident;
- (b) A Physician or registered nurse must submit the results of the Insured's initial blood test for HIV and ARC within 48 hours of the accident; and
- (c) The results of that initial test must be negative.

NON-DUPLICATION OF BENEFITS

No benefits are payable under this rider for that portion of expense for which benefits are payable under the policy or certificate or another rider attached to it. If benefits are payable under more than one provision, then benefits will be provided only under the provision providing the greater benefit.

MUTUAL OF OMAHA INSURANCE COMPANY


Corporate Secretary



PREMIUM WAIVER RIDER

This rider is made a part of the policy or certificate to which it is attached. It is subject to all provisions of the policy or certificate which are not in conflict with this rider.

Rider Date (same as the Policy or Certificate Date if no date is shown)
Rider Premium (included in the premium shown in the policy or certificate
if no amount is shown) \$.

The policy or certificate is amended by adding the following to the General Provision called Dependent Insurance.

If the Insured, due to a covered injury, suffers loss of life, the insurance of any dependent insured hereunder will continue without premium payment until whichever of the following occurs first:

- (a) The date the spouse remarries;
- (b) The date the insurance terminates;
- (c) The date an unmarried dependent child ceases to be eligible due to age or marriage; or
- (d) The date the Benefit Period ends. The Benefit Period is shown below.

Benefit Period 12 months beginning on the date of the Insured's death.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



CONTINUATION OF MEDICAL COVERAGE BENEFIT

This rider applies to the class or classes of Insured persons specified in the Schedule or Plan of Insurance.

This rider is made a part of your policy or certificate to which it is attached. It is subject to all parts of your policy or certificate not in conflict with this rider. In the event of a conflict between this rider and any other provision of the policy or certificate, this rider shall control.

Rider Date (same as the policy or certificate effective date if no date is shown)

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

BENEFIT

If the Insured's surviving dependent spouse and/or child elect to continue medical coverage under the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) or any applicable state continuation law, We will pay the Annual Benefit Amount shown on the Schedule or Plan of Insurance for insurance premiums in annual installments. This benefit is subject to the Maximum Benefit Amount shown on the Schedule or Plan of Insurance.

CONDITIONS

In order to receive this benefit:

- (a) loss of life benefits must be payable under this policy as the result of a covered Injury to an Insured;
- (b) the surviving dependent spouse and/or child must be insured under the medical coverage on the date of the covered accident;
- (c) We must be notified of the eligibility for continued coverage of the dependent spouse or child within 180 days of the Insured's death; and
- (d) We must receive the request for reimbursement and valid proof that the Insured's dependent spouse and/or child has elected to continue medical coverage within 180 days after the premium is due for coverage renewing after the Insured's death.

NON-DUPLICATION OF BENEFITS

No benefits are payable under this rider for that portion of expense for which benefits are payable under the policy or certificate or another rider attached to it. If benefits are payable under more than one provision, then benefits will be provided only under the provision providing the greater benefit.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



DOMESTIC PARTNERS ELIGIBILITY RIDER

This rider is made a part of the policy or certificate to which it is attached. It is subject to all the terms of the policy or certificate which are not in conflict with this rider.

Rider Date (same as the Policy Date or Certificate Date if no date is shown)
Rider Premium (included in the policy or certificate premium if no amount shown)

DEFINITIONS

The following is added to the definition of dependents as specified in the policy or certificate.

- (1) the Insured's same sex or opposite sex domestic partner, for whom an enrollment form and premium have been received by the policyholder or us, provided they are living together and a written declaration of domestic partnership acceptable to us, and submitted at the time of enrollment, has been completed and/or any applicable requirements of the state, city and/or country in which they reside regarding domestic partnership have been met; and
- (2) the Insured's domestic partner's child under the age of 19 years who is qualified and claimed as an IRS-defined dependent by the domestic partner.

Child can include an Insured's and/or domestic partner's stepchild, foster child, legally adopted child, a child of adoptive parents pending adoption proceedings, and natural child residing with the Insured or domestic partner and who chiefly depends on the Insured and/or domestic partner for his full support.

The following definition is added:

"Living Together" means that both parties share a place to live.

NEWBORN, ADOPTED AND FOSTER CHILDREN

For Foster Children, benefits, if any, will be paid to the same extent as for newborn infants and eligible for coverage on the same basis upon placement in the foster home.

An adopted child who is under age 18 is automatically covered on the date of adoption or placement for adoption. Benefits, if any, will be paid to the same extent as for natural children. Coverage is effective upon placement with the domestic partner, irrespective of whether the adoption has become final. Coverage cannot be restricted solely on the basis of any pre-existing condition if the adoption or placement occurs while the parent is eligible for coverage.

A domestic partner's child who is born or adopted while this policy is in force will be insured during the period of automatic coverage. Such child will not be subject to any waiting or elimination period. The period of automatic coverage for a newborn child will be from birth until:

- (a) the 31st day following birth; or
- (b) the first day of the second month following birth, whichever is longer.

The period of automatic coverage for an adoptive child is from the date of placement for adoption until:

- (a) such placement is terminated prior to legal adoption; or
- (b) the first day of the second month following placement, whichever is longer.

Benefits are payable during the period of automatic coverage for medically diagnosed congenital defects and birth abnormalities. Such benefits are not payable if this policy provides benefits for accident only or specified disease, unless the defect or abnormality is caused by an accident or is a specified disease covered by this policy.

Benefits are payable during the period of automatic coverage for inpatient or outpatient expenses arising from medical and dental treatment (including orthodontic and oral surgery) involved in the management of birth defects known as cleft lip and cleft palate.

The coverage for the newborn or adoptive child will continue in effect after the period of automatic coverage, without evidence of insurability, upon our receipt of your written request and payment of any required premium prior to the expiration of the period of automatic coverage. However, if no additional premium is required, written notification is not required and coverage will continue in effect after the period of automatic coverage.

Benefits are not payable for the care and treatment of a newborn well baby following full-term or premature birth.

TERMINATION OF DEPENDENT COVERAGE

The following is added to the section of the policy or certificate concerning termination of coverage.

Additionally, coverage will end:

- (a) for the domestic partner,
 - (1) the day the Insured or domestic partner sends the other a notice for ending the domestic partnership;
 - (2) the day the Insured or domestic partner gets married to another person;
 - (3) the day the Insured and domestic partner stop living together.

- (b) for a child of the domestic partner, on the first premium due date following the first to occur of:
 - (1) the date of the child's marriage;
 - (2) the child's 19th birthday, if the child is then incapable of self-sustaining employment due to mental or physical handicap, the date the incapacity ends. Proof of the incapacity and dependency must be furnished to us by the Insured within 31 days after insurance would terminate because of age and as often as we may subsequently request but not more often than once a year;
 - (3) the date the domestic partner no longer qualifies as a dependent.

NOTE: The Insured must notify us within 30 days if there is any change in the status between the Insured and domestic partner as domestic partners. A signed statement of termination of domestic partnership will be required.

In the event a domestic partnership is terminated for reasons other than death of a domestic partner, the Insured cannot enroll for coverage for a new domestic partner for a period of 12 months.

Termination will not prejudice any claim for a charge that is incurred prior to the date coverage ends.

MUTUAL OF OMAHA INSURANCE COMPANY



Corporate Secretary



AMENDMENT RIDER

This rider is made a part of the policy or certificate to which it is attached. It is subject to all provisions of such policy or such certificate that are not in conflict with the provisions of this rider.

Rider Date: For the policy (same as Policy Date if no date is shown)
For certificates (same as Certificate Date if no date is shown)

The following provision is hereby made a part of the policy:

EXPOSURE AND DISAPPEARANCE DUE TO AIR TRAVEL ACCIDENTS

If an insured person is exposed to the elements because of an accident resulting in the disappearance, sinking or damaging of an air conveyance on which such person is covered by this policy and in which the insured person was riding, and if as a result of such exposure the insured person suffers a loss for which benefits are otherwise payable hereunder, such loss will be covered under this policy.

If an insured person disappears because of an accident which results in the disappearance or sinking of an air conveyance on which such person is covered by this policy and in which such insured person was riding, and if the body of the insured person has not been found within 52 weeks after the date of such accident, it will be presumed, subject to no evidence to the contrary, that the insured person suffered loss of life as a result of injuries covered by this policy.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



CONVERSION PRIVILEGE RIDER

This rider is made a part of the policy/certificate to which it is attached. All policy/certificate provisions not in conflict with this rider apply to this rider.

Rider Date:

For the policy (same as Policy Date if no date is shown)

For certificates (same as Certificate Date if no date is shown)

Conversion coverage is available to you and a dependent in the event the insurance provided by the certificate should end because your eligibility ends. You must send us a written application for conversion coverage and the initial premium within 31 days after your coverage under the policy ends. The conversion coverage will be issued in accord with: (a) our rules; and (b) the conversion law in effect when application is made.

The effective date of the conversion coverage is: (a) the date the insurance provided by the certificate ends; or (b) the date we receive your application for the conversion coverage, whichever is later.

The conversion coverage: (a) shall provide indemnity for specific loss in an amount not to exceed the Principal Sum applicable to you or a dependent under the certificate; and (b) may be substantially different from the certificate.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



DEPENDENT CHILDREN AMENDMENT RIDER

This rider is made a part of the policy or certificate to which it is attached. It is subject to all provisions of the policy or certificate which are not in conflict with this rider.

Rider Date (Sept. 1, 1991, or the Policy or Certificate Date, whichever is later)

AMENDMENT

The dependents Eligibility provision contained in your policy or certificate is amended.

Any child you have adopted is an eligible dependent.

The Newborn Children provision contained in your policy or certificate is deleted. The following provision is added.

Newborn and Adopted Children: Your children who are born or adopted while this policy or certificate is in force will be insured during the period of automatic coverage. Such child will not be subject to any waiting or elimination period. The period of automatic coverage for a newborn child will be from birth until: (a) the 31st day following birth; or (b) the first day of the second month following birth, whichever is longer. The period of automatic coverage for an adoptive child is from the date of the physical placement for adoption until: (1) such placement is disrupted and the child is removed prior to legal adoption; or (2) the first day of the second month following placement, whichever is longer.

If this policy or certificate provides benefits for sickness only, or sickness and accident, benefits are payable during the period of automatic coverage for medically diagnosed congenital defects and birth abnormalities. Such benefits are not payable if this policy or certificate provides benefits for accident only or specified disease, unless the defect or abnormality is caused by an accident or is a specified disease covered by this policy or certificate.

If this policy or certificate provides expense-incurred benefits, benefits are payable during the period of automatic coverage for inpatient or outpatient expenses arising from medical and dental treatment (including orthodontic and oral surgery) involved in the management of birth defects known as cleft lip and cleft palate.

The coverage for such newborn or adoptive child will continue in effect after the period of automatic coverage, without evidence of insurability, upon our receipt of your written request and payment of any required premium prior to the expiration of the period of automatic coverage.

Benefits are not payable for the care and treatment of a newborn well baby following full-term or premature birth.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



PROOF OF LOSS AMENDMENT RIDER

This rider is made a part of your policy or certificate to which it is attached. It is subject to all parts of your policy or certificate not in conflict with this rider. In the event of a conflict between this rider and any other provision of the policy or certificate, this rider shall control.

Rider Date (July 1, 2001 or the Policy Date or Certificate Date, whichever is later)

AMENDMENT

The proof of loss language contained in your policy or certificate is amended as follows:

The time in which an insured has to notify us for proof of loss is changed from 90 days to 180 days.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary

NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA
LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may or may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is **NOT** provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association
Post Office Box 10218
Raleigh, North Carolina 27605

North Carolina Department of Insurance, Consumer Division
Post Office Box 26387
Raleigh, North Carolina 27611

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the next page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a health or life insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are covered.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one individual, the Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. For any one group holder of an unallocated annuity contract, the Association will pay a maximum of \$5,000.



CERTIFICATE ADJUSTMENT RIDER

This rider is made a part of the certificate to which it is attached and is subject to all provisions of the certificate which are not in conflict with the provisions of this rider.

The effective date of this rider is the same as the Certificate Date.

The certificate to which this rider is attached is hereby amended as follows:

1. Within the section of the certificate entitled **"FAMILY MEMBER PROVISIONS,"** item 1 entitled **"Eligibility"** is amended to read as follows: "Coverage is provided for your eligible family members only if you apply for coverage for them and pay the required premium. Family members eligible include your lawful spouse and dependent, unmarried children of yours and/or spouse who are under age 19 years (**26 years** if enrolled as a full-time student in an accredited college or university)..."
2. Within the section of the certificate entitled **"FAMILY MEMBER PROVISIONS,"** the second line of item 3 entitled **"Termination of Coverage"** is deleted in its entirety and replaced by the following:

"... her 19th birthday (**26th birthday** if enrolled as a full-time student at an accredited college or university) or marriage ..."
3. Exclusion (f) within the **EXCEPTIONS AND LIMITATIONS section** is only applicable while driving a motor vehicle.
4. Within the section of the certificate entitled **"CLAIMS PROVISIONS,"** the first sentence of the sub-section entitled **"Notice of Claim"** is amended to read as follows:

"You must give us written notice of claim within **90 days** after a loss occurs or starts, or as soon as is reasonable possible."
5. Within rider **6801M** entitled **"EDUCATION BENEFITS RIDER,"** the following paragraph is added to the **"BENEFITS"** section:

"If, on the date of such covered accident, Dependent Children are insured under the Policy or certificate but none qualify for Education Benefits, a benefit of \$5,000 is payable to your designated beneficiary."
6. Within rider **6801M** entitled **"EDUCATION BENEFITS RIDER,"** and rider **8187M** entitled **"SURVIVING SPOUSE TRAINING BENEFITS RIDER"** the benefit will be payable while enrolled in a college, university, licensed professional or trade school.
7. The **"EXPOSURE AND DISAPPEARANCE DUE TO AIR TRAVEL ACCIDENTS"** Amendment Rider **870MS-EZ** is amended. Exposure and Disappearance coverage is available for all accidents that are covered under the policy, subject to all other provisions in the policy and any attached forms. The term "air" is deleted from the reference to "air conveyance". The phrase "Due to Air Travel Accidents" is also deleted.

MUTUAL OF OMAHA INSURANCE COMPANY

Duke University (NC)
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Corporate Secretary