
**YOUR GROUP VOLUNTARY
LONG-TERM DISABILITY
BENEFITS**

Western Reserve Care System/ SEI Local 1199

Effective June 1, 2005

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175

CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll Free: 1-800-877-5176

When contacting the Company please have your policy number available. Your policy number is GUPR-239C.

BENEFITS SUMMARY

Western Reserve Care System/ SEI Local 1199

GUPR-239C

Effective: June 1, 2005

This Benefits Summary provides a brief description of some of the features and benefits of Your group Long-Term Disability Plan. This summary is not a contract. For a complete description of the benefits, covered services and exclusions and limitations of the services, refer to the appropriate section of the Certificate.

Who is Covered:All eligible participating employees

Minimum Work Hours Required:.....20 hours each week

Eligibility Waiting Period:None

Elimination Period:.....90 calendar days

Monthly Benefits:60% of Your Basic Monthly Earnings
up to a maximum benefit
of \$5,000 per month.

Please note: Your payments may be reduced by Other Income Benefits.

Minimum Monthly Benefit:\$100

Pre-existing Conditions:Yes

Maximum Benefit Period.....If disability begins prior to age 62, benefits are payable to
1.) age 65 or 2.) Your Social Security Normal Retirement
Age. At age 62, the benefit period will be based on a
reducing benefit period duration schedule.

Table of Contents

The key sections of your booklet
appear in the following order.

	Page
CERTIFICATE OF INSURANCE	1
LONG-TERM DISABILITY DEFINITIONS	2
EMPLOYEE ELIGIBILITY	6
RIDER	
FAMILY AND MEDICAL LEAVE	
as Federally Mandated	10
SCHEDULE.....	12
LONG-TERM DISABILITY BENEFITS	18
VOCATIONAL REHABILITATION PROVISION	20
LONG-TERM DISABILITY CONVERSION.....	22
PAYMENT OF CLAIMS.....	23
DISABILITY CLAIM REVIEW PROCEDURES	
(As Federally Mandated).....	25
APPEAL RIGHTS	
(Disability)	
(As Federally Mandated).....	27
STANDARD PROVISIONS	29

CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GUPR-239C (policy) has been issued to Western Reserve Care System/ SEI Local 1199 (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

LONG-TERM DISABILITY DEFINITIONS

When used in the Policy or Your Certificate:

Appropriate Care and Treatment means medical care and treatment that meet all of the following:

- (a) It is received from a Physician whose expertise, medical training and clinical experience are suitable for treating Your Injury or Sickness;
- (b) It is Medically Necessary;
- (c) It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical research, health care organizations and government agencies;
- (d) It is consistent with the diagnosis of Your condition; and
- (e) Its purpose is to improve Your medical condition and thereby aid in Your ability to return to work.

Basic Monthly Earnings means Your average gross monthly earnings received from the Policyholder during the Calendar Year immediately prior to the year in which Your Disability began, or, if employed less than one year, Your average earnings for the number of months worked.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Calendar Year means the 12-month period from January 1 through December 31.

Current Earnings means any actual gross monthly income You receive while You are working and eligible to receive a Monthly Benefit, plus the earnings You could receive if You were working to Your Maximum Capacity. If Your Current Earnings routinely fluctuate from month to month, We will average Your Current Earnings over the most recent 3 months to determine if Your claim should continue.

Deferred Compensation means contributions You make through a salary reduction agreement with Your employer to a plan or arrangement under Internal Revenue Code (IRC) §:

- (a) 401(k);
- (b) 403(b);
- (c) 408(k);
- (d) 457 Deferred Compensation arrangement; or
- (e) any other deferred compensation agreement or arrangement defined under the Internal Revenue Code.

Disability and **Disabled** mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are:

- (a) prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis, except if You are a pilot, You are unable to perform all the Material

Duties of any Gainful Occupation for which You are reasonably fitted by training, education or experience; and

- (b) unable to generate Current Earnings which exceed 80% of Your Basic Monthly Earnings due to that same Injury or Sickness.

After a Monthly Benefit has been paid for 2 years, **Disability** and **Disabled** mean You are unable to perform all of the Material Duties of any Gainful Occupation for which You are reasonably fitted by training, education or experience.

The loss or restriction of a professional or occupational license or certification does not, in itself, constitute Disability.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

Elimination Period means a period of continuous Disability which must be satisfied before You are eligible to receive benefits. No benefit is payable during the Elimination Period.

Gainful Occupation means an occupation that by training, education or experience is or can be expected to provide You with Current Earnings at least equal to 60% of Basic Monthly Earnings within 12 months of Your return to work.

Gross Monthly Benefit means Your Monthly Benefit amount before any reduction for Other Income Benefits and Current Earnings.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your Disability. A Hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Indexed Pre-Disability Earnings means Your Basic Monthly Earnings in effect just prior to the date Your Disability began, increased on the first anniversary of benefit payments and each subsequent anniversary by the lesser of 10% or the percentage change in the Consumer's Price Index (CPI-W). The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally-published index that We determine, in our discretion, to be comparable to the CPI-W. For the purposes of this definition, the percentage change in the CPI-W means the difference between the current year's CPI-W and the prior year's CPI-W divided by the prior year's CPI-W.

Injury means an accidental bodily Injury which is the direct result of a sudden, unexpected and unintended external force or element, such as a blow or fall that requires treatment by a Physician. It must be independent of Sickness or any other cause, including, but not limited to, complications from medical care.

Material Duties means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than 40 hours per week in itself to be a part of Material Duties.

Maximum Capacity means, based on Your medical restrictions and limitations:

- (a) during the first 24 months of Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
- (b) after 24 months of Disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education training or experience.

Medically Necessary means care that is ordered, prescribed or rendered by a Physician or Hospital and is determined by Us, or a qualified party or entity selected by Us, to be:

- (a) provided for the diagnosis or direct treatment of an Injury or Sickness;
- (b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Insured Person's Injury or Sickness; and
- (c) provided in accordance with generally accepted professional standards and/or medical practice.

Mental Disorder/Alcohol and Drug Abuse and/or Substance Abuse means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder.

The Policy may include limited benefits for any one or more of the conditions or diseases included in this definition. If it does, only those limited benefits relating to those conditions or diseases will be available.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist; or
- (c) where required by law, any other licensed practitioner who is acting within the scope of his/her license.

Policyholder's Retirement Plan means any Retirement Plan:

- (a) which is part of any federal, state, county, municipal or association retirement system; and
- (b) for which You are eligible as a result of employment with the Policyholder.

Pre-Disability Earnings mean Your Basic Monthly Earnings in effect immediately prior to the date Your Disability began.

Recurrent Disability means a Disability which is related to or due to the same cause(s) of a prior Disability for which You received a Monthly Benefit under this Policy.

Regular Care means:

- (a) You visit a Physician as frequently as is medically required, according to standard medical practice, to effectively manage and treat Your disabling condition; and
- (b) You receive Appropriate Care and Treatment.

Regular Occupation means the occupation You are routinely performing when Your Disability begins. Your Regular Occupation is not limited to the specific position You held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current volume of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right, in Our discretion, to substitute or replace the DOT with a service or other information of comparable purpose, with or without notice. To determine Your Regular Occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

Retirement Benefit means money which:

- (a) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
- (b) does not represent contributions made by You; and
- (c) is payable upon the later of:
 - (1) early or normal retirement as defined in the Policyholder's Retirement Plan or a Social Security Plan; or
 - (2) Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Disability had not occurred.

NOTE: Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your contributions and Your employer's contributions to be distributed simultaneously during Your lifetime.

Retirement Plan means a plan which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan such as a 401K, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of Deferred Compensation.

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

Sickness means a disease, disorder or condition, including pregnancy, for which you are under the care of a Physician.

Social Security Plan means:

- (a) the United States Social Security Act;
- (b) the Railroad Retirement Act;
- (c) the Canadian Pension Plan; or
- (d) any plan provided under the laws of any other nation that is similar to (a), (b) or (c) above.

It also means any public employee Retirement Plan, or teachers' employment Retirement Plan provided as an alternative to, rather than a supplement for, such plans.

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

You, Your and **Insured Person** means an insured employee or member.

EMPLOYEE ELIGIBILITY

Disability Insurance

Definitions

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

Active Employment or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 20 or more hours each week.

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

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

An Employee will be considered Actively Working on any day that is:

- (a) a regular paid holiday or day of vacation;
- (b) a regular or scheduled non-working day; or
- (c) a day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993;

provided the Employee was Actively Working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered Actively Working if not confined on that day as described in the Confinement Rule.

Confinement Rule

1. If an eligible Employee is confined due to an Injury or Sickness:

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

insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

2. If an eligible Employee is Actively Employed and is not:

- (a) confined; and
- (b) available for work because of an Injury or Sickness;

insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

Employee means a person who receives compensation from the Policyholder for work performed for the Policyholder.

The term Employee does not include any person performing services for the Policyholder:

- (a) pursuant to an independent contractor relationship with the Policyholder;
- (b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;
- (c) who receives income which is reported by the Policyholder on IRS form 1099;
- (d) on a seasonal basis; or
- (e) on a temporary basis.

Eligible Employees

An Employee who is Actively Employed on June 1, 2005 becomes eligible for insurance under this Policy on June 1, 2005.

An Employee who is hired after June 1, 2005 becomes eligible for insurance under this Policy on the day the Employee begins Active Employment.

When Insurance Begins

An eligible Employee must request insurance by:

- (a) properly completing and signing an enrollment form acceptable to Us; and
- (b) submitting the form to the Policyholder.

If We receive an Employee's properly completed and signed enrollment form on or within 31 days following the day the Employee becomes eligible, the Employee will become insured on the first day of the Policy month which coincides with or follows the later of:

- (a) the day the Employee becomes eligible; or
- (b) the date the enrollment form is properly completed and signed by the Employee,

provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

Evidence of Good Health

If We receive an Employee's properly completed and signed enrollment form more than 31 days after the Employee becomes eligible, the Employee must provide Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

If an Employee was eligible for group Disability coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

Reinstatement of Insurance

If an eligible Employee wants to reinstate insurance after insurance has ended, the following will apply:

- (a) If insurance ended because the Employee has ceased to be eligible under this Policy and the Employee becomes eligible again within 90 days after insurance ended, the waiting period will be waived. All other Policy provisions, including preexisting conditions, will apply.
- (b) If insurance ended because the eligible Employee voluntarily let insurance lapse, the Employee must provide evidence of good health to Us. If such evidence is acceptable to Us, We will determine the day insurance begins.
- (c) If insurance ends because the Employee is on a family or medical leave of absence allowed by federal or state law, and the Employee becomes eligible again immediately following the maximum leave of absence period allowed by that law, insurance will be reinstated in accordance with that law.

When Your Classification or the Amount of Insurance Changes

Any change in Your classification, coverage or amount of Your insurance as shown in the **Schedule** will take effect on the first day of the Policy month which coincides with or follows the day of the change, provided You are Actively Working on that day. If You are not Actively Working on that day, the following conditions will apply:

- (a) If the change involves an increase in amount of insurance, the change will not take effect until the first day of the Policy month which coincides with or follows the day You return to Active Work.
- (b) If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.

In no event will any change take effect during a period of Total Disability.

When Your Insurance Ends

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day this Policy ends;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or

- (d) the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
- (1) You are not in an eligible classification described in the **Schedule**;
 - (2) Your employment with the Policyholder ends;
 - (3) You are not Actively Employed; or
 - (4) You do not satisfy any other eligibility condition described in this Policy.

Continuation of Insurance During Total Disability

If You become Totally Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.

Continuity of Coverage Upon Transfer of Insurance Carriers

Failure to Be in Active Employment Due to Injury or Sickness

Upon payment of the premium, You will be insured under this Policy if You:

- (a) were insured under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy; and
- (b) are not Actively Employed on the effective date of this Policy due to Injury or Sickness.

The benefit payable under this Policy will be that amount which would have been paid by the prior carrier had coverage remained in force, less the amount of any benefit for which the prior carrier is liable.

Effect of a Preexisting Condition

If You become insured under the Policy on its effective date and were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy, any benefits payable under this Policy for a disability due to a Preexisting Condition will be determined as follows:

1. If You cannot satisfy the **Preexisting Conditions** provision of this Policy, but have satisfied the preexisting condition provision under the prior carrier's disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of:
 - (a) the benefit that would have been paid under the prior carrier's policy; or
 - (b) the benefit payable under this Policy.
2. If You cannot satisfy the **Preexisting Conditions** provision under this Policy or of the prior carrier's plan, no benefit under this Policy will be payable.

RIDER
FAMILY AND MEDICAL LEAVE

as Federally Mandated

This rider is made a part of Group Policy GUPR-239C.

This rider is effective on the later of:

- (a) the effective date of the policy; or
- (b) the date required by Federal law.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

Family and Medical Leave

If You become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) Your insurance coverage may be continued on the same basis as if You were an Actively at Work employee for up to 12 weeks during the 12 month period, as defined by Your employer, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a serious health condition; or
- (c) for Your own serious health condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a serious health condition, the continued coverage may not exceed a combined total of 12 weeks.

Conditions

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence You will be considered Actively at Work. Insurance for You and any eligible dependents (if applicable) will begin in accordance with the terms of the policy. However, if Your leave of absence is due to a serious health condition, benefits for that condition will not be payable to the extent benefits are payable under any prior group plan.
2. You are eligible to continue coverage under FMLA if:
 - (a) You have worked for Your employer for at least one year;
 - (b) You have worked at least 1,250 hours over the previous 12 months;
 - (c) Your employer employs at least 50 employees within 75 miles from Your worksite; and

- (d) You continue to pay any required premium for yourself and any eligible dependents (if applicable) in a manner determined by Your employer.
- 3. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the policy during the time You were not insured. You and any insured dependents (if applicable) will not be subject to any evidence of good health requirement provided under the policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
- 4. You and Your dependents (if applicable) are subject to all conditions and limitations of the policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
- 5. If requested by Us, You or Your employer must submit proof acceptable to Us that Your leave is in accordance with FMLA.
- 6. This FMLA continuation is concurrent with any other continuation option except for COBRA, if applicable.
- 7. FMLA continuation ends on the earliest of:
 - (a) the day You return to work;
 - (b) the day You notify Your employer that You are not returning to work;
 - (c) the day Your coverage would otherwise end under the policy; or
 - (d) the day coverage has been continued for 12 weeks.

Definitions

Prior Group Plan means the group plan providing similar benefits (whether insured or self-insured plans provided by the Policyholder) in effect immediately prior to the effective date of this policy.

Serious Health Condition is defined as stated in the FMLA.

Important Notice

Contact Your employer for additional information regarding FMLA.

THIS SCHEDULE DESCRIBES THE AMOUNT OF BENEFITS AND CERTAIN OTHER REQUIREMENTS AND LIMITATIONS APPLICABLE TO BENEFITS FOR DISABILITY. OUR OBLIGATION TO CONSIDER BENEFITS DESCRIBED IN THIS SCHEDULE IS SUBJECT TO ALL TERMS OF THE POLICY, INCLUDING, BUT NOT LIMITED TO, ALL DEFINITIONS, GENERAL EXCLUSIONS AND RIDERS. PLEASE REFER TO THE TABLE OF CONTENTS IN THE CERTIFICATE TO LOCATE THE PROVISIONS OF THE POLICY.

SCHEDULE

The amount of insurance for You will be in accordance with Your classification in this Schedule.

Classification(s)

All eligible participating employees

For You LONG-TERM DISABILITY BENEFITS

Elimination Period

The Elimination Period is 90 calendar days.

For accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- (a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 30 continuous days; and
- (b) days You are not Disabled will not be used to satisfy the Elimination Period.

Monthly Benefit

If You are Disabled and earning less than 20% of Your Indexed Pre-Disability Earnings, the Monthly Benefit is the lesser of:

- (a) 60% of Your Basic Monthly Earnings, less Other Income Benefits; or
- (b) the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$5,000, less any Other Income Benefits.

You may work for wage or profit while Disabled. As a work incentive, You will receive the Monthly Benefit for the first 12 months of Disability, unless the sum of:

- (1) the Gross Monthly Benefit while You are Disabled; plus
- (2) Current Earnings You receive;

exceeds 100% of Your Indexed Pre-Disability Earnings. If this sum exceeds 100% of Your Indexed Pre-Disability Earnings, the Monthly Benefit will be reduced by that excess amount.

After the Monthly Benefit has been paid for a total of 12 months, benefits will be paid according to the following:

- (a) If You are Disabled and unable to earn more than 20% of Your Basic Monthly Earnings, We will continue to pay the Monthly Benefit.

(b) If You are Disabled and earn more than 20% of Your Basic Monthly Earnings, the following formula will be used to figure the Monthly Benefit:

$$(A \text{ divided by } B) \times C$$

A= Your Indexed Pre-Disability Earnings less any Current Earnings You are receiving.

B= Your Indexed Pre-Disability Earnings.

C= Your Monthly Benefit amount payable.

Your Monthly Benefit will never be less than \$100.

When less than one month of Disability Benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit as calculated above.

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit, as calculated above, will be increased by 5%.

Other Income Benefits

Other Income Benefits are the following:

1. The amount for which You are eligible under:
 - (a) a workers' or workmen's compensation law;
 - (b) an occupational disease law;
 - (c) the Jones Act, (46 U.S.C. § 688(a) (1920)); or
 - (d) any other act or law of like intent to the laws described in 1(a), (b) or (c) above.
2. The amount of disability income benefits for which You are eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which You are eligible under:
 - (a) any other group insurance plan including, but not limited to, an:
 - (1) association plan;
 - (2) fraternal benefit plan; or
 - (3) union plan;that is in any way endorsed, promoted, or facilitated by the Policyholder;
 - (b) any governmental retirement system as a result of Your job with the Policyholder; or
 - (c) any work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
4. The amount of Retirement Benefits You are eligible to receive under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age (or age 62, if later) are considered Other Income Benefits only if You voluntarily elect to receive these benefits.

5. Benefits under a Social Security Plan, as follows:

- (a) disability benefits for which You are eligible;
- (b) Retirement Benefits You receive or are eligible to receive; or
- (c) the following benefits which apply to Your spouse, child or children:
 - (1) disability benefits for which they are eligible because of Your Disability; or
 - (2) Retirement Benefits they receive or are eligible to receive because of Your receipt of the Retirement Benefits.

These Other Income Benefits, except Retirement Benefits, must be payable as a result of the same Disability for which We pay a benefit.

Item(s) 5.(b) and 5.(c)(2) will not apply to Disabilities which begin after age 70, if You are already receiving Retirement Benefits under a Social Security Plan while continuing to work beyond age 70.

Benefits under item(s) 5.(a) and 5.(c)(1) above will be estimated if such benefits:

- (a) have not been awarded and have not been denied; or
- (b) have been denied and the denial is being appealed.

The Monthly Benefit will be reduced by the estimated amount. But these benefits will not be estimated if You:

- (a) apply for benefits under item(s) 5.(a) or 5.(c)(1); and
- (b) sign Our agreement which requires You to repay Us any overpayment caused by an award received under item(s) 5.(a) or 5.(c)(1), and to take all available means of appeal deemed necessary by Us to obtain approval of Your claim.

If benefits have been estimated, the Monthly Benefit will be adjusted when We receive proof:

- (a) of the amount awarded; or
- (b) that benefits have been denied.

When benefits have been denied, a lump sum refund of the estimated amounts will be made.

After the first deduction for each of the Other Income Benefits, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under these Other Income Benefits.

Other Income Benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- (a) the Policy's Maximum Benefit Period; or
- (b) 60 equal payments.

If Other Income Benefits which are paid in a lump sum are paid on a retroactive basis, then We may adjust the Monthly Benefit to offset any overpayment.

6. Any formal salary continuation, sick leave benefits, or severance pay for which You are eligible or that You are receiving from the Policyholder.
7. The amount that you receive, due to your Disability, from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.

Exceptions

Your Monthly Benefit will not be reduced by the following:

1. Individual disability income insurance;
2. Social Security Plan cost of living increases;
3. Early Retirement Benefits for which You are eligible under a Social Security Plan and do not receive;
4. Income You receive from a plan to which You contribute Deferred Compensation;
5. Savings and investment accounts, whether individually purchased or provided or sponsored by the Policyholder, such as:
 - (a) Individual Retirement Account (IRA);
 - (b) Stock Option Plans;
 - (c) Thrift or Saving Plans;
 - (d) Tax Sheltered Annuity (TSA); or
 - (e) Keogh Plans;
6. Credit or mortgage disability insurance;
7. Government or military pensions;
8. Disabled veterans benefits;
9. Disability benefits from any of the following plans purchased as individual coverage, that are not endorsed, promoted or facilitated by the Policyholder:
 - (a) association plans;
 - (b) fraternal benefit plans; or
 - (c) union plans;
10. Retirement Benefits attributable to Your contributions;
11. Any informal salary continuation, sick leave benefits, or severance pay; or
12. Franchise plans.

NOTE: Any law, plan or act described in the Other Income Benefits or Exceptions above will include all amendments, revisions or replacements to such law, plan or act.

Maximum Benefit Period

If You are Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for Disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation shown in this **Schedule**.

Age at Disability

Maximum Benefit Period

61 or less	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
62.....	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
63.....	to Your Social Security Normal Retirement Age or 3 years, whichever is longer
64.....	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
65	2 years
66	1 year and 9 months
67	1 year and 6 months
68	1 year and 3 months
69 or older	1 year

Social Security Normal Retirement Age means Your normal retirement age under the United States Social Security Act determined as follows.

Year of Birth

Social Security Normal Retirement Age

1937 or earlier.....	65 Years
1938.....	65 years and 2 months
1939.....	65 years and 4 months
1940.....	65 years and 6 months
1941.....	65 years and 8 months
1942.....	65 years and 10 months
1943 through 1954.....	66 years
1955.....	66 years and 2 months
1956.....	66 years and 4 months
1957.....	66 years and 6 months
1958.....	66 years and 8 months
1959.....	66 years and 10 months
1960 or later.....	67 years

NOTE: Your normal retirement age may change subject to any changes to the United States Social Security Act.

Mental Disorder Limitation

If You are Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to Mental Disorders be payable beyond the Maximum Benefit Period as shown above in the Maximum Benefit Period section.

Alcohol and Drug Abuse and/or Substance Abuse Limitation

If You are Disabled because of Alcohol and Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to Alcohol and Drug Abuse and/or Substance Abuse be payable beyond the Maximum Benefit Period as shown above in the Maximum Benefit Period section.

LONG-TERM DISABILITY BENEFITS

Benefits

If, while insured under this provision, You become Disabled due to Injury or Sickness, We will pay the Monthly Benefit shown in the Schedule. Benefits will begin after You satisfy the Elimination Period shown in the Schedule. Benefits will be paid during a period of Disability until the earliest of:

- (a) the day You are no longer Disabled;
- (b) the day You die;
- (c) the end of the maximum benefit period shown in the Schedule;
- (d) the day You fail to provide Us satisfactory proof of continuous Disability and/or any Current Earnings;
- (e) the day You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- (f) the day You are able to return to work on a part-time or full-time basis and do not do so; or
- (g) the day Monthly Benefits have been paid to You for a cumulative period of 12 months, when You are outside the United States or Canada on such day. If You are in the United States or Canada on such day, Monthly Benefits are payable to the end of the maximum benefit period shown in the Schedule, subject to all other Policy provisions.

Pre-existing Conditions

We will not provide benefits for Disability:

- (a) caused by, contributed to by, or resulting from a Pre-existing Condition; and
- (b) which begins in the first 12 months after You become insured under this Policy.

A **Pre-existing Condition** means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the six months prior to the day You become insured under this Policy.

Recurrent Disability

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy another Elimination Period if:

- (a) You were continuously covered under the Policy for the period between Your prior claim and Your Recurrent Disability; and
- (b) Your Recurrent Disability occurs within six months of the end of Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other group long-term disability income policy or plan.

Survivor Benefit

We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died:

- (a) after being Disabled; and
- (b) while receiving or eligible to receive a Monthly Benefit under this Policy.

However, if there are no Eligible Survivors, the survivor benefit will be paid to Your estate.

Eligible Survivor means Your spouse, if living; otherwise, it means Your natural and/or adopted children who are living and under age 25. An Eligible Survivor must be living at the time of Your death.

The survivor benefit will be an amount equal to three times Your Monthly Benefit payable for the month immediately prior to Your death.

If a Survivor Benefit is payable to Your child and, if there is more than one such child, then the survivor benefit will be divided equally among such children.

If payment becomes due to Your child or children, the payment will be made to:

- (a) Your child or children; or
- (b) a person named by Us to receive payments on the child's or children's behalf. This payment will be valid and effective against all claims by the child or children or by others representing or claiming to represent said child or children.

General Exclusions

We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:

- (a) declared or undeclared war or any act of war or armed aggression;
- (b) Your participation in a riot, insurrection or rebellion;
- (c) Your commission of or attempt to commit a crime for which You have been convicted under state or federal law;
- (d) an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;
- (e) attempted suicide, whether You are sane or insane;
- (f) Alcohol and Drug Abuse, except as specifically provided in the Schedule; or
- (g) Mental Disorders, except as specifically provided in the Schedule.

We also will not pay benefits for any Disability:

- (a) if You are not under the Regular Care and attendance of a Physician providing Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;
- (b) while You are incarcerated or imprisoned for any period exceeding 60 days; or
- (c) that is solely a result of a loss of a professional license, occupational license or certification.

VOCATIONAL REHABILITATION PROVISION

If You are disabled and are receiving disability benefits as provided by the policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- (a) job modification;
- (b) job placement;
- (c) retraining; and
- (d) other activities reasonably necessary to help You return to work.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- (a) Your disability must not allow You to perform Your regular occupation;
- (b) You must not have the necessary skills to allow You to perform another occupation;
- (c) You must have the physical and mental capability for successful completion of a rehabilitation program; and
- (d) there must be reasonable expectation that rehabilitation services will help You return to active employment.

All vocational rehabilitation programs will be developed with input from You, Your physician, Your employer and Us and described on an Individual Written Rehabilitation Plan (IWRP), which states:

- (a) the vocational rehabilitation goals;
- (b) the responsibilities of Us, You and any third parties associated with the IWRP;
- (c) the times and dates of the vocational rehabilitation services; and
- (d) all costs associated with the services.

Either We, Your physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without good cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

Definitions

Good Cause means documented physical or mental impairments not identified in Your existing disability claim that:

- (a) renders You incapable of rehabilitation;
- (b) interferes with a medical program You are currently participating in; or
- (c) conflicts with any other program You are participating in that will allow You to return to active employment.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

The definition of Disability will not apply during the term of the vocational rehabilitation program but will be reapplied after such program ends.

LONG-TERM DISABILITY CONVERSION

Definition

Conversion Coverage means long-term disability insurance, then available, issued without evidence of good health.

NOTE: Conversion coverage does not provide the same insurance benefits you had while insured under the policy. Consequently, coverage under the policy may not be covered by the conversion coverage or may be covered at a different level. You may contact the Plan Administrator or us at any time for a description of the conversion benefits then available. Conversion benefits are subject to change.

Available To You

Conversion coverage is available to you if your long-term disability insurance ends because your eligibility ends; except conversion coverage is not available when:

- (a) the policy ends;
- (b) you have similar individual or group disability coverage;
- (c) you have been insured under the policy (including any similar group coverage the policy replaces) less than 12 months immediately before your long-term disability insurance ends;
- (d) you retire from employment with your employer;
- (e) you are disabled; or
- (f) you are age 70 or older.

Option To Obtain Conversion Coverage

If a completed application and the first premium payment is sent to us within 31 days from when long-term disability insurance ends, conversion coverage will be issued in accord with:

- (a) our rules; and
- (b) the conversion law in effect when application is made.

Conditions

Conversion coverage begins immediately after insurance under the policy ends. Coverage for conditions which are excluded under the policy may be excluded under the conversion coverage.

PAYMENT OF CLAIMS

How To File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

Proof of Loss Requirements

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

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. Such statement should include:

- (a) that You are under the Regular Care of a Physician;
 - (b) the appropriate documentation of Your job duties at Your regular occupation and Your Basic Monthly Earnings;
 - (c) the date Your Disability began;
 - (d) the cause of Your Disability;
 - (e) any restrictions and limitations preventing You from performing Your regular occupation;
 - (f) the name and address of any Hospital or institution where You received treatment, including attending Physicians.
2. Next, You and Your employer must complete and sign Your sections of the claim form, and then give the claim form to the Physician. Your Physician should fill out his or her section of the form, sign it, and send it directly to Us.
 3. The claim form should be sent to Us within 90 days after the end of Your Elimination Period; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

How Claims are Paid

Benefits will be paid monthly after We receive acceptable proof of loss.

Benefits will be paid to You, except benefits due but unpaid at Your death may be paid, at Our option, to:

- (a) any member of Your family; or

- (b) Your estate.

This provision does not apply to any survivor benefits payable under the Policy.

Examination

We sometimes require that a claimant be examined by a Physician or vocational rehabilitation expert of our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations.

Overpayments

We have the right to recover any overpayments due to:

- (a) fraud;
- (b) any error We make in processing a claim; and
- (c) Your receipt of Other Income Benefits.

You must reimburse Us in full. We will determine the method by which the repayment is to be made.

We will not recover more money than the amount We paid You.

DISABILITY CLAIM REVIEW PROCEDURES

(As Federally Mandated)

For Group Policy GUPR-239C, this provision is effective the later of:

- (a) the effective date of the Policy; or
- (b) the date required by Federal law.

Definitions

Capitalized terms have the same meaning as shown in the Policy.

For the purposes of this provision the following term has the following meaning:

Adverse Benefit Determination means a denial, reduction or termination of, or a failure to provide or to make payment (in whole or in part) for a benefit, including any such denial, reduction, termination of, or failure to provide or make payment (in whole or in part) that is based upon the Insured Person's ineligibility for insurance under the Policy.

For the purposes of these Claim Review Procedures, the terms **You, Your, Yours** shall include Your authorized representative.

Disability Claim Review Procedures

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. Please refer to the Payment of Claims provision of the Policy.

In the event an extension is necessary due to matters beyond Our control, We will notify You of the extension and the circumstances requiring the extension. Extensions are limited as set forth below.

If an extension is necessary due to Your failure to submit complete information, We will notify You of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing Your claim, the missing information must be provided to Us within the time periods set forth below.

You may contact Us at any time for additional details about the processing of the claim.

Disability Claim Review Decisions

- (a) Initial review: We will notify You of Our claim decision within 45 days after Our receipt of Your claim, unless additional information is requested as set forth below;
- (b) Extension period: 30 days; and
- (c) Maximum number of extensions: two.

If additional information is needed, We will notify You within 30 days of Our receipt of the claim. Once You receive Our request for additional information, You will have 45 days to submit the additional information to Us. We will have a total of 105 days (which includes an additional 30-day extension, if necessary, due to circumstances beyond Our control) to process the claim. If We do not receive the additional information within the specified time period, We will make Our determination based on the available information.

Disability Claim Denials

If a claim is denied or partially denied, You will receive a written or electronic notice of the denial which will include:

- (a) the specific reason(s) for the denial;
- (b) reference to the specific Policy provisions on which the denial is based;
- (c) if applicable, a description of any additional material or information necessary to complete the claim and the reason We need the material or information;
- (d) a description of the appeal procedures; including Your right to request an appeal within 180 days and Your right to bring a civil action following the appeal process; and
- (e) any other information which may be required under state or federal laws and regulations.

Additionally, if We used an internal rule, guideline, protocol or other similar criterion in making an Adverse Benefit Determination, You will receive a statement of Your right to receive, upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion.

Furthermore, if We make an Adverse Benefit Determination based upon a medical necessity or experimental treatment or a similar exclusion or limitation, We will include a statement that an explanation of the scientific or clinical judgment for such determination will be provided to You upon request and free of charge.

Appeals

If a claim is denied or partially denied, You shall have a reasonable opportunity for an appeal and a right to a full and fair review. Please refer to the Appeal Rights provision.

APPEAL RIGHTS

(Disability) (As Federally Mandated)

For Group Policy GUPR-239C, this provision is effective the later of:

- (a) the effective date of the Policy; or
- (b) the date required by Federal law.

Capitalized terms have the same meaning as shown in the Policy.

Opportunity To Request An Appeal

You may appeal Our claim review decision in accordance with this Appeal Rights provision. As part of the appeal, We will perform a full and fair review of the claim review decision.

The request for an appeal can be written, electronically or orally submitted to Us and should include any additional information You believe may have been omitted from Our review or that should be considered by Us.

We will establish and maintain procedures for hearing, researching, recording and resolving any appeal. The notification You receive regarding Our claim review decision will include instructions on how and where to submit an appeal.

You will have 180 days from Your receipt of notification of Our claim review decision to submit a request for an appeal.

The request for an appeal should include:

- (a) the name of the employee;
- (b) the name of the person filing the appeal if different from the employee;
- (c) the policy number; and
- (d) the nature of the appeal.

By requesting an appeal, You have authorized Us, or anyone designated by Us, to review Your records.

For the purposes of this Appeal Rights provision, the terms **You, Your, Yours** shall include Your authorized representative.

Our Response To An Appeal

Once We receive Your request for an appeal, We will respond no later than 45 days, unless additional information is requested. If additional information is requested, the following extensions apply:

- (a) extension period: 45 days;
- (b) maximum number of extensions: one.

We will have a total of 90 days to process the appeal.

When We make Our determination You will be provided with:

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

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

Changes in the Insurance Contract

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

- (a) does not require You or Your beneficiary's consent; and
- (b) must be:
 - (1) in writing;
 - (2) made a part of the Policy; and
 - (3) signed by one of Our officers.

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

Applications

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

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

Legal Actions

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

Group Policy Number GUPR-239C



MUTUAL *of* OMAHA