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# **YOUR GROUP ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

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**FOR EMPLOYEES OF:**

## **Chappaqua Congress of Teachers Benefit Fund**

**CLASS(ES):**

All Eligible COSA Clericals and Teachers Aides

**REVISION EFFECTIVE DATE:**

February 1, 2017

**PUBLICATION DATE:**

January 19, 2017

### **NOTICE(S)**

**THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF NEW YORK.**

#### **FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

**Mutual of Omaha Insurance Company**  
**Mutual of Omaha Plaza**  
**Omaha, Nebraska 68175**  
**Call Toll-Free: 1-800-775-8805**  
**[www.mutualofomaha.com](http://www.mutualofomaha.com)**

When contacting Us, please have Your Policy number available.

**IF YOU ARE NOT SATISFIED WITH YOUR CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS AFTER YOU RECEIVE IT, UNLESS A CLAIM HAS PREVIOUSLY BEEN RECEIVED BY US UNDER YOUR CERTIFICATE. WE WILL REFUND WITHIN 30 DAYS OF OUR RECEIPT OF THE RETURNED CERTIFICATE ANY PREMIUM THAT HAS BEEN PAID AND THE CERTIFICATE WILL THEN BE CONSIDERED TO HAVE NEVER BEEN ISSUED. YOU SHOULD BE AWARE THAT IF YOU ELECT TO RETURN THE CERTIFICATE FOR A REFUND OF PREMIUMS, LOSSES WHICH OTHERWISE WOULD HAVE BEEN COVERED UNDER YOUR CERTIFICATE WILL NOT BE COVERED.**

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# CERTIFICATE OF INSURANCE

## MUTUAL OF OMAHA INSURANCE COMPANY

Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

Mutual of Omaha Insurance Company certifies that Group Policy No. MP-AKWL (Policy) has been issued to Chappaqua Congress of Teachers Benefit Fund (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.

This Certificate replaces any certificate previously issued under the Policy.

  
Chief Executive Officer

  
Corporate Secretary

## SCHEDULE

**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

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

### **CLASSIFICATION(S)**

All Eligible COSA Clericals and Teachers Aides

### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

### **HEALTH INSURANCE FOR YOU**

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Principal Sum.....\$50,000

Accidental Death and Dismemberment Benefits reduce to 65% of the amount shown above on the first day of the Policy month which coincides with or follows the day of Your 65th birthday and further reduce to 50% of the amount shown above on the first day of the Policy month which coincides with or follows the day of Your 70th birthday. This same reduction provision also applies if You are age 65 or older prior to the date You become insured under the Policy.

## EMPLOYEE ELIGIBILITY

### Accidental Death and Dismemberment Benefits

#### DEFINITIONS

Terms defined in this provision may be used in, or apply to, other provisions throughout the 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.

*Actively Employed* or *Active Employment* means:

- a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- b) receiving compensation from the Policyholder for work performed for the Policyholder.

**Note:** Employees who are Totally Disabled will not be considered actively employed.

*Actively Working* or *Active Work* means performing the normal duties of the Employee's 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 not be considered actively working if confined:

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

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- a) regular paid holiday or day of vacation;
- b) regular or scheduled non-working day; or
- c) 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, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician due to an Injury or Sickness;

on the date insurance is to begin will not be considered actively working.

*Certificate* means this Certificate of Insurance form and all Riders to this certificate.

*Eligibility Waiting Period* means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

*Employee* means a person who is lawfully and legally able to work in the United States and who is Actively Employed in the United States.

An employee does not include a person:

- a) not lawfully or legally able to work in the United States;
- b) working on a seasonal or temporary basis; or
- c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

*Evidence of Good Health* means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- b) applies for insurance in excess of the Guarantee Issue Limit;
- c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

*Guarantee Issue Limit* means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

*Hospital* means a short-term, acute, general hospital, which:

- a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- b) has organized departments of medicine and major surgery;
- c) has a requirement that every patient must be under the care of a physician or dentist;
- d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x(k));
- f) is duly licensed by the agency responsible for licensing such hospitals; and
- g) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

*Policy* means the policy issued to the Policyholder by Us, including this Certificate.

*Prior Plan* means any plan of group accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

*Rider* means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

## **WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR COVERAGE**

An Employee who is Actively Employed on February 1, 2012 becomes eligible for insurance under the Policy on February 1, 2012.

An Employee who is hired after February 1, 2012 becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

## **ADDITIONAL COVERAGE REQUIREMENT**

An eligible Employee must have life insurance coverage maintained by the Policyholder and issued by Us to become insured under this Policy. If an eligible Employee does not elect life insurance coverage maintained by the Policyholder, the Employee may not elect coverage under this Policy. If an eligible Employee's life insurance coverage maintained by the Policyholder ends, insurance under this Policy also ends.

## **CONTINUITY OF COVERAGE**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide accidental death and dismemberment coverage, subject to all of the conditions below, for an Employee who:

- a) was insured under the Prior Plan on the last day it was in effect;
- b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;



- c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- c) coverage is subject to uninterrupted payment of premium to Us; and
- d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

## **WHEN EMPLOYEE INSURANCE BEGINS**

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the date:

- a) the Employee satisfies the Eligibility Waiting Period; or
- b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- a) the Employee becomes eligible; or
- b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group accidental death and dismemberment insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance 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. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

## **CHANGES IN THE AMOUNT OF YOUR INSURANCE**

### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- a) of the change; or
- b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

## **REINSTATEMENT OF EMPLOYEE INSURANCE**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the first day of the month that follows the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- a) Non-Payment of Premium; and
- b) Involuntary Reduction in Hours.

### **Non-payment of Premium**

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

## **WHEN EMPLOYEE INSURANCE ENDS**

Insurance will end on the earliest of the day:

- a) the Policy terminates;
- b) You are no longer Actively Employed;
- c) You do not satisfy the Additional Coverage Requirement;
- d) You do not satisfy any other eligibility conditions described in this Certificate;
- e) any applicable premium contribution is due and unpaid; or
- f) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

**CONTINUATION OF INSURANCE UNDER FAMILY AND MEDICAL LEAVE – FOR REFERENCE ONLY**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence. You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You. Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave. Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

### DEFINITIONS

*Accident* means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

*Automobile* means a licensed private passenger motor vehicle for use on public highways.

*Controlled Drug* means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

*Intoxicated* means blood alcohol level at the time of death or dismemberment equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

*Loss of a Hand or Foot* means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

*Loss of Hearing* means total and permanent loss of hearing in both ears which cannot be corrected by any means.

*Loss of Sight* means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

*Loss of Speech* means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

*Loss of a Thumb and Index Finger* means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

*Paralysis* means loss of use of a limb without Severance. This loss must be determined by a Physician to be complete and irreversible.

*Seat Belt* means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

*Severance* means the complete separation and dismemberment of the part from the body.

*Traveling on Business of the Policyholder* means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder.

**BENEFITS**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

**TABLE**

<b>Loss</b>	<b>Benefit</b>
Loss of Life .....	Principal Sum
Loss of Both Hands .....	Principal Sum
Loss of Both Feet .....	Principal Sum
Loss of Entire Sight of Both Eyes .....	Principal Sum
Loss of Entire Sight of One Eye .....	One-half Principal Sum
Loss of One Hand and One Foot .....	Principal Sum
Loss of One Hand and Entire Sight of One Eye .....	Principal Sum
Loss of One Foot and Entire Sight of One Eye .....	Principal Sum
Loss of Thumb and Index Finger of same Hand .....	One-fourth Principal Sum
Loss of Speech and Hearing (both ears) .....	Principal Sum
Loss of Speech or Hearing (both ears) .....	One-half Principal Sum
Loss of One Hand or One Foot .....	One-half Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs) .....	Principal Sum
Triplegia (total Paralysis of three limbs) .....	Three-quarters Principal Sum
Paraplegia (total Paralysis of both lower limbs) .....	One-half Principal Sum
Hemiplegia (total Paralysis of an upper and a lower limb) .....	One-half Principal Sum
Uniplegia (total Paralysis of a limb) .....	One-fourth Principal Sum

The **Principal Sum** is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

**PAYMENT FOR LOSS OF LIFE**

**Beneficiary**

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- a) to Your surviving spouse; if none, then
- b) to Your surviving natural and/or adopted children; if none, then
- c) to Your surviving parent(s); if none, then
- d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

**Mode of Payment**

We will pay death benefits in a lump sum.

**Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

## **PAYMENT FOR OTHER THAN LOSS OF LIFE**

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

## **EXPOSURE AND DISAPPEARANCE**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- a) You disappear;
- b) Your body is not found; and
- c) a valid death certificate is issued by a court of appropriate jurisdiction.

## **AIRBAG BENEFIT**

*Airbag* means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

### **Benefits**

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

### **Exception**

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- a) You are not seated directly behind an Airbag; or
- b) the Automobile is being used for professional racing, stunting, or exhibition work.

## **COMMON CARRIER BENEFIT**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## **SEAT BELT BENEFIT**

### **Benefits**

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

### **Exceptions**

We will not pay Seat Belt benefits if the Automobile Accident occurs when the Automobile is being used for professional racing, stunting, or exhibition work.

## EXCLUSIONS

We will not pay for any loss which:

- a) results, whether the Insured Person is sane or insane, from:
  1. an intentionally self-inflicted Injury or Sickness; or
  2. suicide or attempted suicide;
- b) results from the Insured Person's participation in a riot or in the commission of a felony;
- c) results from an act of declared or undeclared war;
- d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- e) occurs more than 365 days after the Injury;
- f) does not result from an Accident;
- g) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- h) results in Injuries You receive while riding in any aircraft engaged in:
  1. racing;
  2. endurance tests; or
  3. acrobatic or stunt flying;
- i) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician;
- j) is caused by You, and is a result of Injuries You receive, while Intoxicated.

## **PAYMENT OF CLAIMS**

### **HOW TO FILE CLAIMS**

Before benefits are paid, 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 We do not send it within 15 days, You can meet the proof of loss requirement by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, complete and sign the claim form. If a physician must complete part of the claim form, have the physician complete and sign that part.
3. Finally, return the claim form to the Plan Administrator or to us. The claim form is due:
  - a) within 120 days after the loss occurs; or
  - b) as soon as reasonably possible, but not later than one year after (a) above, unless the claimant is not legally capable.

### **WHEN CLAIMS ARE PAID**

Policy benefits will be paid as soon as We receive acceptable proof of loss.

### **DIRECT PAYMENTS**

Any loss of life benefit will be paid in accord with the Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You except that benefits unpaid at Your death may be paid, at Our option to:

- a) Your beneficiary; or
- b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000.00, We may pay up to \$1,000.00 to any relative of Yours who We find is entitled to the benefit. Any payment made in good faith will fully discharge us to the extent of the payment.

### **EXAMINATION AND AUTOPSY**

We sometimes require that a claimant be examined by a physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.



# CLAIM REVIEW AND APPEAL PROCEDURES FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

**IMPORTANT NOTICE:** In addition to the requirements described in this document, applicable state laws may contain requirements for claims review and appeal procedures. To the extent that any requirement in this document is inconsistent with any state law requirement, the requirement that is most favorable to the person insured under the Policy shall prevail. If you have any questions, please contact Us.

## DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Adverse Benefit Determination* means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

## CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except where the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant 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 the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

## INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) Initial claim decision period: 90 days
- b) Extension period: 90 days

If additional information is needed, We will notify the Claimant within 15 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 30 days to submit the additional information to Us. We will make Our determination within 60 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

## CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive 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) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 60 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

## **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 60 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Insured Person's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

## **RESPONSE TO APPEALS**

We will respond no later than 60 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 60 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

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

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

### INSURANCE CONTRACT

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's application attached to the Policy; and
- c) any application for You.

### 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 the consent of any Insured Person or beneficiary; 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 retired coverage is included in the Policy.

### APPLICATIONS

We may use misstatements or omissions in the application of an Insured Person 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 a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime and in no event, unless it is in a written instrument signed by them. 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.

## DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

*Injury* means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

*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;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA); or
- e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your Spouse; or a child, brother, sister or parent of You or Your Spouse).

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

*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, which requires treatment by a Physician.

*You, Your, Insured Person* means an employee or member who is insured under the Policy.



**Group Accidental Death and Dismemberment Benefits**

**Chappaqua Congress of Teachers Benefit Fund**

**Group Number: G000AKWL**

**Mutual of Omaha Insurance Company**

**Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175**



**Mutual of Omaha**