

PLAN OF INSURANCE

Name of Policyholder/Participating School: Bandera Independent School District
Post Office Box 727
Bandera, TX 78003

Policy Number: SB20CC-P-054663

Policy Date: August 2, 2010 to August 2, 2011

Annual Premium: \$2,008.36

- The premium shown above is fully earned and non-refundable on the date the coverage goes into effect.

Eligibility: All interscholastic (Middle School/Junior High and Senior High) athletes, cheerleaders, band members, majorettes, intramural sports participants, gym class participants, student coaches, student managers, student trainers and student participants of school sponsored non-sport extracurricular activities.

Covered Event: Coverage is provided for Insureds: a) while participating in interscholastic sports practice and games or while conditioning on school premises for interscholastic sports; b) while acting as a student coach, student manager or student trainer during an interscholastic sports practice or game; c) while participating in cheerleading practice for an interscholastic sport or while cheerleading at an interscholastic game; d) while participating in band or majorette practice or while performing as a band member or majorette at a school sponsored event; e) while participating in a school sponsored intramural sports game; f) while participating in a school sponsored gym class activity or g) while participating in any school sponsored non-sport extracurricular activity on or off school premises such as Drama Club, Chess Club, and Field Trips.

Covered Travel means team or individual travel, for purposes of representing the Participating School, that is to or from the location of a Covered Event and is authorized by the Insured Person's Participating School, provided the travel is paid for or subject to reimbursement by the Participating School. Covered Travel to a Covered Event will commence upon embarkation from an authorized departure point and terminate upon arrival at the location of the Covered Event. Covered Travel from a Covered Event will commence upon departing from the location of the Covered Event and terminate upon return to the authorized place from which such Covered Travel to the Covered Event began.

Aggregate Limit of Liability: \$5,000,000.00

- The maximum amount for which We are liable for an Insured Person for all Benefits under this plan due to any one Accident.

Covered Accident Deductible: \$25,000.00

- Eligible medical expenses payable under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible.

Medical, Dental, Rehabilitative and Custodial Care

Expense Benefits:

Benefit Percentage	100%
Deductible Establishment Period	24 Months
Maximum Benefit Period	10 Years
Maximum Benefit Amount	\$5,000,000.00

Maximum for Medically Necessary Hospital Inpatient Services and Supplies	Included in Medical Maximum
Maximum for confinement in an Extended Care Facility per Calendar Year	\$365,000.00
Daily Room and Board Limit for: Private or Semi-Private Room Intensive Care	Average Semi-Private Rate of Hospital in which confined Reasonable and Customary Charges
Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year	\$100,000.00
Custodial Care Maximum Benefit per Calendar Year subject to the Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year	\$100,000.00
Home Health Care Maximum Benefit per Calendar Year subject to the Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year	\$100,000.00
Treatment of Mental or Nervous Disorders Doctor Fees – Amount per Visit Visits per Day Number of Visits per Calendar Year Inpatient Hospital	\$50.00 1 50 Up To 45 Days
Maximum Chiropractic Benefit Maximum amount per Calendar Year Maximum visits per Calendar Year	\$1,000.00 N/A
Maximum Outpatient Physical Therapy Benefit Maximum amount per Calendar Year	\$25,000.00
Maximum Prosthetic Limitation Benefit Amount payable during the first two (2) Years after covered accident Benefit Amount payable for the remainder of the benefit period immediately thereafter Maximum Benefit Amount	\$100,000.00 \$100,000.00 \$200,000.00 (if amputation of the leg is above the knee) \$200,000.00 \$300,000.00 (if amputation of the leg is above the knee)
Loss of Life Due To Heart or Circulatory Malfunctions Benefit: Maximum Benefit Amount Loss Establishment Period	\$10,000.00 90 Days
Accidental Death, Dismemberment or Loss of Sight, Speech or Hearing Benefit: Principal Sum Loss Establishment Period	\$10,000.00 365 Days
Excess Coverage:	FULL

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

Benefit and Definition Amendment Rider

0KH3M

Amendment Rider

0LN1M

Acquired Brain Injury Benefits Rider

0KT0M

Toll-Free Number for Complaints

M20273

Guaranty Association Act

M20826 2nd Rev.

070610:bd



(herein called "We," "Us" or "Our")

In consideration of the application for this policy, by the Policyholder shown in the Plan of Insurance, and payment of the required premium for persons insured hereunder, We agree to pay, subject to the provisions, exceptions and limitations of this policy, the benefits described when any such Insured Person becomes entitled thereto.

This policy goes into effect on the Policy Date shown in the Plan of Insurance. The initial term ends on the one-year anniversary of the Policy Date. This policy may be renewed for additional terms with Our consent. Each term begins and ends at 12:01 a.m., Standard Time, at the main office of the Policyholder.

PART A. ELIGIBILITY

We hereby insure members (individually called the "Insured Person") as described in the Plan of Insurance.

PART B. COVERED EVENTS

We agree to pay benefits for loss resulting from Injuries as described in the Plan of Insurance.

PART C. DEFINITIONS

Aggregate Limit of Liability means the maximum amount for which We are liable for an Insured Person for all benefits under this policy or certificate due to any one Accident. This limit is shown on the Plan of Insurance.

Case Management means, but is not limited to, Pre-certification, concurrent review or a written alternate treatment plan endorsed by your Doctor and accepted by Us to provide Medically Necessary and appropriate care in a cost-effective setting.

Case Management Pre-certification Reduction Amount means the dollar amount by which benefits will be reduced if Pre-certification or Case Management prior approval of Medical Expenses Incurred for nonemergency treatment, services, Hospital confinement or of Special Expenses is not received.

Catastrophic Disability or Catastrophically Disabled means:

- for the first 12 months:
 - the inability of the Insured Person, due to a Covered Accident, to engage in substantially the same activities as the Insured Person had engaged in immediately prior to the Covered Accident; and
 - the irrecoverable loss suffered by the Insured Person, due to a Covered Accident, of:
 - speech;
 - hearing of both ears;
 - sight in both eyes;
 - use of both arms;
 - use of both legs;
 - use of one arm and one leg; or
 - severely diminished mental capacity due to brain stem or other neurological Injury such that the Insured Person is unable to perform normal daily functions.
- For any period thereafter, Catastrophic Disability or Catastrophically Disabled means:
 - the inability of the Insured Person, due to a Covered Accident, to perform the material and substantial duties of any gainful occupation or employment for compensation or profit for which he or she is or may become reasonably fitted by education, training, or experience; and
 - the irrecoverable loss suffered by the Insured Person, due to a Covered Accident, of:
 - speech;
 - hearing of both ears;
 - sight in both eyes;
 - use of both arms;

- use of both legs;
- use of one arm and one leg; or
- severely diminished mental capacity due to brain stem or other neurological Injury such that the Insured Person is unable to perform normal daily functions.

Coma means a state of unconsciousness in which the person insured is wholly and totally unresponsive and cannot be aroused.

Covered Accident, with respect to all benefits under this policy, except death benefits, means an accident which directly results in bodily Injury (not excluded from coverage by the policy Exclusions and Limitations) to the Insured Person as a result of which the Insured Person incurs a Covered Loss in excess of the Covered Accident Deductible, and which occurs to an Insured Person while this policy is in effect and between the dates shown in the Plan of Insurance and while he or she is participating in a Covered Event or performing directly assigned duties in connection with the Covered Event; and

- which occurs during Covered Travel to and from the location of a Covered Event;
- which occurs during a temporary stay at the location of a Covered Event held away from the location of the Insured Person's Participating School or Sponsoring Organization while the Insured Person is engaged in an activity or travel authorized by the Insured Person's Participating School or Sponsoring Organization; or
- which occurs by a cardiovascular accident or stroke or other similar traumatic event caused by exertion while participating in a Covered Event.

With respect only to death benefits (not excluded from coverage by the policy Exclusions and Limitations), Covered Accident means an accident which occurs to an Insured Person while this policy is in effect and between the dates shown in the Plan of Insurance and while he or she is participating in a Covered Event or during Covered Travel.

Covered Accident Deductible means the amount of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses and/or Custodial Care Expenses, as shown in the Plan of Insurance, Incurred by the Insured Person as a result of a Covered Accident within the Deductible Establishment Period, for which no benefits are payable under this policy.

Covered Event means those activities and events specified in the Plan of Insurance.

Covered Loss means Reasonable and Customary:

- Medical Expense;
- Dental Expense;
- Rehabilitation Expense;
- Custodial Care Expense; and
- Loss of Life Due To Heart or Circulatory Malfunction Benefit as described in this policy Incurred by an Insured Person as a result of a Covered Accident.

An expense will be a Covered Loss under this policy only to the extent that it is for Medically Necessary services, and not excluded under Exclusions and Limitations (Part G) in this policy. Further, for those Insured Persons who have satisfied the Covered Accident Deductible, Covered Loss shall not include any expenses Incurred after the respective Date of Recovery. Covered Loss also means Disability Benefits as described in Part D of this policy payable as a result of a Covered Accident.

Covered Travel means team or individual travel, for purposes of representing the Participating School or Sponsoring Organization, that is to or from the location of a Covered Event and is authorized by the Insured Person's Participating School or Sponsoring Organization, provided the travel is paid for or subject to reimbursement by the Participating School or Sponsoring Organization. Covered Travel to a Covered Event will commence upon embarkation from an authorized departure point and terminate upon arrival at the location of the Covered Event.

Covered Travel from a Covered Event will commence upon departing from the location of the Covered Event and terminate upon return to the authorized place from which such Covered Travel to the Covered Event began.

Custodial Care means Medically Necessary services or treatment which, regardless of where provided:

- could be rendered safely by a person without medical skills; and
- provides a routine level of maintenance care designed mainly to help the patient with daily living activities, including (but not limited to):
 - personal care such as help in walking and getting in and out of bed; help with bathing; help with eating by spoon, tube or gastrostomy; exercising; dressing; enema and using the toilet;
 - homemaking such as preparing meals or special diets;

- moving the patient;
- acting as companion or sitter;
- supervising medication which can usually be self-administered;
- oral hygiene; and
- ordinary skin and nail care; or
- in the case of a Catastrophically Disabled Insured Person, cannot be self-administered.

No benefits will be paid for Custodial Care services or treatment which is provided by a member of the Insured Person's Immediate Family or by an individual who resides with the Insured Person, unless specifically agreed to by the Company. Custodial Care does not include Home Health Care services or treatment.

Custodial Care Expense means the Reasonable and Customary charges for Medically Necessary Custodial Care services or treatment.

Disablement means an Injury sustained in a Covered Accident. All Injuries sustained in any one accident are considered one Disablement.

Date of Recovery means:

- for those Insured Persons not Catastrophically Disabled, the earlier of:
 - the date the Insured Person receives medical clearance to participate in a Covered Event ; and
 - the date immediately following a period of 24 months during which the Insured Person received no Medically Necessary treatment or service as a result of the Covered Accident for which benefits had been received under this policy; or
- for those Insured Persons who were Catastrophically Disabled, the date such Insured Person no longer qualifies as Catastrophically Disabled as defined herein.

Deductible Establishment Period means the time period, beginning with the date of the accident, in which the Covered Accident Deductible must be satisfied. This time period is shown in the Plan of Insurance.

Dental Expense means the Reasonable and Customary charges only for the Medically Necessary repair or replacement of sound, natural teeth.

Doctor means a duly licensed medical or dental practitioner who provides services or treatment within the scope of his or her license.

Extended Care Facility means an institution operating pursuant to applicable state law which is engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a Doctor and registered nurses, to persons convalescing from illness or Injury. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under this policy, the Insured Person's confinement in an Extended Care Facility must:

- start within five (5) days after the Insured Person has been continuously confined for at least five (5) days in a Hospital as a result of a Covered Accident;
- be for treatment of the Injuries resulting from such Covered Accident;
- be one during which a Doctor visits the Insured Person at least once every thirty (30) days;
- be certified to be Medically Necessary by the attending Doctor; and
- not be for routine Custodial Care.

Family Counseling means psychiatric/psychological counseling of the Immediate Family members rendered by a certified or licensed psychiatrist or psychologist.

Heart or Circulatory Malfunction means a disease or illness of the heart or circulatory system which:

- is first diagnosed and treated while the Insured Person's coverage under the policy is in force and occurs in a Covered Event, within 24 hours after participation; and
- the Insured Person has not before such participation been medically advised of/or has received any medical treatment for such Heart or Circulatory Malfunction.

Home Health Care means nursing care and treatment, to an Insured Person in his/her home, which is part of an overall extended treatment plan and; (a) is required for progressive and positive improvement of the Insured Person's medical condition; or (b) is

necessary to provide care and treatment that cannot be self administered for a Catastrophically Disabled Insured Person. To qualify for Home Health Care:

- the plan must be established and approved in writing by the attending Doctor, including certification in writing by the attending Doctor that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and
- nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and
- Home Health Care services must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be preceded by a Hospital or Extended Care Facility or Rehabilitation Facility confinement of five (5) days or more.

Home physical, speech, and occupational therapies will be covered when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Doctor.

No benefits will be paid for Home Health Care services which are provided by a member of the Insured Person's Immediate Family or by an individual who resides with the Insured Person, unless specifically agreed to by the Company. Home Health Care does not include Custodial Care Expense.

Hospital means an institution which meets all of the following requirements:

- It is licensed (if required) as a Hospital by applicable licensing authorities;
- It is open at all times;
- It is operated mainly to diagnose and treat illnesses and Injuries on an inpatient basis;
- It has a staff of one (1) or more Doctors on call at all times;
- It has twenty-four (24) hour nursing services by registered nurses;
- It is not mainly a skilled nursing facility, clinic, nursing home, rest home, convalescence home, or like place; and
- it has organized facilities for major surgery or provides for such facilities for its patients through formal written agreement with other Hospitals.

Immediate Family means the mother, father, sister, brother, husband, wife, or children of the Insured Person, who are members of the same household as the Insured Person. In their absence, others that may be considered as "Immediate Family" are grandparents, aunts or uncles, who share the same household, or any other person legally recognized as responsible for the care of the Insured Person.

Incurred means an expense for treatment, service, or purchase which will be deemed Incurred on the date the treatment or service is rendered or the purchase occurs.

Injury or Injuries means bodily Injury which results directly from an accident and which is independent from disease, sickness or other bodily functions.

Insured Person means:

- a Student attending the Participating School including only those activities performed as part of the sports team or cheer unit and under the direct supervision of the Participating School and directly associated with a Covered Event or any other activities as specified in the Plan of Insurance and participating as:
 - a player on an athletic team in a Covered Event sanctioned and recognized by the Participating School;
 - a Student coach, Student manager, or Student trainer of such a team formally identified as such by the Participating School;
 - a Student cheerleader officially recognized as such by the Participating School (includes dance team members and mascots); or
 - a Student as shown in the Eligibility section in the Plan of Insurance;

Intoxication or Intoxicated means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state/jurisdiction where the Covered Accident occurred.

Loss Establishment Period means the time period, beginning with the date of the Covered Accident, within which undergraduate study must commence or recommence for College Education Benefits, or within which one of the following must occur:

- accidental death;
- dismemberment;
- loss of sight; or
- loss of life as a result of Heart or Circulatory Malfunction.

This time period is shown in the Plan of Insurance.

Medical Expense means the Reasonable and Customary charges:

- of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- of a Doctor for Medically Necessary care and treatment;
- of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
- for Medically Necessary Hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Plan of Insurance);
- for Medically Necessary out-patient and emergency room care and treatment;
- for confinement in an Extended Care Facility;
- for Home Health Care; and
- for medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Doctor operating within the scope of his or her license.

Medically Necessary means recommended by a Doctor and commonly recognized in the Doctor's medical profession as proper care or treatment of the patient's condition. In the case of Hospital or Extended Care Facility confinement, Home Health Care treatment, or Custodial Care, the length of confinement or treatment and the services or supplies furnished by the Hospital or Extended Care Facility, Home Health Care, or Custodial Care plan will be Medically Necessary only if it is reasonably determined by the Company that they are related to the care or treatment of the patient's condition. The care, treatment, services, or supplies must not be experimental in nature. The fact that any particular Doctor may prescribe, order, recommend, or approve a service or supply does not, in and of itself, make the service or supply Medically Necessary.

Partial Disability or Partially Disabled means the inability as the direct result of Catastrophic Disability of an Insured Person who, following a period of Catastrophic Disability for which Catastrophic Disability Benefits were paid under this policy, is engaged in an occupation, to perform all of the important duties of such occupation, and to earn a Partial Disability Gross Earnings Amount per month, or more, as shown in the Plan of Insurance.

Partial Hospitalization means at least three (3) hours of continuous care and treatment in a Hospital, but not more than twelve (12) hours of such care and treatment in any twenty-four (24) hour period.

Participating School means an elementary school, high school, college or university as shown in the Plan of Insurance.

Reasonable and Customary means an expense that is determined by Us not to exceed the amount usually charged by most providers in the same geographic area for similar treatment, service, or purchase, taking into account the nature and severity of the illness or Injury.

The same geographic area means the same city or town in which the treatment, service, or purchase occurs, if the city or town is large enough to obtain a representative charge. In large cities, it may be a section or sections of the city. In smaller urban or rural areas, the geographic area will be expanded as necessary to obtain a representative charge.

Rehabilitation Expense means the Reasonable and Customary charges for Medically Necessary physical and occupational rehabilitation provided by licensed medical practitioners or under the supervision of a duly licensed Rehabilitation Facility.

Rehabilitation Facility means a legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care and is duly licensed by the appropriate government agency to provide such services. It does not include institutions which provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services; nor an institution which primarily provides treatment for mental disorders, chemical dependency, or tuberculosis, except if such facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

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

Sponsoring Organization means a legal entity that elects coverage under the policy.

Student means an individual who is actually enrolled and attending school as a full time Student at a Participating School, or recognized as a full time Student by a Participating School.

PART D. BENEFITS

Benefits will be paid on an excess basis as provided in Part E “Other Insurance/Excess Nature of Policy” for Covered Loss which is Incurred by the Insured Person after the date the Covered Accident Deductible has been satisfied. The Covered Accident Deductible will be satisfied on the date the Insured Person incurs Covered Loss in the form of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses which exceeds the Covered Accident Deductible.

MEDICAL, DENTAL, REHABILITATIVE AND CUSTODIAL CARE EXPENSE

We will pay benefits for Medical Expense, Dental Expense, and Rehabilitation Expense and Custodial Care Expense Incurred by an Insured Person subject to the Covered Accident Deductible, Benefit Percentage, Maximum Benefit Amount, Maximum Benefit Period Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year as shown in the Plan of Insurance.

1. Payment for Medical Expense resulting from a Covered Accident for care and treatment of mental and nervous disorders by a Doctor shall not exceed the amount for each visit, number of visits per day nor number of visits as shown in the Plan of Insurance. Covered Medical Expense for Hospital inpatient care or treatment of a mental or nervous disorder whether in a general Hospital or a psychiatric Hospital, will be limited to the number of days of such treatment during each calendar year as specified in the Plan of Insurance. For Partial Hospitalization for care or treatment of a mental or nervous disorder, each two (2) days of Partial Hospitalization will be treated as one (1) day of inpatient Hospitalization for purposes of accumulating the maximum number of days of inpatient treatment per calendar year as specified in the Plan of Insurance.
2. Payment not to exceed the Maximum Chiropractic Benefit specified in the Plan of Insurance shall be made for covered Medical Expense for treatment of subluxation or dislocation of the spine or treatment for the general purpose of correction of nerve interference and its effects, by manual or mechanical means when interference results from or is related to distortion or misalignment of or in the vertebral column. This limit shall not apply when surgical treatment of this condition is rendered while the patient is under general anesthesia.

LOSS OF LIFE DUE TO HEART OR CIRCULATORY MALFUNCTIONS BENEFIT

If an Insured Person suffers loss of life within the Loss Establishment Period shown in the Plan of Insurance that is the result of Heart or Circulatory Malfunction relative to the first diagnosis, We will pay, the Maximum Benefit Amount shown in the Plan of Insurance.

ACCIDENTAL DEATH, DISMEMBERMENT OR LOSS OF SIGHT

We will pay the benefit amounts shown below, based upon the Principal Sum shown in the Plan of Insurance for Accidental Death, Dismemberment or Loss of Sight which:

- results solely from an Injury to the Insured which occurs during a Covered Event, and from no other contributory cause; and
- is sustained within the Loss Establishment Period after the date of Injury.

If an Insured sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum that applies for the Insured.

<u>Loss</u>	<u>Benefit Amount</u>
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Quarter The Principal Sum

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

PART E. OTHER INSURANCE/EXCESS NATURE OF POLICY

Except as provided below, this insurance policy is excess over any other valid and collectible insurance or similar benefit program available to the Insured Person for a Covered Loss under this policy. If an Insured Person receives or is entitled to receive benefits or services from any source described below (herein called Other Insurance) for any benefit category of a Covered Loss for which he or she is entitled under this policy, such benefit under this policy will be in excess of the amount of such Other Insurance.

If an Insured Person is entitled to Other Insurance for a benefit category of a Covered Loss for which he or she has been paid benefits under this policy, the Insured Person will reimburse Us to the extent of such benefits paid under this policy, not to exceed the amount of Other Insurance received.

For purposes of this policy, an Insured Person's entitlement to Other Insurance will be determined as if this policy did not exist and shall not depend upon whether application for Other Insurance is made by or on behalf of the Insured Person.

Other Insurance means any reimbursement for or recovery of any element of Covered Loss available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for accidental bodily Injury arising out of a motor vehicle accident to the extent such benefits are payable under any Medical Expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for Injuries or diseases related to the Insured Person's job to the extent that he or she actually receives benefits under a Workers' Compensation law. If the Insured Person enters into a settlement to give up his or her rights to recover future Medical Expenses under a Workers' Compensation Law, this policy will not pay those Medical Expenses that would have been payable except for that settlement;
- Social Security Disability Benefits;
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid; and
- income received through a trust fund or similar arrangement, whether declared or not.

PROVIDED, however, that if an Insured Person is covered under a policy issued by another insurance carrier which provides substantially similar benefits which are subject to a deductible of \$25,000 or more, any benefits payable under such policy will not be regarded as Other Insurance. Instead this policy, on an excess basis over all Other Insurance, will share payment of Covered Loss with the other policy by contribution based on equal shares. Under this approach, this policy will contribute an amount equal to that contributed by the other catastrophic policy until the loss is paid.

PART F. THIRD PARTY RECOVERY RIGHTS

If the Insured Person has rights to recover all or part of any payment made under the terms of this policy, those rights are transferred to Us. At Our request, the Insured Person must do nothing after the Covered Accident to impair them. At Our request, and at Our expense, the Insured Person will bring legal action or transfer those rights to Us and help Us enforce them.

In addition, We shall be entitled to recover any benefits paid up to the amount of the net recovery of any benefits paid by this policy in the recovery by the Insured Person against any such third person or organization. Net Recovery shall mean the gross recovery against the third party wrongdoer, less attorney's fees and expenses and court costs.

Should any money be recovered by the Insured Person from an alleged third party wrongdoer for the same Covered Accident for which benefits were paid under this policy, the net recovery shall be considered Other Insurance for all purposes of this policy.

We agree We will not seek subrogation against the Participating School or Sponsoring Organization.

The provisions of this Part shall not apply to Insured Persons residing in states or attending Participating Schools in states where this Third Party Recovery provision is prohibited by law.

PART G. EXCLUSIONS AND LIMITATIONS

No benefits are payable for:

- Illness or disease or medical or surgical treatment thereof, including diagnosis, except:
 - as may be specifically provided for in the policy;
 - as may result from an Injury sustained in a Covered Accident;
 - a cardiovascular accident, stroke or other similar traumatic event caused by exertion while participating in a Covered Event;
- bacterial infection, except infection of and through a wound accidentally sustained;
- suicide or intentionally self-inflicted Injury while sane;
- an act of declared or undeclared war;
- participation in a riot or engagement in or attempt to commit a felony or being engaged in an illegal activity;
- travel or flight in or descent from any aircraft, unless the Insured Person is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline; or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
- charges which exceed the Reasonable and Customary charges;
- charges Incurred for dental work unless the Insured Person sustains a Disablement which results in damage to his or her natural teeth;
- charges Incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere;
- charges Incurred for services or supplies not specifically provided for in the policy;
- charges which would not have been made in the absence of insurance or which the Insured Person is not legally obligated to pay;
- charges Incurred for cosmetic procedures, unless made necessary by a Disablement;
- charges Incurred for eyeglasses, contact lenses or hearing aids or for any examination or fitting related to these devices unless made necessary by a Disablement;
- charges Incurred for care, treatment or service, which is not Medically Necessary to the diagnosis or treatment of a Disablement;
- charges Incurred for the professional services of a person who either resides with or is an Immediate Family member;
- charges Incurred for experimental or investigational treatment or procedures;
- charges Incurred for articles of clothing which are intended for use more than once;
- treatment of a Disablement sustained as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Doctor;
- the use by the Insured of drugs or narcotics unless used as prescribed by a Doctor for a condition other than drug addiction;
- routine medical examination and related medical services;
- charges which are recoverable from any other insurance policy, service contract, Workers' Compensation or other arrangements of insured or self-insured group coverage.

NONDUPLICATION OF BENEFITS. If any item of expense is payable under more than one provision of this policy, payment will be made only under the provision providing the greater benefit.

PART H.

GENERAL PROVISIONS

Insurance Benefits: Benefits for Insured Persons will be determined by the provisions of this policy.

Notice of Claim:

- Written notice of claim must be given to Us or Our authorized representative within sixty (60) days of the date of the Covered Loss. If notice is not given within sixty (60) days, a claim will not be denied or reduced for that reason if notice was given as soon as was reasonably possible.
- When We or Our authorized representative receive notice of claim, forms for filing proof of loss will be furnished to the Insured Person. If these forms are not furnished to the Insured Person within fifteen (15) days from the time notice is received by Us or Our authorized representative, the Insured Person will have met the proof of loss requirements if written proof of loss is submitted within the time required.

Proof of Loss:

- Proof of loss for Hospital confinement must be given to Us or Our authorized representative within ninety (90) days after release from the Hospital.
- Proof of any other Covered Loss or Accidental Death must be given to Us or Our authorized representative not later than ninety (90) days after the Covered Loss or death.
- If proof of any loss is not given within ninety (90) days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.
- Proof as required in this Part means proof satisfactory to Us.

Physical Examination and Autopsy:

- We, at Our expense, have the right to have an Insured Person examined, as often as it may reasonably require, whenever his or her loss is the basis of a claim.
- We have the right to require an autopsy of the Insured Person if not prohibited by law.

Beneficiary:

Each Insured Person may designate a beneficiary to whom the death benefit shall be payable and may change the beneficiary designation. Any beneficiary designation or change will not take effect until a written request of such on a form satisfactory to the Us has been signed by the Insured Person and recorded by Us or Our authorized representative.

Whether or not the Insured Person is living, the designation or change of beneficiary, when properly signed and recorded, shall take effect from the date it is signed by the Insured Person. Any payment made by Us prior to the date the beneficiary designation or change is recorded by Us or Our authorized representative shall release Us from any further liability under this Policy, to the extent of such payment.

If the designated beneficiary of record does not survive the Insured Person or if the Insured Person fails to designate a beneficiary, payment of death benefits will be made to the Insured Person's estate, or at Our option, to the following:

- the Insured Person's spouse, if living; otherwise
- the Insured Person's then living children, if any; otherwise
- the Insured Person's surviving parent(s); otherwise
- the person legally responsible for the Insured Person; otherwise
- the Insured Person's surviving brothers and/or sisters, equally.

If two or more beneficiaries of record are named, and if the Insured Person does not state their respective interests, such beneficiaries shall share equally. If any of such beneficiaries die before the Insured Person, his or her interest will pass to the surviving beneficiary(s) equally.

Payment of Claim: Benefits payable under this policy for loss of life will be paid in accordance with the beneficiary designation and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits which remain unpaid at the time of the Insured Person's death may, at Our option, be paid to the beneficiary or to the Insured Person's estate.

All other benefits will be payable to the Insured Person or the medical services provider if We have received a valid assignment by the Insured Person unless We determine that he or she is unable to receive such payment because he or she is not legally able to give a binding receipt for the payment. In the absence of a written assignment of benefits, all or a portion of these other benefits may be reimbursed to the provider rendering the service. Such payment will be at Our option.

If We determine that the Insured Person is not able to receive such payment, then We may, at Our option, pay the benefits to the Insured Person's estate, beneficiary, spouse, the person legally responsible for the Insured Person, or to a Court of competent jurisdiction. Any payment made under this option will completely discharge Us from further obligation for such payment.

If any indemnity of this Policy shall be payable to the estate of the Insured Person, or to a beneficiary who is a minor or otherwise unable to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or by marriage of the Insured Person or beneficiary who is deemed by Us, after submission of evidence satisfactory to Us of payment of medical or other expenses Incurred by or on behalf of the Insured Person, to be equitably entitled thereto. Payment in accordance with this paragraph will release Us from all liability hereunder for any amount so paid.

The Death Benefit provided hereunder may not be assigned, transferred, or encumbered, without Our consent, and to the extent permitted by law will be exempt from attachment and otherwise free from the claims of creditors of the Insured Person or beneficiary.

We reserve the right to allocate the Covered Accident Deductible to any Covered Loss and to apportion the benefits to the Insured Person and/or his or her assignees. Such action will be binding on the Insured Person and his or her assignees.

Time of Payment of Claim: Benefits will be paid as soon as We receive proper proof of loss unless this policy provides for periodic payment. When this policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

Choice of Doctor: The Insured Person is free to be treated by any Doctor he or she chooses.

Workers' Compensation: This policy is not a Workers' Compensation policy and is not intended to satisfy any requirements for coverage by Workers' Compensation insurance.

Time Limit on Certain Defenses: After two years from the Policy Date, We cannot use misstatements, except fraudulent misstatements, in the Policyholder's application to void coverage. After two years from the date an Insured Person becomes covered under this policy, We cannot use misstatements, except fraudulent misstatements, in his or her application to void coverage or deny a claim for loss that happens after the two-year period.

Cancellation: After this policy has been in force for one year, it may be cancelled at any time, by either the Policyholder or Us, with written notice to the other stating the date and hour cancellation becomes effective. We shall give 60 days prior notice to cancellation. Upon cancellation any unearned premium shall be returned.

Clerical Error: Clerical error on Our or the Policyholder's part in keeping records or furnishing records shall not void insurance otherwise in force or continue insurance otherwise terminated under the terms of the policy.

Legal Actions: No lawsuit may be brought to recover on this policy within sixty (60) days after proof of loss has been given as required by this policy. No lawsuit may be brought after five (5) years from the time written proof of loss is required to be given.

Statements: In the absence of fraud, all statements made by the Policyholder or by any Insured Person will be deemed representations and not warranties. No such representations will void the insurance or be used to deny a claim unless a copy of the instrument containing such representation is or has been furnished to the Insured Person.

Termination of Insurance: This policy is issued for the term stated in the Plan of Insurance beginning on the effective date of the policy. Insurance with respect to an Insured Person will terminate on the earliest of: (1) the termination of the policy; or (2) the date the Insured Person ceases to be an Insured Person. Such termination will be without prejudice to any claim originating from a Covered Accident.

Assignment: The benefits provided under this policy shall not be assigned, transferred, or encumbered without Our consent and, to the extent permitted by law, shall be exempt from attachment and otherwise free from claims of creditors of the Insured Person.

Entire Contract; Changes: The entire contract consists of this policy, issued to the Policyholder, and any papers made a part of it, including, if any, riders and the Policyholder's application.

An Insured Person is entitled to examine a copy of the policy during regular office hours at Our place of business.

Amendment and Alteration of the Contract:

- This policy may be amended or changed, only by a written agreement between the Policyholder and Us.
- Only an officer of Ours may change, amend, alter, or waive in any manner the provisions of this policy, and then only when in writing and signed by the officer.
- We will not be bound by any promise made by any person other than an officer of Ours.
- We reserve the right to provide payment of other benefits subject to the Case Management Pre-certification Reduction Amount, not specifically enumerated herein which includes, but is not limited to, professional and other Case Management fees and costs in a non-discriminatory fashion as it deems appropriate. Any such payments shall not reduce any benefit payable hereunder.

Non-waiver of Policy Provisions: Our failure to insist on compliance with any provision of this policy at any time under any set of circumstances will not operate with respect to any other time or as to any other occurrence whether or not the circumstances are the same to:

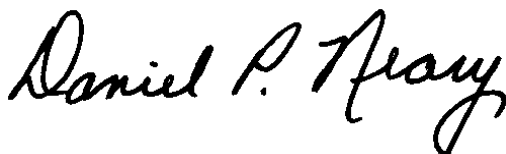
- waive or modify such provision; or
- in any way render it unenforceable.

Nonparticipating Policy: This policy is non-participating and does not share in Our profits.

Effects of Actions of the Policyholder: In all matters regarding this policy, except with respect to any claim filed under the policy, the Policyholder or its authorized representative acts for the Insured Persons. Each agreement made by Us with the Policyholder or its authorized representative will be binding on all parties. Each notice given by Us will be deemed to have been given to all parties.

Information Required: The Policyholder shall furnish to Us, or the Participating School or Sponsoring Organization shall furnish, all information which We may reasonably require with regard to matters pertaining to the insurance afforded by the policy. All documents, books, and records which may have a bearing on the insurance or premiums under the policy shall be open for inspection during the term of the policy and during the pendency of any claim hereunder.

Grace Period: A grace period of 31 days is granted for each premium due. Coverage will stay in force during this period unless notice has been sent, not less than five days prior to the premium due date, of the intent to terminate coverage under the policy. Otherwise, coverage will end if the premium is not paid by the end of the grace period.



Chairman of the Board and
Chief Executive Officer



Corporate Secretary

Countersigned by:

Licensed Resident Agent



BENEFIT AND DEFINITION AMENDMENT RIDER

This rider applies to the class or classes of Insureds specified in the Plan of Insurance.

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

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

PART A. DEFINITIONS

The definitions in the policy or certificate apply to this rider. In applying them, substitute "rider" for "policy" or "certificate". In addition, the following definitions apply to the policy or certificate and this rider.

1) The definitions of Incurred, Covered Loss, Covered Accident Deductible, Loss Establishment Period are deleted and replaced by the following.

Incurred means expenses, after all adjustments (including but not limited to discounts, write-offs, and negotiated fees) for treatment, service, or purchase, which will be deemed Incurred on the date the treatment or service is rendered or the purchase occurs.

Covered Loss means Reasonable and Customary:

- Medical Expense;
- Dental Expense;
- Rehabilitation Expense;
- Custodial Care Expense;
- Adjustment Expense;
- Special Expense;
- Ancillary Illness or Injury Benefit;
- Loss of Life Due To Heart or Circulatory Malfunction Benefit;
- Vocational Rehabilitation Benefit; and
- Assimilation Benefit as described in this policy Incurred by an Insured Person as a result of a Covered Accident.

An expense will be a Covered Loss under this policy or certificate after all adjustments (including but not limited to discounts, write-offs and negotiated fees), only to the extent that it is for Medically Necessary services, and not excluded under the Exclusions and Limitations section of the policy or certificate. Further, for those Insured Persons who have satisfied the Covered Accident Deductible, Covered Loss shall not include any expenses Incurred after the respective Date of Recovery. Covered Loss also means Disability Benefits as described in Part D of this policy or certificate payable as a result of a Covered Accident.

Covered Accident Deductible means the amount of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses and/or Custodial Care Expenses, as shown in the Plan of Insurance:

- Incurred by the Insured Person as a result of a Covered Accident within the Deductible Establishment Period,
- that qualify as a Covered Loss under this policy or certificate; and

for which no benefits are payable under this policy or certificate.

Loss Establishment Period means the time period, beginning with the date of the Covered Accident, within which undergraduate study must commence or recommence for College Education Benefits, or within which one of the following must occur:

- accidental death;
- dismemberment;
- loss of sight;
- loss of speech and/or hearing; or
- loss of life as a result of Heart or Circulatory Malfunction.

This time period is shown in the Plan of Insurance.

2) The definition of Aggregate Limit of Liability, Persistent Vegetative State and Traumatic Brain Deficit are added.

Aggregate Limit of Liability means the maximum amount for which We are liable for an Insured Person for all benefits under this policy or certificate due to any one Accident. This limit is shown on the Plan of Insurance.

Persistent Vegetative State means a condition in which the person insured has lost cognitive neurological function and awareness of the environment but retains non-cognitive function and maintains a sleep-wake cycle.

Traumatic Brain Deficit means an Injury to the brain which:

- occurs, and is diagnosed by a Physician, within 48 hours of a Covered Accident;
- results in measurable, neurological deficit persisting for the lesser of at least 12 continuous months or the time at which maximum recovery has been reached;
- requires permanent daily personal supervision; and
- results in the inability of the Insured Person to perform independently three or more of the following activities of daily living: transferring (moving in or out of a bed or chair), dressing, bathing, feeding, toileting, and continence.

If the Injury results in a period of time during which the Insured Person is in a Coma and/or Persistent Vegetative State, that period of time can contribute toward meeting the time requirement in this definition. However, Traumatic Brain Deficit benefits under this policy or certificate are only payable if the definition has been met and the Insured Person has emerged from the Coma and/or Persistent Vegetative State.

PART B. ACCIDENTAL DEATH, DISMEMBERMENT OR LOSS OF SIGHT BENEFITS

The Accidental Death, Dismemberment Or Loss Of Sight provision in the policy or certificate is deleted and replaced by the following:

Accidental Death, Dismemberment or Loss of Sight, Speech or Hearing: (If shown in the plan of insurance)

We will pay the benefit amount based upon the principal sum shown in the plan of insurance for Accidental Death or specific loss listed below which:

- (1) results solely from an Injury to the Insured which occurs during a Covered Event, and from no other contributory cause; and
- (2) is sustained within the Loss Establishment Period after the date of the Injury.

If an Insured sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum that applies for the Insured.

Loss

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 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 one hand.....	One-half Principal Sum
Loss of one foot	One-half Principal Sum
Loss of entire sight of one eye.....	One-half Principal Sum
Loss of thumb and index finger of the 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 a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Loss of speech or hearing means their total and irrecoverable loss. Loss of hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrecoverable loss.

PART C. AGGREGATE LIMITS OF LIABILITY

The Aggregate Limit of Liability per Insured Person per Accident is shown in the Plan of Insurance. We will not be liable for any amount over the Aggregate Limit of Liability.

MUTUAL OF OMAHA INSURANCE COMPANY



Corporate Secretary



AMENDMENT RIDER

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

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

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

The **MEDICAL, DENTAL, AND REHABILITATIVE AND CUSTODIAL CARE EXPENSE** provisions of the Policy or Certificate are amended to include the following:

Physical Therapy Benefit:

Payment, not to exceed the Maximum Physical Therapy Benefit amounts specified in the Plan of Insurance, shall be made for covered Medical Expense for Physical Therapy including, but not limited to:

- (a) heat treatment;
- (b) diathermy;
- (c) microtherm;
- (d) ultrasonic;
- (e) adjustment;
- (f) manipulation;
- (g) massage therapy; and
- (h) acupuncture.

Prosthetic Limitation:

Payment for covered Medical Expense for all prosthetic devices/limbs, including adjustments, replacements, refittings and supplies, in combination, shall not exceed \$100,000 during the first 2 years after the Covered Accident.

Payment shall not exceed \$100,000 (\$200,000 if the Covered Accident results in an amputation of the leg above the knee) during the remainder of the Maximum Benefit Period, subject to all terms and conditions of the Policy including, without limitation, the Date of Recovery definition.

The **EXCLUSIONS AND LIMITATIONS** provisions of the Policy or Certificate are amended to include the following:

- elective treatment or surgery, health treatment, or examination where no Injury or Sickness is involved;
- drugs that promote fertility, treat infertility, enable sexual performance or provide sexual enhancement;

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary



ACQUIRED BRAIN INJURY BENEFITS RIDER

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

Rider Date (January 1, 2002 or the Policy Date or Certificate Date, whichever is later)

If your policy or certificate provides hospital, medical and/or surgical benefits on an expense incurred basis, then the following applies.

DEFINITIONS

Acquired Brain Injury means a neurological insult to the brain that is not hereditary, congenital or degenerative. The injury to the brain has occurred after birth, causing a change in neuronal activity which results in an impairment of physical functioning, sensory processing, cognition or psychosocial behavior.

Cognitive Communication Therapy means services designed to address modalities of comprehension and expression, including understanding, reading, writing and verbal expression of information.

Cognitive Rehabilitation Therapy means services designed to address therapeutic cognitive activities, based on an assessment and understanding of the individual's brain-behavioral deficits.

Community Reintegration Services mean services that facilitate the continuum of care as an affected insured person transitions into the community.

Neurobehavioral Testing means an evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and premorbid history, including the identification of problematic behavior and the relationship between behavior and the variables that control behavior. This may include interviews of the insured person, family or others.

Neurobehavioral Treatment means interventions that focus on behavior and the variables that control behavior.

Neurocognitive Rehabilitation means services designed to assist cognitively impaired individuals to compensate for deficits in cognitive functioning by rebuilding cognitive skills and/or developing compensatory strategies and techniques.

Neurocognitive Therapy means services designed to address neurological deficits in informational processing and to facilitate the development of higher level cognitive abilities.

Neurofeedback Therapy means services that utilize operant conditioning learning procedure based on electroencephalography (EEG) parameters, and which are designed to result in improved mental performance and behavior, and stabilized mood.

Neurophysiological Testing means an evaluation of the functions of the nervous system.

Neurophysiological Treatment means interventions that focus on the functions of the nervous system.

Neuropsychological Testing means the administering of a comprehensive battery of tests to evaluate neurocognitive, behavioral and emotional strengths and weaknesses and their relationship to normal and abnormal central nervous system functioning.

Neuropsychological Treatment means interventions designed to improve or minimize deficits in behavioral and cognitive processes.

Post-Acute Transition Services mean services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration.

Psychophysiological Testing means an evaluation of the interrelationships between the nervous system and other bodily organs and behavior.

Psychophysiological Treatment means interventions designed to alleviate or decrease abnormal physiological responses of the nervous system due to behavioral or emotional factors.

Remediation means the processes of restoring or improving a specific function.

Therapy means the scheduled remedial treatment provided through direct interaction with the insured person to improve a pathological condition resulting from an Acquired Brain Injury.

ACQUIRED BRAIN INJURY BENEFITS

We will pay benefits for the following services in the same manner and subject to the same conditions and limitations as any other covered service when such services are medically necessary as a result of, and related to, an Acquired Brain Injury.

- (a) Cognitive Rehabilitation Therapy;
- (b) Cognitive Communication Therapy;
- (c) Neurocognitive Therapy and Neurocognitive Rehabilitation;
- (d) Neurobehavioral, Neurophysiological, Neuropsychological and Psychophysiological Testing or Treatment;
- (e) Neurofeedback Therapy;
- (f) Remediation; and
- (g) Post-Acute Transition Services or Community Reintegration Services.

EXCLUSIONS

The exclusions, exceptions and limitations shown in the policy or certificate apply to this rider. In applying them, substitute "rider" for "policy" or "certificate".

If your policy or certificate excludes benefits for biofeedback therapy expense, such exclusion will not apply for covered services due to an Acquired Brain Injury.

NONDUPLICATION OF BENEFITS

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

MUTUAL OF OMAHA INSURANCE COMPANY



Corporate Secretary



Mutual of Omaha

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Mutual of Omaha's toll-free telephone number for information or to make a complaint

Claims: 1-800-524-2324
Customer Service: 1-800-524-2324

You may also write to Mutual of Omaha Insurance Company at:

MUTUAL OF OMAHA
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX: 512-475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Mutual of Omaha Insurance Company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become part or condition of the attached document.

M20273_0207

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de la Mutual of Omaha para información o para someter una queja al

Reclamaciones: 1-800-524-2324
Centro de Servicio Para clientes:
1-800-524-2324

Usted también puede escribir a:

MUTUAL OF OMAHA
MUTUAL OF OMAHA PLAZA
OMAHA NE 68175

Puede comunicarse con el departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX: 514-475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con la Mutual of Omaha Insurance Company primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento (TDI).

UNA EST A VISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

The following summary information is required by law to be attached to all life and health insurance policies and annuity contracts issued in the state of Texas.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2005)**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Article 21.28-D.)

It is possible that the Association may not cover your policy in full or in part due to statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**irrespective of the policyholder's residency at policy issue**)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$100,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us