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# YOUR GROUP TERM LIFE BENEFITS

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## FOR RETIREES OF:

**St. Norbert College**

## CLASS(ES):

All Eligible Retired Employees

## REVISION EFFECTIVE DATE:

January 1, 2023

## PUBLICATION DATE:

October 19, 2023

## 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 WISCONSIN.**

### **FOR RESIDENTS OF FLORIDA**

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.**

### **FOR RESIDENTS OF MARYLAND**

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL OF THE BENEFITS REQUIRED BY MARYLAND LAW.

### **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 subjects such person to criminal and civil penalties.

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:

**United of Omaha Life 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.

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the OFFICE OF THE COMMISSIONER OF INSURANCE at its website at <http://oci.wi.gov/>, or by contacting:

**Office of the Commissioner of Insurance**  
**Complaints Department**  
**PO Box 7873**  
**Madison, WI 53707-7873**  
**Phone: 1-800-236-8517; 1-608-266-0103**

**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**

## **UNITED OF OMAHA LIFE INSURANCE COMPANY**

Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175


United of Omaha Life Insurance Company certifies that Group Policy Number GLUG-C6F7 (the Policy) has been issued to St. Norbert College (the Policyholder).

Insurance is provided for Retirees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

  
Chief Executive Officer

  
Corporate Secretary

## SCHEDULE

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

### CLASS(ES)

All Eligible Retired Employees

### LIFE INSURANCE FOR YOU (THE RETIREE)

Your amount of life insurance is an amount equal to 2 times Your Annual Earnings, but in no event less than \$10,000 or more than \$400,000. Your amount of life insurance will be rounded to the next higher multiple of \$1,000.

Your amount of life insurance is subject to any reductions indicated in the Benefit Reductions provision in this Schedule. If You have questions regarding the amount of Your life insurance, You may contact the Policyholder.

### ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOU

Your amount of accidental death and dismemberment (AD&D) insurance is equal to Your amount of life insurance.

Your amount of AD&D insurance is also referred to as the Principal Sum. Your amount of AD&D insurance is subject to any reductions indicated in the Benefit Reductions provision of this Schedule. If You have questions regarding the amount of Your AD&D insurance, You may contact the Policyholder.

### EVIDENCE OF INSURABILITY

Evidence of Insurability is not required for any amount of insurance under the Policy, unless otherwise stated in this Certificate.

### BENEFIT REDUCTIONS

As You grow older, the amount of life and AD&D insurance for You will be reduced according to the following schedule:

| <b>At the Age of:</b> | <b>The Original Amount of Insurance Will Reduce by:</b> |
|-----------------------|---|
| 65 .....              | 35%   |
| 70 .....              | 100%  |

Reductions become effective on the first day of the Policy month that coincides with or follows the day You reach the specified age. Any reduced amount of insurance will round to the nearest dollar.

If You are age 65 or older on the date insurance becomes effective, the amount of life and AD&D insurance for You will be reduced as shown above. Thereafter, the amount of life and AD&D insurance will continue to reduce in accord with the schedule above.

## **ELIGIBILITY**

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

### **DEFINITIONS**

*Actively Eligible, Active Eligibility* means a Retiree is:

- a) eligible for insurance according to the Policyholder's rules of eligibility as approved by Our authorized representative in Our home office; and
- b) eligible for insurance under the Policy in accordance with the terms and conditions of this Eligibility section.

If the Policyholder's rules of eligibility for insurance conflict with any of the terms and conditions of this Eligibility section, the terms and conditions of this Eligibility section shall control. Any changes to the Policyholder's rules of eligibility after the Policy Effective Date will not be effective for purposes of becoming or remaining eligible for insurance under the Policy unless such changes have been approved by Our authorized representative in Our home office.

### **WHEN A RETIREE BECOMES ELIGIBLE FOR INSURANCE**

A Retiree who was covered under a Prior Plan on the day before the Policy Effective Date will be eligible for insurance under the Policy on the Policy Effective Date.

A Retiree who was covered under a Prior Plan immediately prior to retirement and retires on or after the Policy Effective Date becomes eligible for insurance under the Policy on the day of retirement.

The day on which a Retiree becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

### **WHEN INSURANCE BEGINS**

An eligible Retiree will become insured on the day:

- a) the Retiree begins Active Eligibility; or
- b) the Retiree submits a Written Request to enroll for insurance, if applicable.

### **CHANGES TO INSURANCE BENEFITS**

Any allowable change in Your class or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the first day of the month that follows the date of the request or the change.

For any increase in insurance, We will use the Policyholder's records and/or the premium We have received to verify that the amount of insurance being requested is the appropriate insurance amount for which the Insured Person is eligible under the terms of the Policy.

If You are not Actively Eligible on the day any increase in insurance would otherwise take effect, the increase will become effective the first day of the month that follows the day after You return to Active Eligibility.

### **REINSTATEMENT OF INSURANCE**

You may be eligible to reinstate insurance that has ended in accordance with this provision.

Reinstated insurance will take effect on the date You become eligible for insurance. If You are not Actively Eligible on the day the reinstated insurance would otherwise take effect, insurance will become effective on the day after You return to Active Eligibility.

The following reinstatement option(s) is/are available:

### **Transfer From Conversion**

If insurance was obtained under the Conversion provision while a Retiree was not Actively Eligible, insurance may be reinstated up to the amount of insurance that was in effect on the last day of Active Eligibility.

### **WHEN INSURANCE ENDS**

Insurance will end on the earliest of the day:

- a) an Insured Person is no longer eligible for insurance under the Policy;
- b) an Insured Person begins active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less); or
- c) You return to employment with the Policyholder.

Insurance will also end:

- a) on the day the Policy terminates; or
- b) in accordance with the Grace Period provision.

### **NOTICE TO YOU WHEN INSURANCE ENDS**

The Policyholder is required to notify You when insurance under the Policy ends if:

- a) You cease to be eligible for insurance under the Policy; or
- b) the Policy is discontinued and is not replaced by another policy or plan with no interruption in coverage.

Notice shall be provided within 15 days from the date insurance ends for You, and shall include information about any options available to continue or obtain insurance.

### **EXCEPTIONS TO WHEN INSURANCE ENDS**

If insurance for You would otherwise end, You may be able to continue or obtain insurance under the Conversion provision.

### **CONVERSION**

This provision allows for conversion of life insurance. Conversion insurance is not available for accidental death and dismemberment insurance.

#### **When Membership Ends or the Amount of Insurance Reduces**

If group life insurance ends because Your membership in a class (as shown under Class(es) on the Schedule) ends or Your benefit amount reduces, You may apply for an individual policy of life insurance other than term insurance ("Conversion Policy").

The Conversion Policy issued under this provision will be:

- a) any type of individual policy of life insurance then customarily issued by Us for purposes of conversion, except term insurance; and
- b) issued without any supplemental benefits.

Premium shall be based on the standard premium rate for the Conversion Policy according to the amount of insurance, class of risk, gender and age of the applicant on the date the Conversion Policy takes effect.

The Conversion Policy will become effective on the later of the date of issue or 31 days after the date insurance under the Policy ended or was reduced.



**When the Policy or a Class Terminates**

You may apply for a Conversion Policy if insurance under the Policy ends due to termination of the Policy or termination of Your class (as shown under Class(es) on the Schedule), provided You have been insured under the Policy or any Prior Plan for at least 5 consecutive years.

The Conversion Policy issued under this provision will be:

- a) any type of individual policy of life insurance then customarily issued by Us for purposes of conversion, except term insurance;
- b) issued without any supplemental benefits;
- c) for an amount of life insurance that does not exceed the lesser of:
  - 1. \$10,000; or
  - 2. the amount of insurance that ended under the Policy less the amount of any other group life insurance for which the applicant becomes eligible within 31 days after insurance under the Policy ended.

Premium shall be based on the standard premium rate for the Conversion Policy according to the amount of insurance, class of risk, gender and age of the applicant on the date the Conversion Policy takes effect.

The Conversion Policy will become effective on the later of the date of issue or 31 days after the date insurance under the Policy ended or was reduced.

**Notice of the Right to Obtain Insurance Under this Provision**

The conversion period is the period of time that is 31 days from the date insurance under the Policy ends or reduces ("Conversion Period"). When insurance ends under the Policy, notice of the right to convert may be given. If notice is not given at least 15 days after the start of the Conversion Period, an extension of the period of time in which to apply for a Conversion Policy will be allowed. Any extension will expire on the earlier of:

- a) 15 days after notice has been received; or
- b) 60 days after the end of the Conversion Period, even if notice is not received.

If You are entitled to obtain a Conversion Policy and die within 31 days after insurance under the Policy ends or reduces, We will pay the amount of life insurance which could have been converted, even if You did not apply for a Conversion Policy.

**How to Request Insurance Under this Provision**

Insurance is available without providing Evidence of Insurability. You must submit a Written Request for a Conversion Policy. The Written Request and the initial premium due must be submitted to Us within the Conversion Period.

**Conversion Insurance and Your Return to Active Eligibility**

If You are issued a Conversion Policy and again become eligible for insurance under the Policy, insurance under the Policy will become effective (subject to all eligibility requirements) only if any Conversion Policy(ies) is/are surrendered to Us.

## **PREMIUM PAYMENTS**

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

### **OPTIONS FOR PAYMENT OF PREMIUM FOR CONTINUED INSURANCE**

When insurance is continued We must receive premium payment when due for insurance to remain effective, unless otherwise stated or allowed in the Policy. Premium payment may be made in the following ways:

- a) the Policyholder may pay the premiums; or
- b) You may pay premium to the Policyholder who will then submit premium to Us.

Contact the Policyholder to determine which option is available to You.

Payment of premium does not guarantee eligibility for coverage.

### **GRACE PERIOD**

All premiums must be paid within the grace period. There is a grace period of 31 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

### **PREMIUM CHANGES**

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request if You are responsible for the payment of premiums for insurance.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, or a change in the amount of insurance as the result of a request of the Policyholder, the Policyholder will provide You with notice of the change at least 15 days prior to the date of the change if You are responsible for the payment of premiums for insurance.

Premium amounts will change if:

- a) You reach an age at which benefits are reduced as described in the Benefit Reductions provision in the Schedule; or
- b) premium rates under the Policy are changed.

## **LIFE INSURANCE BENEFITS**

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

### **BENEFITS**

In the event of death while insured under the Policy, We will pay the amount of life insurance in effect at the time of death for You. Benefits payable by reason of Your death will be paid to Your beneficiary.

### **BENEFICIARY DESIGNATION**

At the time You elect(ed) insurance under the Policy or any Prior Plan, a beneficiary should be designated. Beneficiary records will be kept by the Policyholder, Plan Administrator or the office where beneficiary records for the Policy are kept. The most current beneficiary designation in effect under a Prior Plan will be accepted as a beneficiary designation under the Policy.

If You have not designated a beneficiary, or no beneficiary survives You, in the event of Your death, benefits will be paid to:

- a) Your surviving Spouse; if none, then to
- b) Your surviving natural and/or adopted child(ren), in equal shares; if none, then to
- c) Your surviving parent(s), in equal shares; if none, then to
- d) Your estate.

Certain states are community property states. If You live in a community property state and You designate someone other than Your Spouse as a beneficiary, state law may require that Your Spouse consent to such designation. If You do not obtain Your Spouse's consent to the designation, then such designation may not be effective. Community property states as of the Policy Effective Date include: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

### **BENEFICIARY CHANGE**

Your beneficiary may be changed, subject to any restrictions or limitations in the Policy. To make a change, a Written Request should be provided to the Policyholder, Plan Administrator or to the office where beneficiary records for the Policy are kept. If You do not know where the records are kept, then You may send the Written Request to Us. When received by the Policyholder, the change will take effect as of the date the Written Request is signed. The change will not apply to any payments or other action taken by Us before the Written Request was received.

### **FACILITY OF PAYMENT**

We may pay an amount of up to \$1,000 to any person or entity that has incurred expenses related to Your death and subsequent burial. An amount, if paid, will be deducted from the amount of life insurance benefits payable.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS RIDER

This rider is made a part of group Policy GLUG-C6F7. It is subject to all of the Policy provisions which are not inconsistent with the provisions of this rider.

This rider is effective the later of January 1, 2023 or the day You become insured under the Policy.

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

### DEFINITIONS

*Accident* means an external, 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, or 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.

*Intoxicated* means having a blood alcohol level, at the time of the Accident, which 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 Severance of at least four whole fingers from one hand or Severance of the foot 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 total and permanent loss of sight of the eye which cannot be corrected by any means.

*Loss of Speech* means total and permanent loss of audible communication which cannot be corrected by any means.

*Loss of a Thumb and Index Finger* means Severance at or proximal to the metacarpophalangeal joints (the joints that connect the fingers and the hand).

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

*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. If this trip is made on a private aircraft, then the aircraft must:

- a) have a current and valid Federal Aviation Administration of the United States (FAA) standard airworthiness certificate; and
- b) be operated by a person holding a current and valid FAA pilot's certificate authorizing him or her to operate the aircraft.

### EXPOSURE AND DISAPPEARANCE

An Insured Person will be presumed to have died, for the purposes of accidental death and dismemberment insurance, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- a) the Insured Person disappears;
- b) the Insured Person's body is not found; and
- c) a valid death certificate is issued by a court of appropriate jurisdiction.

## BENEFITS

### Basic Benefits

In the event of a loss while insured under the Policy, We will pay accidental death and dismemberment benefits based upon the amount of the Principal Sum in effect at the time of the loss for You. Benefits for Your insurance will be payable to You or to the beneficiary for life insurance under the Policy.

If an Insured Person is Injured or dies as a result of an Accident, We will pay the benefit shown in the following Table. If an Accident causes more than one loss shown in the Table, We will pay only the largest benefit.

**Accidental Death and Dismemberment Benefits Table (the "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 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 Speech and Hearing (both ears)       | Principal Sum            |
| Loss of Entire Sight of One Eye              | One-half Principal Sum   |
| Loss of Speech or Hearing (both ears)        | One-half Principal Sum   |
| Loss of One Hand or One Foot                 | One-half Principal Sum   |
| Loss of Thumb and Index Finger of same Hand  | One-fourth Principal Sum |

## 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 or armed aggression;
- 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) is not permanent, unless specifically provided;
- f) occurs more than 365 days after the Injury;
- g) does not result from an Accident;
- h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- i) results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving, unless riding as a passenger in a commercial aircraft on a regularly-scheduled flight or while You are Traveling on Business of the Policyholder;
- j) results from an Injury received while riding in any aircraft engaged in:
  1. racing;
  2. endurance tests;
  3. acrobatic or stunt flying;

- k) is caused by the Insured Person, and is a result of Injuries received while under the influence of any controlled drug, unless administered on the advice of a Physician;
- l) is caused by the Insured Person and is a result of Injuries the Insured Person receives while voluntarily Intoxicated.

**UNITED OF OMAHA LIFE INSURANCE COMPANY**

  
Corporate Secretary

## **PAYMENT OF CLAIMS**

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

### **CLAIM FORMS**

Before benefits are paid, We must be given written proof of loss as described in this section.

### **HOW TO OBTAIN PLAN BENEFITS**

Forward the completed claim form to:

Benefits Administrator  
St. Norbert College  
100 Grant St  
De Pere, Wisconsin 54115

### **CLAIM ASSISTANCE**

For assistance with filing a claim or an explanation of how a claim was paid, contact:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

### **PROOF OF LOSS**

The Insured Person or the beneficiary has 90 days from the date of loss to furnish Us with a completed claim form and other information needed to prove loss. Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the date of loss, unless the Insured Person or the beneficiary is not legally capable.

We may occasionally require an Insured Person to be examined by a Physician of Our choice to assist in determining whether benefits are payable. 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.

### **PAYMENT OF CLAIMS**

Benefits will be paid after We receive acceptable written proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but which is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays; and
- d) other diagnostic aids.

Benefits will be paid to the Insured Person or the beneficiary in accord with the Life Insurance Benefits section and/or Accidental Death and Dismemberment Benefits Rider.

## **MODE OF PAYMENT**

Life insurance benefits will be available in one lump sum. Accidental death and dismemberment benefits will be available in one lump sum unless otherwise indicated in the Accidental Death and Dismemberment Benefits Rider.

## **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We will have the right to a refund from You or the recipient of benefits.

We also have a right to recover any payments due to:

- a) fraud or misrepresentation; or
- b) any error We make in processing a claim.

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

## **AUTHORITY TO INTERPRET POLICY**

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured Person or any other third party. Our interpretation of the Policy as to the amount of benefits and eligibility shall be binding and conclusive on all persons.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, Mutual of Omaha Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

The Insured Person or beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, the Insured Person or beneficiary's claim for benefits is denied or ignored, in whole or in part, the Insured Person or beneficiary may file suit and a court will review the Insured Person or beneficiary's eligibility or entitlement to benefits under the Policy.

The Policyholder, as Plan sponsor, agrees that the Policyholder retains full responsibility for the legal and tax status of its benefits program and releases Us from all responsibility for the reporting and the employment-based design of the program and from all other responsibilities not accepted in writing by Our authorized representative in Our home office.



## **CLAIM REVIEW AND APPEAL PROCEDURES FOR LIFE AND 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**

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

### **INSURANCE CONTRACT**

The insurance contract consists of:

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

Statements in an application are considered representations and not warranties. We will not use any statements in an Insured Person's application to deny a claim or to contest the validity of this insurance unless We provide You or Your beneficiary with a copy of that application.

### **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 Our authorized representative in Our home office.

A change may affect any class of Insured Persons included in the Policy.

### **INCONTESTABILITY**

We will not use any statements in an Insured Person's application to contest the validity of this insurance after it has been in-force during the lifetime of the Insured Person for two years.

### **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, unless otherwise required by state law in Your state of residence.

## GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout the Policy.

*Annual Earnings* means Your gross annual earnings received from the Policyholder and in effect immediately prior to the date of Your retirement, as determined by the Policyholder and verified by the premium received by Us.

Your annual earnings include Your contributions to deferred compensation plans.

Your annual earnings do not include commissions, bonuses, overtime pay, other extra compensation, shift differential, or the Policyholder's contributions to deferred compensation plans.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Evidence of Insurability* means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by Us.

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

*Injured* means the occurrence of an Injury.

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

*Our, We, Us* means United of Omaha Life Insurance Company.

*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 nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;
- c) a physician in training; or
- d) You, Your Spouse or a child, brother, sister or parent of You or Your Spouse or any person who lives with You.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group life insurance plan.

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

*Policy Anniversary* means January 1 of each Policy Year.

*Policy Effective Date* means January 1, 2023.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

*Prior Plan* means any policy or plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

*Retiree* means a former employee of the Policyholder who is a citizen or permanent resident of the United States and is shown on the census provided to Us on the Policy Effective Date.

*Schedule* means the section of the Certificate identified as the “Schedule”.

*Sickness* means a disease, disorder or condition that requires treatment by a Physician.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by applicable federal law, state law, or law of the county, city or local government in Your jurisdiction of residence. A spouse may include Your same sex or opposite sex domestic or civil union partner or equivalent if:

- a) You submit to the Policyholder a written declaration of partnership signed by You and Your partner in a form acceptable to Us; or
- b) You submit evidence acceptable to Us that all applicable requirements of the jurisdiction in which you reside regarding the establishment of a domestic or civil union partnership have been met; or
- c) You and Your partner satisfy the Policyholder’s requirements for such partnerships.

*Written Request* means a request that is signed, dated and submitted to the Policyholder or Us. The request must be on a form We supply or be in a form and content acceptable to Us.

*You, Your, Insured Person* means the Retiree who is insured under the Policy.

**Group Term Life Benefits**

**St. Norbert College**

**Group Number: G000C6F7**

**United of Omaha Life Insurance Company**

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

