
**YOUR GROUP
LONG-TERM DISABILITY
BENEFITS**

Douglas County

Revised April 1, 2006

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AS
PROVIDED UNDER
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**LONG TERM DISABILITY BENEFITS
AS
PROVIDED UNDER
ADMINISTRATIVE SERVICE AGREEMENT**

GMSI-6514

HOW TO OBTAIN PLAN BENEFITS

This section of the booklet describes your employer's Employee Benefits Plan.

Long-Term Disability Benefits are administered in accord with your employer's self-funded Plan of Benefits. Claims are paid in accord with an Administrative Service Agreement between Mutual Of Omaha Insurance Company and your employer.

Forward your completed claim form to:

Douglas County Employee Benefits
1819 Farnam Street
Suite LC2
Omaha, NE 68183

CLAIM ASSISTANCE

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

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

When contacting Mutual of Omaha please have your plan number available. Your plan number is GMSI-6514.

SELF-FUNDED PLAN COVERAGE

Long-Term Disability Benefits are self-funded for Douglas County. Claims are administered in accord with Administrative Service Agreement No. GMSI-6514 between Mutual of Omaha Insurance Company and Douglas County.

Coverage is provided for certain employees as described in this booklet.

The coverage described in this section of the booklet are subject to the terms and conditions of the Plan Document. In the event of any conflict with the provisions outlined in this booklet and those in the Plan Document, the provisions of the Plan Document will prevail.

The coverage is effective only if you are eligible for the coverage, become covered and remain covered as described in this booklet.

LONG-TERM DISABILITY DEFINITIONS

When used in the Plan or Your Booklet:

Current Earnings means any actual gross monthly income at Your own occupation or any occupation while You are eligible to receive a Monthly Benefit. If Your Current Earnings routinely fluctuate from month to month, Mutual of Omaha will average Your Current Earnings over the most recent 3 months to determine if Your claim should continue.

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

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

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your disability. A hospital does not include a hospital or institution or part of a hospital 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.

Injury means an accidental bodily injury which requires treatment by a Physician.

Mental Disorders means any condition or disease, regardless of its cause, listed in the most recent edition of the **International Classification of Diseases** as a Mental Disorder. Not included in this definition are conditions or diseases specifically excluded from coverage, as well as any conditions or diseases related to Alcohol and Drug Abuse.

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

Physician means any of the following licensed practitioners:

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

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

Recurrent Disability means a Total which is related to or due to the same cause(s) of a prior disability for which You received a monthly benefit under the Plan.

Regular Care means You visit a Physician as frequently as is medically required, according to standard medical practice, to effectively manage and treat Your disabling condition. You must be receiving appropriate treatment and care by a Physician whose specialty or experience is appropriate for Your disabling condition.

Retirement Benefit, when used with the term retirement plan, means money which:

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

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

An Employer's Retirement Plan will include any retirement plan:

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

Plan Change means a provision added to the plan or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, including pregnancy, which requires treatment by a Physician.

Total Disability and **Totally Disabled**, for other than a **pilot**, means that because of an Injury or Sickness:

- (a) You are unable to perform all of the material duties of Your regular occupation on a full-time basis; and
- (b) You are unable to generate Current Earnings which exceed 20% of Your Basic Monthly Earnings due to that same Injury or Sickness; and
- (c) after a Monthly Benefit has been paid for 2 years, You are unable to perform all of the material duties of any gainful occupation for which You are reasonably fitted by training, education or experience.

NOTE: Regular occupation, as used above, means a collective description of individual jobs as defined by the United States Department of Labor Dictionary of Occupational Titles. Such jobs are considered to belong to a given occupation due to similar job characteristics, requirements and qualifications. Material duties, as used above, means duties that are normally required for the performance of Your regular occupation, and cannot be reasonably omitted or modified. Total Disability is determined by Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

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

We, Our, Us means Douglas County.

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

EMPLOYEE ELIGIBILITY

Eligible Employees

You are eligible on the day following the completion of five years' continuous active employment with Us.

You are eligible as long as:

- (a) You are a regular full-time employee of Us;
- (b) You are and continue to be actively employed; and
- (c) You receive compensation for Your work from Us for Your work for Us.

Eligible employees shall not include seasonal or temporary employees.

NOTE: If You were eligible for coverage under the prior group plan but did not elect coverage, You may enroll in this Plan if You provide evidence of good health. If evidence is acceptable to Mutual of Omaha, Mutual of Omaha will determine the date coverage begins.

Active Employment and Actively Employed means working more than 20 hours a week at Your:

- (a) regular job; and
- (b) customary place of employment or other location to which You must travel to perform Your regular job.

When Your Coverage Begins

You will become covered on the day You become eligible, provided You are actively at work on that day. If You are not actively at work, Your coverage will begin on the day You return to active work.

Exceptions

1. If Your coverage begins on the day:

- (a) You are on a regular paid day of vacation; or
- (b) such day is a regular nonworking day;

You will still be considered actively at work if You were available for work on the last preceding regular workday.

2. If You do not report to work on the day Your coverage is to begin, You will be considered actively at work if You are available for work on that day.

3. If Your customary place of employment is at Your home, You will be considered actively at work if You are not confined on that day (as described in the Confinement Rule).

Confinement Rule

If You are:

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

coverage will begin on the day after such confinement ends.

If You are not:

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

coverage will begin on the day You return to active work.

Amount of Coverage

The amount of coverage for Your classification is shown in the Schedule.

Changes in Your Classification or in the Amount of Your Coverage

Any changes in Your classification or coverage will take effect the day of the change, provided You are actively at work on that day. If You are not actively at work, the following conditions will apply.

1. If the change involves an increase in coverage, the change will not take effect until the day You return full-time to Your regular job.
2. If the change involves a decrease in coverage, the change will take effect on the day of the change.

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

When Your Coverage Ends

Your coverage will end at midnight on the earliest of:

- (a) the day the plan ends;
- (b) the day any premium for Your coverage is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day you attain age 59 ½ (unless receiving a LTD disability payment); or
- (e) the day You are no longer eligible under the plan.

Except as specifically required by State and/or Federal law, You will no longer be eligible when:

- (a) You resign or are retired;
- (b) You go on strike;
- (c) You are dismissed, laid off, locked out or are not working because of a work stoppage;

- (d) You are suspended and if the Employee is not back to work in a specified period of time;
- (e) You are no longer in an eligible class;
- (f) You do not satisfy:
 - (1) the requirements for hours worked; or
 - (2) any other eligibility conditions in the plan.

Continuation of Coverage During Disability

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

Continuity of Coverage Upon Transfer of Coverage Carriers

Failure to Be in Active Employment

Due to Injury or Sickness

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

- (a) were insured with the prior carrier at the time of transfer; and
- (b) are not actively employed due to Injury or Sickness.

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

THE DEFINITIONS, GENERAL EXCLUSIONS AND PLAN CHANGES ARE VERY IMPORTANT PARTS OF YOUR PLAN. PLEASE READ THOSE PAGES CAREFULLY.

SCHEDULE

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

Classification

All eligible employees

For You LONG-TERM DISABILITY BENEFITS

Elimination Period

The Elimination Period is 180 calendar days.

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

- (a) a period of Total Disability will be treated as continuous during the Elimination Period unless Totally Disability stops for more than 60 accumulated days; and
- (b) days You are not Totally Disabled will not be used to satisfy the Elimination Period.

For the purposes of satisfying the Elimination Period, any day You return to work for more than four (4) hours will not be considered a day of Total Disability. However, if You return to work but are only able to work four (4) hours or less as a result of a Sickness or Injury related to Your Total Disability, those days will be considered:

- (a) one-half day of Total Disability toward satisfying the Elimination Period; and
- (b) one-half day of not being Totally Disabled in determining the number of days the Total Disability stopped during the Elimination Period.

Definition

Basic Monthly Earnings means Your gross income from Us for the most recent January 1 to January 1 time period immediately prior to your Total Disability.

Monthly Benefit

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

- (a) 70% of Your Basic Monthly Earnings, less Other Income Benefits, except any income benefits for which Your spouse or any children are eligible for under the United States Social Security Act or any other similar plan or act not included in Other Income Benefits; or
- (b) the **Maximum Monthly Benefit**. The **Maximum Monthly Benefit** is \$7,500, less any Other Income Benefits.

Your Monthly Benefit will never be less than \$50.

Other Income Benefits

Other Income Benefits are the following:

1. The amount for which You are eligible under:
 - (a) a workers' or workmen's compensation law;
 - (b) an occupational disease law; or
 - (c) any other act or law of like intent.
2. The amount of disability income benefits for which You are eligible under any compulsory benefit act or law, not including any automobile No Fault plan, except where required by law.
3. The amount of any disability income benefits for which You are eligible under:
 - (a) any other group coverage plan including group disability benefits for:
 - (1) Association Plans;
 - (2) Fraternal Benefit Plans; or
 - (3) Union Plansthat are in any way endorsed, promoted or facilitated by Us; or
 - (b) any governmental retirement system as a result of Your job with Us.
4. The amount of Retirement Benefits You are eligible to receive under the Our Retirement Plan. Benefits payable before the plan's normal retirement age (or age 62, if later) are considered Other Income Benefits only if You voluntarily elect to receive these benefits.
5. The amount of disability or Retirement Benefits under the United States Social Security Act or any similar plan or act, as follows for:
 - (a) disability benefits for which You are eligible; or
 - (b) Retirement Benefits You receive.

These other income benefits, except Retirement Benefits, must be payable as a result of the same disability for which Douglas County pays a benefit.

Item 5.(b) will not apply to disabilities which begin after age 70, if You are already receiving Social Security Retirement Benefits while continuing to work beyond age 70.

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

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

The monthly benefit will be reduced by the estimated amount. But these benefits will not be estimated provided that You:

- (a) apply for benefits under item 5.(a); and
- (b) request and sign Mutual's Indemnity Agreement.

This agreement states that You promise to repay Mutual an overpayment caused by an award received under item 5.(a).

If benefits have been estimated, the monthly benefit will be adjusted when Mutual receives proof:

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

In the case of (b) above, a lump sum refund of the estimated amounts will be made.

After the first deduction for each of the other income benefits, Mutual will not further reduce Your monthly benefit due to any cost of living increases payable under these other income benefits.

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

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

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

- 6. Any formal salary continuation, sick leave benefits, or severance pay for which You are eligible or that You are receiving from Us.

Exceptions

Your monthly benefit will not be reduced by the following:

- 1. Individual disability coverage.
- 2. Social Security Cost of Living increases.
- 3. Early Retirement Benefits for which You are eligible under the Federal Social Security Act and do not receive.
- 4. Deferred compensation.
- 5. Savings and investment accounts, whether individually purchased or provided or sponsored by Us, such as:
 - (a) Individual Retirement Account (IRA);
 - (b) Stock Option Plans;
 - (c) Thrift or Saving Plans (e.g. 401k);
 - (d) Tax Sheltered Annuity (TSA) under IRC Section 403 (b); or
 - (e) Keogh Plans.
- 6. Credit or mortgage disability coverage.
- 7. No-fault disability benefits, except where We are required by law to integrate.
- 8. Loss of time awards and settlements involving liability coverage or court actions.
- 9. Government or military pensions.

- 10. Disabled veterans benefits.
- 11. Disability benefits from the following plans purchased as individual coverage, that are not endorsed, promoted or facilitated by Douglas County:
 - (a) Association Plans;
 - (b) Fraternal Benefit Plans; or
 - (c) Union Plans.
- 12. Retirement Benefits attributable to Your contributions.
- 13. Any informal salary continuation, sick leave benefits, or severance pay.
- 14. Benefits received under the Federal Social Security act by Your spouse or children under the age of 18.

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

Maximum Benefit Period

If You are Totally Disabled because of an Injury or Sickness, Douglas County will pay in accordance with the following. However, disabilities resulting from a Mental Disorder will be paid in accordance with any Mental Disorder Limitation shown in this **Schedule**.

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
61 or Younger	To age 65
62.....	3 ½ Years
63.....	3 Years
64.....	2 ½ Years
65.....	2 Years
66.....	1 ¾ Years
67.....	1 ½ Years
68.....	1 ¼ Years
69 and After	1 Year

Mental Disorder Limitation

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

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

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

In no event will benefits for Mental Disorders be payable beyond the Maximum Benefit Period as previously shown.

LONG-TERM DISABILITY BENEFITS

Benefits

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

- (a) the day You are no longer Totally Disabled;
- (b) the day You die;
- (c) the end of the Maximum Benefit Period shown in the Schedule;
- (d) the day You fail to provide Douglas County satisfactory proof of continuous Total Disability and/or any Current Earnings;
- (e) the day You fail to comply with Mutual's request to be examined by a Physician and/or vocational rehabilitation expert of their choice;
- (f) the day You are able to work and earn between 20% and 80% of Your Basic Monthly Earnings and choose not to;
- (g) the day You are able to generate Current Earnings which exceed 80% of Basic Monthly Earnings; or

Recurrent Disability

A Recurrent Disability will be treated as part of the prior disability if, after receiving Total Disability benefits under the plan, You return to Your regular occupation, or another gainful occupation, on a full-time basis for less than six months in which case You will not need to satisfy another Elimination Period.

If You return to Your regular occupation, or another gainful occupation, on a full-time basis for six months or more, a recurrent disability will be treated as a new period of Total Disability. You must then satisfy another Elimination Period.

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

Survivor Benefit

Mutual will pay a **Survivor Benefit** to Your **Eligible Survivor** when Mutual receives proof that You died:

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

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

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

The **Survivor Benefit** will be an amount equal to 3 times Your Monthly Benefit for the month prior to Your death.

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

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

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

General Exclusions

We will not pay for any Total Disability:

- (a) during which You are not under the regular care and attendance of a Physician providing appropriate treatment in accordance with the Injury or Sickness that caused the Total Disability;
- (b) which results from Your service in the Armed Forces, National Guard or Reserves of any state or country;
- (c) which results from an act of declared or undeclared war or armed aggression;
- (d) which results from Your participation in a riot or in the commission of a crime;
- (e) while You are incarcerated in any penal or correctional institution; or
- (f) which results, whether You are sane or insane, from:
 - (1) an intentionally self-inflicted injury or sickness; or
 - (2) attempted suicide;
- (g) that is solely a result of a loss of a professional license, occupational license or certification; or
- (h) which results from Mental Disorders, except as specifically provided.

PAYMENT OF CLAIMS

How To File Claims

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

Proof of Loss Requirements

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

This request should be made:

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

When Your request is received, You will be sent a claim form for filing proof of loss. If the claim form is not received within 15 days of Your request, You can meet the Proof of Loss requirement by giving Mutual a written statement of what happened. Such statement should include:

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

How Claims are Paid

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

Benefits will be paid to you, except benefits due but unpaid at your death may be paid, at our option, to:

- (a) any member of your family; or

- (b) your estate.

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

Examination

We sometimes require that a claimant be examined by a Physician or vocational rehabilitation expert chosen by the Claims Administrator. You will not be required to pay for these examinations. No more than a reasonable number will be required.

Overpayments

Douglas County has the right to recover any overpayments due to:

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

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

Mutual will not recover more money than the amount Mutual paid you.

APPEAL RIGHTS
(Disability)
(As Federally Mandated)

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

Opportunity To Request An Appeal

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

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

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

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

The request for an appeal should include:

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

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

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

Mutual of Omaha's Response To An Appeal

Once Your request for an appeal is received a response will be sent no later than 45 days, unless additional information is requested. If additional information is requested, the following extensions apply:

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

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

When Mutual makes a determination You will be provided with:

- (a) information regarding Our decision; and

- (b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights and rights of appeal pursuant to the Douglas County Employees' Retirement Plan.

STANDARD PROVISIONS

Changes in the Plan Benefits

Plan benefits may be changed (including reducing or terminating benefits or increasing contribution) any time.

A change in the plan benefits:

- (a) does not require the consent of any covered person or beneficiary; and
- (b) must be in writing.

A change may affect any class of covered persons, including retirees if retired coverage is included in the Plan.

Applications

Any application of a covered person may be used to contest the validity of coverage, reduce coverage or deny a claim. We must first furnish you or your beneficiary with a copy of that application. A person's application may not be used to contest or reduce coverage which has been in force for two years or more during that person's lifetime. However, if you or your dependent is not eligible for coverage, there is no time limit on Our right to contest coverage or deny a claim.

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

**LONG TERM DISABILITY BENEFITS
AS
PROVIDED UNDER
FULLY INSURED POLICY**

GMTD-6514

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Douglas County Employee Benefits
1819 Farnam Street
Suite LC2
Omaha, NE 68183

CLAIM ASSISTANCE

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

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

When contacting the Company please have your policy number available. Your policy number is GMTD-6514.

CERTIFICATE OF INSURANCE

MUTUAL OF OMAHA INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

Mutual of Omaha Insurance Company certifies that Group Policy No(s). GMTD-6514 (policy) has been issued to Douglas County (Policyholder).

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

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

This Certificate replaces any previous Certificate issued under the Policy.

MUTUAL OF OMAHA INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

LONG-TERM DISABILITY DEFINITIONS

When used in the policy or Your Certificate-Booklet:

Current Earnings means any actual gross monthly income at Your own occupation or any occupation while You are eligible to receive a Monthly Benefit. If Your Current Earnings routinely fluctuate from month to month, We will average Your Current Earnings over the most recent 3 months to determine if Your claim should continue.

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

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your disability. A hospital does not include a hospital or institution or part of a hospital 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.

Injury means an accidental bodily injury which requires treatment by a Physician.

Mental Disorders means any condition or disease, regardless of its cause, listed in the most recent edition of the **International Classification of Diseases** as a Mental Disorder. Not included in this definition are conditions or diseases specifically excluded from coverage, as well as any conditions or diseases related to Alcohol and Drug Abuse.

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

Physician means any of the following licensed practitioners:

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

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

Recurrent Disability means a Total Disability which is related to or due to the same cause(s) of a prior disability for which You received a monthly benefit under the policy.

Regular Care means You visit a Physician as frequently as is medically required, according to standard medical practice, to effectively manage and treat Your disabling condition. You must be receiving appropriate treatment and care by a Physician whose specialty or experience is appropriate for Your disabling condition.

Retirement Benefit, when used with the term retirement plan, means money which:

- (a) is payable under a retirement plan either in a lump sum or in the form of periodic payments;
- (b) does not represent contributions made by You; and

(*****)

(c) is payable upon:

- (1) early or normal retirement; or
- (2) disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

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

An Employer's Retirement Plan will include any retirement plan:

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

Rider means a provision added to the policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, including pregnancy, which requires treatment by a Physician.

Total Disability and **Totally Disabled**, shall be defined as that period of time during which a person is unable to perform each and every duty of their occupation. However, if the disability continues for more than 24 months it shall be defined thereafter as that period during which the person is unable to engage in any and every occupation or business for compensation or profit for which they are reasonably fitted by education training or experience.

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

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

EMPLOYEE ELIGIBILITY

Eligible Employees

You are eligible following the day you have been receiving Long Term Disability Benefits paid out under Administrative Service Agreement No. GMSI-6514 for a total of 60 months.

NOTE: The accumulation of the above mentioned 60 months begins on the first day of the calendar month following the first day of disability.

You are eligible as long as:

- (a) You are a regular full-time employee of Us;
- (b) You are and continue to be actively employed; and
- (c) You receive compensation for Your work from Us for Your work for Us.

Eligible employees shall not include seasonal or temporary employees.

Changes in Your Classification or in the Amount of Your Coverage

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

When Your Insurance Ends

Your insurance will end at midnight on the earliest of:

- (a) the day the policy ends;
- (b) the day any premium for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day you attain age 59 ½ (unless receiving a LTD disability payment); or
- (e) the day You are no longer eligible under the policy.

Except as specifically required by State and/or Federal law, You will no longer be eligible when:

- (a) You resign or are retired;
- (b) You are no longer in an eligible class;
- (c) You do not satisfy any other eligibility condition in the policy.

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

SCHEDULE

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

Classification

All eligible employees

For You LONG-TERM DISABILITY BENEFITS

Definition

Basic Monthly Earnings means Your gross income from Us for the most recent July 1 to July 1 time period immediately prior to your Total Disability.

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

- (a) 70% of Your Basic Monthly Earnings, less Other Income Benefits, except any income benefits for which Your spouse or any children are eligible for under the United States Social Security Act or any other similar plan or act not included in Other Income Benefits; or
- (b) the **Maximum Monthly Benefit**. The **Maximum Monthly Benefit** is \$7,500, less any Other Income Benefits.

Your Monthly Benefit will never be less than \$50.

Other Income Benefits

Other Income Benefits are the following:

1. The amount for which You are eligible under:
 - (a) a workers' or workmen's compensation law;
 - (b) an occupational disease law; or
 - (c) any other act or law of like intent.
2. The amount of disability income benefits for which You are eligible under any compulsory benefit act or law, not including any automobile No Fault policy, except where required by law.
3. The amount of any disability income benefits for which You are eligible under:
 - (a) any other group insurance plan including group disability benefits for:
 - (1) Association Plans;
 - (2) Fraternal Benefit Plans; or
 - (3) Union Plansthat are in any way endorsed, promoted or facilitated by the Policyholder; or

- (b) any governmental retirement system as a result of Your job with the Policyholder.
- 4. The amount of Retirement Benefits You are eligible to receive under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age (or age 62, if later) are considered Other Income Benefits only if You voluntarily elect to receive these benefits.
- 5. The amount of disability or Retirement Benefits under the United States Social Security Act or any similar plan or act, as follows for:
 - (a) disability benefits for which You are eligible;
 - (b) Retirement Benefits You receive.

These other income benefits, except Retirement Benefits, must be payable as a result of the same disability for which We pay a benefit.

Item 5.(b) will not apply to disabilities which begin after age 70, if You are already receiving Social Security Retirement Benefits while continuing to work beyond age 70.

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

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

The monthly benefit will be reduced by the estimated amount. But these benefits will not be estimated provided that You:

- (a) apply for benefits under item 5.(a); and
- (b) request and sign Our Indemnity Agreement.

This agreement states that You promise to repay Us an overpayment caused by an award received under item 5.(a).

If benefits have been estimated, the monthly benefit will be adjusted when We receive proof:

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

In the case of (b) above, a lump sum refund of the estimated amounts will be made.

After the first deduction for each of the other income benefits, We will not further reduce Your monthly benefit due to any cost of living increases payable under these other income benefits.

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

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

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

6. Any formal salary continuation, sick leave benefits, or severance pay for which You are eligible or that You are receiving from the Policyholder.

Exceptions

Your monthly benefit will not be reduced by the following:

1. Individual disability insurance.
2. Social Security Cost of Living increases.
3. Early Retirement Benefits for which You are eligible under the Federal Social Security Act and do not receive.
4. Deferred compensation.
5. Savings and investment accounts, whether individually purchased or provided or sponsored by the Policyholder, such as:
 - (a) Individual Retirement Account (IRA);
 - (b) Stock Option Plans;
 - (c) Thrift or Saving Plans (e.g. 401k);
 - (d) Tax Sheltered Annuity (TSA) under IRC Section 403 (b); or
 - (e) Keogh Plans.
6. Credit or mortgage disability insurance.
7. No-fault disability benefits, except where We are required by law to integrate.
8. Loss of time awards and settlements involving liability insurance or court actions.
9. Government or military pensions.
10. Disabled veterans benefits.
11. Disability benefits from the following plans purchased as individual coverage, that are not endorsed, promoted or facilitated by the Policyholder:
 - (a) Association Plans;
 - (b) Fraternal Benefit Plans; or
 - (c) Union Plans.
12. Retirement Benefits attributable to Your contributions.
13. Any informal salary continuation, sick leave benefits, or severance pay.
14. Benefits received under the Federal Social Security act by Your spouse or children under the age of 18.

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

Maximum Benefit Period

If You are Totally Disabled because of an Injury or Sickness, Mutual of Omaha will pay in accordance with the following. However, disabilities resulting from a Mental Disorder will be paid in accordance with any Mental Disorder Limitation shown in this **Schedule**.

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
61 or Younger	To age 65
62.....	3 ½ Years
63.....	3 Years
64.....	2 ½ Years
65.....	2 Years
66.....	1 ¾ Years
67.....	1 ½ Years
68.....	1 ¼ Years
69 and After	1 Year

Mental Disorder Limitation

If You are Totally Disabled because of a Mental Disorder, Your benefit will be limited to 24 months while covered under this policy and Administrative Service Agreement No. GMSI-6514, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during such confinement.

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

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

In no event will benefits for Mental Disorders be payable beyond the Maximum Benefit Period as previously shown.

LONG-TERM DISABILITY BENEFITS

Benefits

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

- (a) the day You are no longer Totally Disabled;
- (b) the day You die;
- (c) the end of the Maximum Benefit Period shown in the Schedule;
- (d) the day You fail to provide Mutual satisfactory proof of continuous Total Disability and/or any Current Earnings;
- (e) the day You fail to comply with Mutual's request to be examined by a Physician and/or vocational rehabilitation expert of their choice;
- (f) the day You are able to work and earn between 20% and 80% of Your Basic Monthly Earnings and choose not to;
- (g) the day You are able to generate Current Earnings which exceed 80% of Basic Monthly Earnings; or
- (h) the day Monthly Benefits have been paid to You for 12 months, when You are outside the United States or Canada.

Recurrent Disability

A Recurrent Disability will be treated as part of the prior disability if, after receiving Total Disability benefits under the policy, You return to Your regular occupation, or another gainful occupation, on a full-time basis for less than six months in which case You will not need to satisfy another Elimination Period.

If You return to Your regular occupation, or another gainful occupation, on a full-time basis for six months or more, a recurrent disability will be treated as a new period of Total Disability. You must then satisfy another Elimination Period.

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

Survivor Benefit

Mutual will pay a **Survivor Benefit** to Your **Eligible Survivor** when Mutual receives proof that You died:

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

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

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

The **Survivor Benefit** will be an amount equal to 3 times Your Monthly Benefit for the month prior to Your death.

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

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

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

General Exclusions

We will not pay for any Total Disability:

- (a) during which You are not under the regular care and attendance of a Physician providing appropriate treatment in accordance with the Injury or Sickness that caused the Total Disability;
- (b) which results from Your service in the Armed Forces, National Guard or Reserves of any state or country;
- (c) which results from an act of declared or undeclared war or armed aggression;
- (d) which results from Your participation in a riot or in the commission of a crime;
- (e) while You are incarcerated in any penal or correctional institution; or
- (f) which results, whether You are sane or insane, from:
 - (1) an intentionally self-inflicted injury or sickness; or
 - (2) attempted suicide;
- (g) that is solely a result of a loss of a professional license, occupational license or certification; or
- (h) which results from Mental Disorders, except as specifically provided.

PAYMENT OF CLAIMS

How To File Claims

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

Proof of Loss Requirements

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

This request should be made:

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

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

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

How Claims are Paid

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

Benefits will be paid to you, except benefits due but unpaid at your death may be paid, at our option, to:

- (a) any member of your family; or

- (b) your estate.

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

Examination

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

Overpayments

We have the right to recover any overpayments due to:

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

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

We will not recover more money than the amount we paid you.

DISABILITY CLAIM REVIEW PROCEDURES

(As Federally Mandated)

For Group Policy GMTD-6514, this provision is effective the later of:

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

Definitions

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

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

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

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

Disability Claim Review Procedures

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

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

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

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

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

Disability Claim Review Decisions

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

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

Disability Claim Denials

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

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

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

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

Appeals

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

APPEAL RIGHTS

(Disability) (As Federally Mandated)

For Group Policy GMTD-6514, this provision is effective the later of:

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

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

Opportunity To Request An Appeal

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

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

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

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

The request for an appeal should include:

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

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

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

Our Response To An Appeal

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

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

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

When We make Our determination You will be provided with:

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

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

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

Changes in the Insurance Contract

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

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

A change may affect any class of insured persons, including retirees if retiree coverage is included in the policy.

Applications

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

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

Legal Actions

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

Administrative Service Agreement GMSI-6514
and
Group Policy Number GMTD-6514



Mutual of Oman

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