

MUTUAL of OMAHA INSURANCE COMPANY

**The Number of this Policy and its Effective Date
appear on the attached Application
NEW YORK DISABILITY BENEFITS POLICY**

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

DEFINITIONS

We, Ours, Us means Mutual of Omaha Insurance Company.

You, Your means the Employer named on the application.

Law means the Disability Benefits Law of the State of New York.

Chairman means the Chairman of the Workers' Compensation Board.

Disability means the inability to work because of injury or sickness as defined in the Law.

INSURING AGREEMENT

Disability Benefits

This policy is issued in consideration of the payment of the premium and the statements in the application which is a part of the policy.

We agree to pay benefits in accordance with Section 204 of the Law or any amendments thereto.

MUTUAL OF OMAHA INSURANCE COMPANY



Chief Executive Officer



Corporate Secretary



Mutual of Omaha

POLICY PERIOD

Employees in employment of a covered employer for four or more consecutive weeks and employees in employment during the work period usual to and available during such four or more consecutive weeks in any trade or business in which they are regularly employed and in which hiring from day to day of such employees is the usual employment practice shall be eligible for disability benefits as provided in section two hundred four of the law. Every such employee shall continue to be eligible during such employment and for a period of four weeks after such employment terminates regardless of whether the employee performs any work for remuneration or profit in non-covered employment. If during such four week period the employee performs any work for remuneration or profit for another covered employer the employee shall become eligible for benefits immediately with respect to that employment. In addition every such employee who returns to work with the same employer after an agreed and specified unpaid leave of absence or vacation without pay shall become eligible for benefits immediately with respect to such employment. An employee who during a period in which he or she is eligible to receive benefits under subdivision two of section two hundred seven of the law returns to employment with a covered employer and an employee who is currently receiving unemployment insurance benefits or benefits under section two hundred seven of the law and who returns to employment with a covered employer shall become eligible for benefits immediately with respect to such employment. An employee regularly in the employment of a single employer on a work schedule less than the employer's normal work week shall become eligible for benefits on the twenty-fifth day of such regular employment. An employee who becomes disabled while eligible for benefits in the employment of a covered employer shall not be deemed to have such employment terminated during any period he or she is eligible to receive benefits under section two hundred four of the law with respect to such employment.

CONDITIONS

Premium Computation and Payments

The premium rates and due dates for this policy are shown in the application. We may change the rates as follows:

- (a) on the effective date of any change in the Law which affects our liability; or
- (b) as of the first anniversary date of this policy or at any time thereafter.

Records, Examination and Audit

Your books and records which may have a bearing on the insurance under this policy shall be open to us for inspection. The books and records may be inspected at any reasonable time while this policy is in force and for four years thereafter.

Required Provisions

Notice to you or your knowledge of a disability of an Insured Employee will be considered knowledge to us. Under the Law, your jurisdiction shall also be ours. We are subject to all orders and decisions made as to payment of benefits under the Law.

The Chairman has the right to enforce in the name of the people of the State of New York our liability for payment of benefits under the Law. The payment of benefits by you or us will bar any recovery against the other for the amount paid.

Your bankruptcy or insolvency will not relieve us of any obligations under the policy.

Benefits are payable in accord with and to the extent required by the Law, regardless of what this policy provides.

Notice of Disability, Claim or Suit

You must give us immediate notice with full details of any claim made for disability benefits by an Insured Employee. Details must include time, place, circumstances and nature of the disability including name and address of the employee.

Changes and Endorsements

All agreements made by us are signed by our Secretary and President. No other person can change or waive any provisions of the policy. No changes in the policy will be valid unless we so endorse the policy.

Assignment

Assignment of your interest in the policy will not bind us until we consent to it in writing.

Cancellation

We may cancel this policy at any time by furnishing you and the Chairman with written notice stating when, not less than thirty days thereafter, cancellation will be effective. If you obtain insurance with another carrier which becomes effective sooner, the cancellation date will instead be the effective date of the other coverage. You will be liable to us for all unpaid premiums up to the date of cancellation.

Application

By accepting this policy you agree that the statements in the application are your agreements. They will be considered representations and not warranties.

Statutory Assessments

We will pay all assessments as required under Section 214 and 228 of the Law.

Special Provision Relating to Employee Contribution

Any excess contributions by employees in the premiums you pay us will be returned to you and must be used:

- (a) for the sole benefit of employees; or
- (b) otherwise disposed of in accordance with the Law.

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