

# MUTUAL OF OMAHA

## PRIVACY NOTICE—MEDICAL INFORMATION

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### **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice applies to “Medical Information” associated with “Health Plans” issued by the following companies:

- Mutual of Omaha Insurance Company
- Mutual of Omaha Marketing Corporation
- Omaha Insurance Company
- United of Omaha Life Insurance Company
- United World Life Insurance Company
- Companion Life Insurance Company

### **Why You Are Receiving This Notice**

This Notice describes how the Mutual of Omaha companies may use and disclose Medical Information to perform payment and health care operations, and for other purposes that are permitted or required by law.

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to maintain the privacy of our customers' Medical Information and to provide customers with notice of our legal duties and privacy practices with respect to their Medical Information.

If you reside in a state whose law provides privacy protections more stringent than those provided by HIPAA, we will maintain the privacy of your Medical Information as required by your stricter state law.

If you have any questions about this Notice, please contact us using the “Contact Information” at the end of this Notice.

### **Definitions**

**Medical Information** means information about an individual that is created or received by Mutual of Omaha which identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual and that relates to:

- 1) the past, present or future physical or mental health condition of the individual; or
- 2) the provision of health care to the individual; or
- 3) the past, present or future payment for the provision of health care to the individual

**Health Plans** means only those plans defined as such under HIPAA and generally include the following individual and group products: major medical, Medicare supplement, hospital indemnity, long term care, dental, specified disease (such as cancer), HMO plans and similar plans and pharmacy benefit plans.

### **Uses and Disclosures of Medical Information**

#### **With Your Written Authorization**

Except as described in the next section of this Notice, we will not use or disclose your Medical Information for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing at any time. However, any action Mutual of Omaha or others have already taken in reliance on the authorization cannot be changed.

#### **Uses and Disclosures of Medical Information Without Your Written Authorization**

##### **For Payment**

We may make uses and disclosures of your Medical Information without your written authorization as necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims, to determine whether services are medically necessary or to otherwise pre-authorize or certify services as covered under your Health Plan. We may also disclose your Medical Information for payment purposes to a health care provider or another “Health Plan” issued by a different insurance company or HMO.

##### **For Health Care Operations**

We may use and disclose your Medical Information without your written authorization as necessary for our health care operations. Health care operations include a wide range of our usual business activities, examples of which are business management, accreditation and licensing, peer review, quality improvement and assurance, enrollment, underwriting, reinsurance, compliance, auditing, rating, and other functions related to your Health Plan.

##### **To Individuals Involved in Your Care**

In certain limited circumstances, we may, without your written authorization, disclose your Medical Information to a family member, other relative, your close personal friend or any other person you may identify. In these circumstances, we would only disclose that Medical Information which is directly relevant to that person's involvement with your care or with payment for your care.

Without your written authorization, we may also disclose your Medical Information to a family member, your personal representative or another person responsible for your care to notify them of your location, general condition or death or to assist any of those persons in identifying or locating you.

If you are present when we propose to make such a disclosure or otherwise available prior to the disclosure and have the capacity to make health care decisions, we will only disclose your Medical Information if:

- We obtain your agreement
- Provide you an opportunity to object and you do not

Or

- We reasonably infer from the circumstances, based on the exercise of professional

judgment, that you do not object to the disclosure

If you are not present, are incapacitated or it is an emergency when we propose to make such a disclosure, we may make the disclosure if, in the exercise of our professional judgment, we determine that it is in your best interests to do so.

If you have designated a person to receive information regarding payment of the premium on your long-term care or Medicare supplement policy, we will inform that person when your premium has not been paid.

We may also disclose limited Medical Information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

### **To Our Business Associates**

Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these outside persons and organizations include our duly appointed insurance agents, financial auditors, quality accreditation services, actuarial and underwriting services, reinsurers, legal services, enrollment and billing services, claim payment and medical management services, and collection agencies. At times we may provide your Medical Information without your written authorization to one or more of these outside persons or organizations who assist us with our payment or health care operations. In all cases, we require these business associates to appropriately safeguard the privacy of your information.

### **For Other Products and Services**

We may contact you without your written authorization to provide information regarding other health-related benefits and services that may be of interest to you. For example, we may use and disclose your Medical Information without your authorization for the purpose of communicating to you about our health insurance products that could enhance or substitute for existing coverage, and about health-related products and services, such as case management or care coordination, that may add value for you.

### **For Other Uses and Disclosures**

We are permitted or required by law to make some other uses and disclosures of your Medical Information without your authorization. Examples of these uses and disclosures include:

- If you receive your health coverage through a group Health Plan, we may release your Medical Information to your plan sponsor. If we do so, your plan sponsor must certify that the information provided will be maintained in a confidential manner and not used for employment related decisions or for other employee benefit determinations or in any other manner not permitted by law
- We may release your Medical Information if required by law to a government oversight agency conducting audits, investigations, or civil or criminal proceedings
- We may release your Medical Information if required to do so by a court or administrative order

subpoena or discovery request. In most cases you will have notice of such a release

- We may release your Medical Information for public health activities, such as required reporting of disease, injury, birth and death and for required public health investigations
- We may release your Medical Information as required by law if we suspect child abuse or neglect or if we believe you to be a victim of abuse, neglect or domestic violence
- We may disclose your Medical Information to the Food and Drug Administration if necessary to report adverse events, product defects or to participate in product recalls
- We may release your Medical Information to law enforcement officials as required by law to report wounds, injuries or crimes
- We may release your Medical Information if we believe it is necessary to do so to arrange an organ or tissue donation from you or a transplant to you
- We may release your Medical Information to coroners and/or funeral directors consistent with law
- We may release your Medical Information for a national security or intelligence activity or, if you are a member of the military, as required by the armed forces
- We may release your Medical Information to workers' compensation agencies if necessary for your workers' compensation benefit determination

## **Your Rights**

### **Right to Inspect and Copy Your Medical Information**

You have the right to inspect and/or receive a copy of much of your Medical Information. All requests for access must be made in writing and signed by you or your representative. We may charge you a per-page fee and/or an administrative fee, if you request a copy of your Medical Information and will inform you of the fee before we process your request. We may also charge you for any postage costs associated to your request for a mailed copy of your Medical Information. Mutual of Omaha may deny an individual access to their Medical Information for certain specified reasons, which will be made available in writing at the time of the denied request. Mutual of Omaha will also provide you with information about how you can file an appeal if you are not satisfied with our decision. You may obtain an access request form by contacting us by mail, or by telephone, at the contact listed at the end of this Notice. Mutual of Omaha does not keep complete copies of your medical record. If you would like a copy of your medical record, contact your doctor and give him or her a written request for the record. Your doctor may also charge you a fee for the cost of copying and/or mailing the record.

### **Right to Amend Your Medical Information**

You have the right to request that the Medical Information we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. All amendment requests,

in order to be considered by Mutual of Omaha, must be in writing, signed by you or your representative, and must state the reasons for the amendment/correction request. You may obtain an amendment request form by contacting us by mail, or by telephone, at the contact listed at the end of this Notice. If the amendment request is part of your medical record, you will need to contact the doctor who wrote the record and request a change. Once the medical record has been changed, have your doctor send a copy to Mutual of Omaha for our files.

### **Right to an Accounting of the Disclosures of Your Medical Information**

You have the right to receive an accounting of certain disclosures made by us of your Medical Information during the six years prior to the date on which the accounting is requested. Requests must be made in writing and signed by you or your representative. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to a legal process, or for law enforcement purposes. Examples of disclosures not subject to such an accounting include those made to carry out our payment or health care operations, or those made with your authorization. Your request must give the time period that you want to know about. Accounting request forms can be obtained from the contact identified at the end of this Notice.

There will be no charge for the first accounting in any 12-month period. For additional accountings in any 12-month period, you will be charged a fee. The fee will be a per-page fee and/or administrative fee and we will inform you of the fee before we process your request. We may also charge you postage costs associated with your request for additional accountings during any 12-month period.

### **Right to Request Confidential Communications**

You have the right to request to receive communications regarding your Medical Information from us by alternative means or at alternative locations. For instance, you may ask that messages not be left on voice mail or that correspondence not be sent to a particular address. We are required to accommodate your request if you inform us that disclosure of all or part of your information could place you in danger. You may request such confidential communication in writing and may send your request to the contact identified at the end of this Notice.

### **Right to Request Restrictions on Use and Disclosure of Your Medical Information**

You have the right to request restrictions on some of our uses and disclosures of your Medical Information for medical treatment, payment, or health care operations by notifying us of your request for a restriction in writing mailed to the contact identified at the end of this Notice. Your request must describe in detail the restriction you are requesting. We are not required to agree to your restriction request, but will attempt to accommodate your requests. We retain the right to terminate an agreed-to restriction. In the event of a termination by us, we will notify you of such termination, but the termination will only be effective for Medical Information we receive after we have notified you of the termination. You also have the right to terminate, in writing or orally, any

agreed-to restriction by contacting us using the "Contact Information" provided at the end of this Notice.

### **Complaints**

If you believe your privacy rights have been violated, you can file a complaint with Mutual of Omaha or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with Mutual of Omaha, send it in writing to Mutual of Omaha's Privacy Office using the "Contact Information" at the address listed at the end of this Notice. There will be no retaliation for filing a complaint.

### **Changes To This Notice**

We are required to abide by the terms of this Notice for as long as it remains in effect.

We reserve the right to change the terms of this Notice and to make a new Notice effective for all Medical Information maintained by us, including Medical Information, which was received by us before the effective date of the new Notice.

If we do revise our privacy Notice, copies will be sent to you if you then have a Mutual of Omaha Health Plan.

### **Copies Of This Notice**

You may obtain a paper copy of this Notice at any time, even if you have already requested such copy by e-mail or other electronic means. Please contact us and we will mail it to you.

### **Effective Date**

This Notice is effective April 14, 2003.

### **Contact Information**

If you have questions or need further assistance regarding this Notice, you may contact:

Mutual of Omaha  
Attn: Privacy Office  
Mutual of Omaha Plaza  
Omaha, NE 68175

1-402-342-7600