

SERFF Tracking Number: MUTM-126116707 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 42510
 Company Tracking Number: KENDRA SAYLER
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 2009 GUL Survivor C830LAR09P
 Project Name/Number: 2009 GUL Survivor/C830LAR09P

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: 2009 GUL Survivor C830LAR09P SERFF Tr Num: MUTM-126116707 State: Arkansas

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 42510
 Adjustable Life Closed

Sub-TOI: L09I.002 Joint (Last Survivor) Co Tr Num: KENDRA SAYLER State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Kim Meyerring, Mike Disposition Date: 06/04/2009

DiLorenzo, Ellen Cochrane, Kendra Sayler

Date Submitted: 05/28/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2009 GUL Survivor

Status of Filing in Domicile:

Project Number: C830LAR09P

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/04/2009

Explanation for Other Group Market Type:

State Status Changed: 06/04/2009

Deemer Date:

Created By: Ellen Cochrane

Submitted By: Ellen Cochrane

Corresponding Filing Tracking Number:

Filing Description:

RE: United of Omaha Life Insurance Company

NAIC # 261-69868 FEIN 47-0322111

Individual Flexible Premium Adjustable Life Insurance

Form C830LAR09P - Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy

Form C816LNA09R - Joint and Last Survivor Four Year Level Term Insurance Rider

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Actuarial Memorandum

On behalf of United of Omaha Life Insurance Company, I am submitting the above captioned forms and actuarial memorandums in final printed format for review and approval. These forms contain no unusual or controversial items according to normal company and industry standards. To the best of my knowledge, they comply with all your applicable statutes.

Policy form C830LAR09P is new and will replace form 7188L-0803 which was approved by your Department on June 11, 2003. Rider form C816LNA09R is new and will replace form 2350-0695 which was approved by your Department on June 22, 1995.

Form C830LAR09P is a joint and last survivor flexible premium adjustable life insurance policy with premiums payable until the policy anniversary following the younger insured's 120th birthday. The death benefit is adjustable and is payable upon the death of the last surviving insured. The maturity date is the policy anniversary following the younger insured's 120th birthday. There is also a secondary guarantee in the policy as provided in the No-Lapse Protection provision.

Policy form C830LAR09P incorporates two No-Lapse Protections (Short-Term No-Lapse Protection and Lifetime No-Lapse Protection), provided the applicable requirements have been met. The Short-Term No-Lapse Protection is available for up to 10 years depending on the insured's issue age. The Lifetime No-Lapse Protection is available until the younger insured's attained age of 120.

Policy form C830LAR09P contains a Split Policy Option section and waiver of surrender charge information. The Split Policy Option allows for a 50/50 split of the specified amount and surrender value in the policy between the two insureds due to the dissolution of marriage or business interest or due to a change in the tax law. If the split policy option is exercised, this policy will terminate and two separate policies will be issued. If both insureds meet the split option eligibility requirement, two separate policies will be issued. If only one insured meets the split option eligibility requirement, a separate policy having 50% of the specified amount and 50% of the surrender value of this will be issued on the life of that insured. A separate policy will not be issued on the life of the remaining insured; instead the remaining surrender value will be paid to the owner. If neither insured meets the split option eligibility requirement, separate policies will not be issued and the surrender value will be paid to the owner. The split option eligibility requirement is met if the insured's risk class shown in the data pages of the policy is neither greater than 200% nor "No Rating Assigned."

Policy form C830LAR09P contains a waiver of surrender charge option within the Surrender Value section of the policy. It allows for a waiver of any surrender charges applicable to a decrease in specified amount or full surrender of the policy if the Federal Estate Tax rates applicable to taxable estate transfers are reduced to zero percent for a period of at least 24 consecutive months.

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Policy form C830LAR09P will utilize amendment form C602LNA08E, which approved by your Department on August 19, 2008, to inform the insured of a "Change Event" after the policy has been issued. A Change Event is defined in the policy as a decrease in specified amount and/or the termination of a rider prior to its expiration date. Amendment form C602LNA08E will state the appropriate Change Event and will contain an updated Table of No-Lapse Protection Values, if applicable.

Rider form C816LNA09R provides additional protection for four years and is available at time of issue. The rider benefits are payable on the last surviving insureds death. The rider is available on any insureds that are covered by the base policy. The minimum death benefit for the rider is \$250,000 (same as base policy).

This product will be sold in the general insurance market by independent brokers and our career agents. It will initially be available to applicants ages 18 through 85. The minimum face amount offered is currently \$250,000.

Please see the enclosed Statement of Variability for information regarding policy information, identified with brackets, which will vary per insured, policy year, specified amount, etc.

This policy will be issued using application form C497LNA08A, approved by your Department on July 10, 2008.

This policy will be sold with a sales illustration.

The Flesch score of these forms meets or exceeds your state's requirements.

Enclosed are the required filing materials. Please feel free to contact me if you should have any questions and/or concerns. Thank you for your time and consideration of this submission.

Sincerely,

Kendra Sayler
Product and Advertising Compliance Analyst
Regulatory Affairs
Phone: 402-351-2454
Fax: 402-351-5298
E-mail: Kendra.Sayler@mutualofomaha.com

Company and Contact

Filing Contact Information

SERFF Tracking Number: MUTM-126116707 State: Arkansas
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Kendra Saylor, Senior Product & Advertising kendra.saylor@mutualofomaha.com

Compliance Analyst

Regulatory Affairs Division 402-351-2454 [Phone]

Mutual of Omaha 402-351-5298 [FAX]

Mutual of Omaha Plaza

Omaha, NE 68175

Filing Company Information

United of Omaha Life Insurance Company

CoCode: 69868

State of Domicile: Nebraska

Mutual of Omaha Plaza

Group Code: 261

Company Type: Life Insurance

Omaha, NE 68175

Group Name:

State ID Number:

(402) 351-6420 ext. [Phone]

FEIN Number: 47-0322111

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$50.00	05/28/2009	28152437

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/04/2009	06/04/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	06/03/2009	06/03/2009	Ellen Cochran	06/03/2009	06/03/2009

SERFF Tracking Number: MUTM-126116707 *State:* Arkansas
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Disposition

Disposition Date: 06/04/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Certificate of Compliance with Rule 19		Yes
Supporting Document	Fee Schedule		Yes
Supporting Document	UL Compliance Cert		Yes
Supporting Document	Data Pages		Yes
Supporting Document	Statement of Variability Data Pages		Yes
Form (revised)	Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Joint and Last Survivor Flexible Premium Replaced Adjustable Life Insurance Policy		Yes
Form (revised)	Joint and Last Survivor Four Year Level Term Insurance Rider		Yes
Form	Joint and Last Survivor Four Year Level Replaced Term Insurance Rider		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/03/2009
Submitted Date 06/03/2009
Respond By Date 07/07/2009

Dear Kendra Saylor,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: The submission did not include the attachments for the policy and rider.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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 Adjustable Life
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 Project Name/Number: 2009 GUL Survivor/C830LAR09P

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 06/03/2009
 Submitted Date 06/03/2009

Dear Linda Bird,

Comments:

Dear Linda Bird

Response 1

Comments: We have attached the policy and rider below.

Related Objection 1

Comment:

The submission did not include the attachments for the policy and rider.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy	C830LAR09P		Policy/Contract/Fraternal Certificate	Initial		40.000	GUL Survivor Policy - C830LAR09P.pdf
Previous Version							
Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy	C830LAR09P		Policy/Contract/Fraternal Certificate	Initial		40.000	AR GULS Cover Letter.pdf

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Form Schedule

Lead Form Number: C830LAR09P

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	C830LAR09P	Policy/Cont Joint and Last ract/Fratern Survivor Flexible al Premium Adjustable Certificate Life Insurance Policy	Initial		40.000	GUL Survivor Policy - C830LAR09P.pdf
	C816LNA09R	Policy/Cont Joint and Last ract/Fratern Survivor Four Year al Level Term Certificate: Insurance Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		40.000	GUL Survivor Four Year Level Term Rider - C816LNA09R.pdf

UNITED of OMAHA LIFE INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175

a stock company

Insured [John J. Doe]
[Jane D. Doe]

Owner [John J. Doe]
[XXXXXXXX]

Initial Specified Amount [\$100,000]

Issue Date [June 30, 2008]
Contestability Date [June 30, 2008]
Policy Number [1234567]

Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy

United of Omaha Life Insurance Company will, subject to the terms of this policy, pay the Death Benefit to the Beneficiary as soon as possible after we receive satisfactory proof at our Home Office that the last surviving Insured's death occurred while this policy was in force. On the Maturity Date we will pay you the Death Benefit if either Insured is then living and the policy is in force.

Right to Return This Policy. If you are not satisfied with your policy, return it within 20 days after you receive it. It may be returned by delivering or mailing it to our Home Office or to any of our agency offices. If this policy is a replacement of another life insurance or annuity policy, the Right To Return This Policy period is 30 days after you receive it. If you return this policy within the specified time, we will promptly refund the premium you paid and cancel your policy as of the Issue Date.

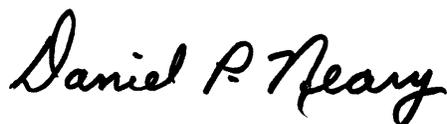
READ YOUR POLICY CAREFULLY

*This policy is a legal contract between you, the Owner,
and us, United of Omaha Life Insurance Company.*

**THE BENEFITS, VALUES, PERIODS OF COVERAGE AND PREMIUMS UNDER THIS
POLICY ARE NOT FIXED AND MAY VARY OVER TIME.**

THIS POLICY IS NOT PARTICIPATING AND THEREFORE IT WILL PAY NO DIVIDENDS.

For customer service or questions about your coverage, please call [1-800-775-6000].



Chairman of the Board and
Chief Executive Officer



Corporate Secretary

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POLICY SUMMARY

This is a joint and last survivor flexible premium adjustable life insurance policy.

"Joint and Last Survivor" means that the Death Benefit offered in this policy covers two lives and is payable upon the death of the second Insured.

"Flexible" premium means that, within certain limits, the amount and timing of the premiums you pay may vary during the term of this policy. Variations in the amount and timing of premium payments may affect the amount of the Death Benefit and other values of this policy.

"Adjustable" means that, subject to the limitations stated in this policy, the amount of life insurance protection afforded by this policy can increase or decrease over time.

We will pay a Death Benefit if both Insureds die while this policy is in force. If this policy terminates prior to the death of both of the Insureds, this policy may or may not have Surrender Value. The Surrender Value depends on various factors, including the amount and timing of premiums paid and the policy charges as described in this policy.

Under certain circumstances you may withdraw some of the value of this policy; however, a Surrender Charge may apply to the amount being withdrawn. You may also terminate this policy by surrendering it to us, but depending on the timing of the surrender, a Surrender Charge may apply. You may also be able to borrow from the value of this policy, and we would then charge you interest on the amount borrowed. The details of a withdrawal, surrender and loan are described in this policy.

This policy may also afford you No-Lapse Protection. As long as certain tests are met, this policy will not Lapse, which means it will continue in force. If you do not meet those tests, the policy may enter the 61-day Grace Period, after which this policy will Lapse if the appropriate premiums have not been paid.

After the end of each policy anniversary, we will send you an annual statement showing the value and other activity in this policy.

This is only a summary of your policy and it is subject to all the terms and conditions of the entire policy. To guide you in locating policy provisions which may be of particular interest to you, please refer to the Table of Contents.

POLICY DATA

Insured [XX]
Issue Age [35] **Sex** [XXXXXX]
Risk Class [XX]
Rate Class [XX]

Insured [XX]
Issue Age [35] **Sex** [XXXXXX]
Risk Class [XX]
Rate Class [XX]

Owner [XX]
 [XX]

Policy Number [1234567]
Initial Specified Amount [\$XXX,XXX]
Issue Date [MM, DD, YYYY]
Contestability Date [MM, DD, YYYY]
Maturity Date* [MM, DD, YYYY]

Annualized Planned Premium [\$ X,XXX]	Years Payable [85]
Planned Premium [\$ X,XXX]	Mode Selected [Annual]
Additional Premium at Issue [\$ X.XX]	

Short-Term No-Lapse Protection
Monthly Premium [\$XX.XX]
Lifetime No-Lapse Protection
Monthly Premium [\$XXX.XX]

Guaranteed Minimum Interest Rate
Credited to the Accumulation Value: 3.00%

SCHEDULE OF BENEFITS

Form	Benefit	Monthly Policy and Rider Charges	Benefit Years
C830LAR09P	Life Insurance	See Data Pages	[85]
[C816LNA09R]	[Joint and Last Survivor Four Year Level Term Insurance Rider]	[See Data Pages]	[4]

* The Maturity Date is the date the younger of the Insureds reaches the Attained Age of 120. This policy may terminate prior to the Maturity Date even if you make Planned Premium payments. This is because the rates and charges deducted from and the interest rate credited to this policy are not guaranteed. Additionally, you may take certain actions under this policy, such as making Loans and Partial Withdrawals or decreasing the Specified Amount, which may result in this policy terminating prior to the Maturity Date.

Assuming the factors which impact the Surrender Value of this policy are fixed at the guaranteed maximum or minimum shown in the Data Pages and that Planned Premium payments are made when due, this policy will [terminate] [mature] in [XXXX]. This date reflects the No-Lapse Protection in effect. The factors which impact the Surrender Value are the interest rate credited to and the policy charges deducted from the Accumulation Value.

POLICY CHARGES

GUARANTEED MAXIMUM PREMIUM CHARGE:

[25%] of each premium payment.

GUARANTEED MAXIMUM MONTHLY CHARGE:

- (a) [\$XX.XXXX] per \$1,000 of Specified Amount per month; plus
- (b) [\$10.00] per month.

**Table of Guaranteed Maximum Monthly Cost of Insurance Rates
(Per \$1,000 of Net Amount At Risk)**

Policy Year	Rate						
[1	X.XXXX	22	X.XXXX	43	X.XXXX	65	X.XXXX
2	X.XXXX	23	X.XXXX	44	X.XXXX	66	X.XXXX
3	X.XXXX	24	X.XXXX	45	X.XXXX	67	X.XXXX
4	X.XXXX	25	X.XXXX	46	X.XXXX	68	X.XXXX
5	X.XXXX	26	X.XXXX	47	X.XXXX	69	X.XXXX
6	X.XXXX	27	X.XXXX	48	X.XXXX	70	X.XXXX
7	X.XXXX	28	X.XXXX	49	X.XXXX	71	X.XXXX
8	X.XXXX	29	X.XXXX	50	X.XXXX	72	X.XXXX
9	X.XXXX	30	X.XXXX	51	X.XXXX	73	X.XXXX
10	X.XXXX	31	X.XXXX	52	X.XXXX	74	X.XXXX
11	X.XXXX	32	X.XXXX	53	X.XXXX	75	X.XXXX
12	X.XXXX	33	X.XXXX	54	X.XXXX	76	X.XXXX
13	X.XXXX	34	X.XXXX	55	X.XXXX	77	X.XXXX
14	X.XXXX	35	X.XXXX	56	X.XXXX	78	X.XXXX
15	X.XXXX	36	X.XXXX	57	X.XXXX	79	X.XXXX
16	X.XXXX	37	X.XXXX	58	X.XXXX	80	X.XXXX
17	X.XXXX	38	X.XXXX	59	X.XXXX	81	X.XXXX
18	X.XXXX	39	X.XXXX	60	X.XXXX	82	X.XXXX
19	X.XXXX	40	X.XXXX	61	X.XXXX	83	X.XXXX
20	X.XXXX	41	X.XXXX	62	X.XXXX	84	X.XXXX
21	X.XXXX	42	X.XXXX	63	X.XXXX	85	X.XXXX
				64	X.XXXX	86	X.XXXX

DIVISOR FOR CALCULATING THE NET AMOUNT AT RISK: 1.0024663

**Table of Guaranteed Maximum Surrender Rates
(Per \$1,000 of Specified Amount)**

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	[\$XX]	8	[XX]	15	[XX]
2	[XX]	9	[XX]	16	[XX]
3	[XX]	10	[XX]	17	[XX]
4	[XX]	11	[XX]	18	[XX]
5	[XX]	12	[XX]	19	[XX]
6	[XX]	13	[XX]	20 and later	0
7	[XX]	14	[XX]		

NO-LAPSE PROTECTION VALUES

The No-Lapse Protection values are used solely to determine whether the No-Lapse Protection is in effect. These values have no impact on the Accumulation Value or the Surrender Value of this policy.

The values below are as of the end of each Policy Year. Prior to the end of a Policy Year, the No-Lapse Protection value will be calculated in a manner consistent with the values below, taking into account the time that has passed since the end of the prior Policy Year, and the Guaranteed No-Lapse Protection Value Interest Rate

No-Lapse Protection Value Interest Rate: [%XX.XX]

Short-Term No-Lapse Protection Period: [10] Policy Years

Lifetime No-Lapse Protection Period: [XX to age 120] Policy Years

[The values calculated below take into account the Joint and Last Survivor Four Year Level Term Insurance Rider]

Table of No-Lapse Protection Values

End of Policy Year	Short-Term No-Lapse Protection Value	Lifetime No-Lapse Protection Value
[1	\$XXXX.XX	\$XXXXXXXX.XX
2	XXX.XX	XXXXXXXX.XX
3	XXX.XX	XXXXXXXX.XX
4	XXX.XX	XXXXXXXX.XX
5	XXX.XX	XXXXXXXX.XX
6	XXX.XX	XXXXXXXX.XX
7	XXX.XX	XXXXXXXX.XX
8	XXX.XX	XXXXXXXX.XX
9	XXX.XX	XXXXXXXX.XX
10	XXX.XX	XXXXXXXX.XX
11		XXXXXXXX.XX
12		XXXXXXXX.XX
13		XXXXXXXX.XX
14		XXXXXXXX.XX
15		XXXXXXXX.XX
16		XXXXXXXX.XX
17		XXXXXXXX.XX
18		XXXXXXXX.XX
19		XXXXXXXX.XX
20		XXXXXXXX.XX
21		XXXXXXXX.XX

End of Policy <u>Year</u>	Short-Term No-Lapse Protection <u>Value</u>	Lifetime No-Lapse Protection <u>Value</u>
22		XXXXXXXX.XX
23		XXXXXXXX.XX
24		XXXXXXXX.XX
25		XXXXXXXX.XX
26		XXXXXXXX.XX
27		XXXXXXXX.XX
28		XXXXXXXX.XX
29		XXXXXXXX.XX
30		XXXXXXXX.XX
31		XXXXXXXX.XX
32		XXXXXXXX.XX
33		XXXXXXXX.XX
34		XXXXXXXX.XX
35		XXXXXXXX.XX
36		XXXXXXXX.XX
37		XXXXXXXX.XX
38		XXXXXXXX.XX
39		XXXXXXXX.XX
40		XXXXXXXX.XX
41		XXXXXXXX.XX
42		XXXXXXXX.XX
43		XXXXXXXX.XX
44		XXXXXXXX.XX
45		XXXXXXXX.XX
46		XXXXXXXX.XX
47		XXXXXXXX.XX
48		XXXXXXXX.XX
49		XXXXXXXX.XX
50		XXXXXXXX.XX
51		XXXXXXXX.XX
52		XXXXXXXX.XX
53		XXXXXXXX.XX
54		XXXXXXXX.XX
55		XXXXXXXX.XX
56		XXXXXXXX.XX
57		XXXXXXXX.XX
58		XXXXXXXX.XX
59		XXXXXXXX.XX
60		XXXXXXXX.XX
70		XXXXXXXX.XX
71		XXXXXXXX.XX
72		XXXXXXXX.XX
73		XXXXXXXX.XX
74		XXXXXXXX.XX
75		XXXXXXXX.XX
76		XXXXXXXX.XX
77		XXXXXXXX.XX
78		XXXXXXXX.XX
79		XXXXXXXX.XX
80		XXXXXXXX.XX
81		XXXXXXXX.XX
82		XXXXXXXX.XX
83		XXXXXXXX.XX
84		XXXXXXXX.XX
85		XXXXXXXX.XX

RIDER DATA

**Joint and Last Survivor Four Year Level Term Rider
C816LNA09R**

Insured [XX] **Issue Age** [35] **Sex** [XXXXXX]
Risk Class [XX]
Rate Class [XX]

Insured [XX] **Issue Age** [35] **Sex** [XXXXXX]
Risk Class [XX]
Rate Class [XX]

Rider Benefit [\$XXXXXXXX]

Expiration Date [MM, DD, YYYY]

**Table of Guaranteed Maximum Monthly Cost of Insurance Rates
(Per \$1,000 of Rider Benefit)**

Policy Year	Rate
1	[X.XXXX
2	X.XXXX
3	X.XXXX
4	X.XXXX]

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DEFINITIONS

Capitalized terms used in this policy are used with the meanings assigned to them in this section of the policy.

Accumulation Value means, as of any date, the value calculated as described in the ACCUMULATION VALUE section of this policy.

Actual No-Lapse Value means, as of any date, the amount calculated as described in the **No-Lapse Protection** provision of this policy.

Attained Age means the Issue Age, increased by the number of complete Policy Years elapsed since the Issue Date.

Beneficiary means the person(s) or legal entity(ies) described in the OWNER AND BENEFICIARY section of this policy to receive the Policy Benefits.

Change Event means a decrease in Specified Amount and/or the termination of a rider prior to its expiration date.

Code means the Internal Revenue Code of 1986, as amended.

Contestability Date means the date shown as the "Contestability Date" in the POLICY DATA section of the Data Pages.

Cost of Insurance Charge means a dollar amount equal to the Cost of Insurance Rate multiplied by the Net Amount At Risk divided by 1,000.

Cost of Insurance Rate means the rate, not to exceed the rate specified in the "Table of Guaranteed Maximum Monthly Cost of Insurance Rates" shown in the POLICY CHARGES section of the Data Pages, determined by us in accordance with the MONTHLY DEDUCTION AND PREMIUM CHARGE section of this policy.

Data Pages means the pages of this policy following the cover page that are identified as the "Data Pages." The Data Pages contain information specific to you, the Insured and the benefits provided under this policy.

Death Benefit means the death benefit paid to the Beneficiary upon the death of the last surviving Insured as calculated in the DEATH BENEFIT section of this policy.

Death Benefit Percentage means the percentage specified in the "Table of Death Benefit Percentages" shown in the CERTAIN TAX MATTERS section of this policy.

Divisor for Calculating the Net Amount At Risk means the number shown as the "Divisor for Calculating the Net Amount At Risk" in the POLICY CHARGES section of the Data Pages.

Executive Officer means the chief executive officer, the president, any vice president, the corporate secretary or any assistant corporate secretary of United of Omaha Life Insurance Company.

Grace Period means the 61-day period within which premiums may be paid to avoid the Lapse of this policy.

Guaranteed Minimum Interest Rate means the interest rate shown as the "Guaranteed Minimum Interest Rate" in the Data Pages.

Home Office means, at the time of the delivery of this policy, our offices located at the address shown on the cover page of this policy. Upon any relocation of our Home Office, Home Office will mean the offices located at such changed address.

Insured means either of the persons shown as the “Insured” in the POLICY DATA section of the Data Pages.

Issue Age means the age shown as the “Issue Age” in the POLICY DATA section of the Data Pages for each Insured.

Issue Date means the date shown as the “Issue Date” in the POLICY DATA section of the Data Pages. It is the date from which Policy Years and policy anniversaries are measured.

Lapse means the termination of this policy due to the expiration of the Grace Period.

Loan means, as of any date of determination, the outstanding principal amount of sums you have borrowed from this policy, plus the amount of any interest due but unpaid on that principal amount.

Lifetime No-Lapse Protection means the No-Lapse Protection during the Lifetime No-Lapse Protection Period.

Lifetime No-Lapse Protection Monthly Premium means the amount shown as the “Lifetime No-Lapse Protection Monthly Premium” in the POLICY DATA section of the Data Pages.

Lifetime No-Lapse Protection Period means the time period specified as the “Lifetime No-Lapse Protection Period” in the NO-LAPSE PROTECTION VALUES section of the Data Pages.

Lifetime No-Lapse Protection Value means, as of any date, the value shown under the column “Lifetime No-Lapse Protection Value” in the No-Lapse Table.

Maturity Date means the date shown as the “Maturity Date” in the POLICY DATA section of the Data Pages.

Minimum Death Benefit means the amount calculated as the “Minimum Death Benefit” in the CERTAIN TAX MATTERS section of this policy.

Mode means the frequency with which premium payments are made under this policy. The initial Mode selected by you is shown in the POLICY DATA section of the Data Pages.

Monthly Charge means the monthly charge described in the MONTHLY DEDUCTION AND PREMIUM CHARGE section of this policy.

Monthly Rider Cost means the amount reflected as such in the Data Pages or any rider to this policy.

Monthly Deduction means the amount calculated each month under the MONTHLY DEDUCTION AND PREMIUM CHARGE section of this policy.

Monthly Deduction Date means the Issue Date and each monthly anniversary of the Issue Date.

Net Amount At Risk as of any Monthly Deduction Date means an amount equal to the greater of:

- (1) the Specified Amount divided by the Divisor for Calculating the Net Amount At Risk, reduced by the Accumulation Value; or
- (2) the Minimum Death Benefit, reduced by the Accumulation Value.

The Accumulation Value will never be less than zero.

Net Premium means the premium we receive reduced by the Premium Charge described in the POLICY CHARGES section of the Data Pages.

No-Lapse Protection means the policy benefit described under the **No-Lapse Protection** provision of this policy.

No-Lapse Protection Value Interest Rate means the interest rate, shown in the No-Lapse Protection Value section of the Data Pages, that is used solely for the purpose of calculating the Actual No-Lapse Protection value, the Short-Term No-Lapse Protection value and the Lifetime No-Lapse Protection value.

No-Lapse Table means the table captioned "Table of No-Lapse Protection Values" on the Data Pages.

Owner means the person(s) or entity(ies) described in the OWNER AND BENEFICIARY section of this policy as the owner of this policy.

Partial Withdrawal means the amount you may withdraw from the Surrender Value in accordance with the PARTIAL WITHDRAWALS section of this policy.

Planned Premium means the premium payments you plan to make under this policy. The initial premium you plan to make is shown as the "Planned Premium" in the POLICY DATA section of the Data Pages.

Policy Benefits means the payment of the Death Benefit or any other benefit payable under a rider to this policy.

Policy Class means a class of insureds under the same policy form as this policy and determined by us through a number of factors. These factors include, but are not limited to, the Specified Amount, Accumulation Value, Issue Date, policy duration, Issue Age, sex, Rate Class and Risk Class and any other factors which we may determine to take into account in the future.

Policy Year means each yearly period commencing on the Issue Date and each anniversary of the Issue Date thereafter while this policy is in effect.

Premium Charge means the premium charge described in the MONTHLY DEDUCTION AND PREMIUM CHARGE section of this policy.

Rate Class means the classification of each Insured shown in the "Rate Class" entries in the POLICY DATA section and RIDER DATA section of the Data Pages.

Risk Class means the classification of each Insured shown in the "Risk Class" entries in the POLICY DATA section and RIDER DATA section of the Data Pages.

Short-Term No-Lapse Protection means the No-Lapse Protection during the Short-Term No-Lapse Protection Period.

Short-Term No-Lapse Protection Monthly Premium means the amount shown as the "Short-Term No-Lapse Protection Monthly Premium" in the NO-LAPSE PROTECTION VALUES section of the Data Pages.

Short-Term No-Lapse Protection Period means the time period specified as the "Short-Term No-Lapse Protection Period" in the POLICY CHARGES section of the Data Pages.

Short-Term No-Lapse Protection Value means, as of any date, the value shown under the column "Short-Term No-Lapse Protection Value" in the No-Lapse Table.

Specified Amount means, as of the Issue Date, the "Initial Specified Amount" shown on the cover page. If the Specified Amount is decreased in accordance with the terms of this policy, then it means the Specified Amount as so decreased.

Surrender Charge means, as of any date, the charge calculated as described in the SURRENDER VALUE section of this policy.

Surrender Rate means the rate, not to exceed the rate specified in the "Table of Guaranteed Maximum Surrender Rates" shown in the POLICY CHARGES section of the Data Pages, determined by us in accordance with the SURRENDER VALUE section of this policy.

Surrender Value means, as of any date, the Accumulation Value less the sum of any applicable Surrender Charge and any Loan.

Total Partial Withdrawal means the sum of the Partial Withdrawal, the Surrender Charge, and the \$100 withdrawal fee.

Written Request means a request, in writing, signed by you, dated, and submitted to our Home Office. The request must be on a form we supply or be in a form and content acceptable to us.

DEATH BENEFIT

Death Benefit

On the date of the last surviving Insured's death, the Death Benefit is the greater of:

- (a) the Specified Amount in effect on the date of the last surviving Insured's death; or
- (b) the Minimum Death Benefit on the date of the last surviving Insured's death as described in the CERTAIN TAX MATTERS section of this policy.

The Death Benefit is reduced by any Loan outstanding and any due and unpaid Monthly Deductions.

Decrease in Specified Amount

You may decrease the Specified Amount once each Policy Year by submitting a Written Request on or after the first Policy Year. You may not, at any time, increase the Specified Amount for this policy.

If you request a decrease in Specified Amount, Surrender Charges will apply to the decrease amount. A minimum Specified Amount of \$250,000 must remain in force after any decrease.

A decrease in the Specified Amount will go into effect on the first Monthly Deduction Date following the date we approve the decrease. We will send you an amendment to this policy showing the Specified Amount after the decrease.

A decrease in the Specified Amount may result in the loss of No-Lapse Protection. For more information, see the Effects of a Change Event item in the **No-Lapse Protection** provision of this policy.

Interest on Death Benefit

We will pay interest on the Death Benefit at the rate of 8% annually beginning with the date that is 30 calendar days after due proof of death is received by us.

PREMIUM PAYMENTS

You may pay premiums at our Home Office or to an authorized agent. At your request, a premium receipt signed by an Executive Officer will be given to you. Planned Premiums may be paid annually, semi-annually, quarterly or at other intervals we offer. The Planned Premium and payment Mode you selected is shown in the POLICY DATA section of the Data Pages. After the first policy anniversary, you may change the Planned Premium by Written Request once each Policy Year.

You may also make additional premium payments. The amount of any additional premium paid with the initial Planned Premium is shown in the POLICY DATA section of the Data Pages.

Flexible premiums are allowed until the Maturity Date.

KEEPING THIS POLICY IN FORCE

Continuation of Insurance

This policy will continue in force until the Maturity Date if, as of each Monthly Deduction Date, the Surrender Value equals or exceeds the Monthly Deduction for that Monthly Deduction Date.

This policy will also continue in force until the Maturity Date if, as of any Monthly Deduction Date, the No-Lapse Protection is in effect even if the Surrender Value is less than the Monthly Deduction for that Monthly Deduction Date.

If, as of any Monthly Deduction Date, the Surrender Value is less than the Monthly Deduction for that Monthly Deduction Date and the No-Lapse Protection is not in effect, this policy will enter the Grace Period.

No-Lapse Protection

1. Calculation of the No-Lapse Protection

On the Issue Date, this policy will have No-Lapse Protection as shown on the Data Pages. This policy will have Short-Term No-Lapse Protection and Lifetime No-Lapse Protection. On each Monthly Deduction Date while No-Lapse Protection continues, we will calculate the Actual No-Lapse Value. The Actual No-Lapse Value is an amount equal to:

- (a) the total amount of premiums paid by you on or prior to such Monthly Deduction Date, accumulated with the No-Lapse Protection Value Interest Rate from the date of each premium payment; minus
- (b) the Total Partial Withdrawals made by you on or prior to such Monthly Deduction Date, accumulated with the No-Lapse Protection Value Interest Rate from the date of each Partial Withdrawal; minus
- (c) the amount of any Loan.

To determine whether No-Lapse Protection continues, we will then compare the Actual No-Lapse Value to the Short-Term No-Lapse Protection Value and the Lifetime No-Lapse Protection Value.

2. Short-Term No-Lapse Protection

During the Short-Term No-Lapse Protection Period, if the Actual No-Lapse Value is equal to or greater than the Short-Term No-Lapse Protection Value, then Short-Term No-Lapse Protection is in effect and this policy will remain in force without entering the Grace Period. If the Actual No-Lapse Value is less than the Short-Term No-Lapse Protection Value, then Short-Term No-Lapse Protection is not in effect. If Short-Term No-Lapse Protection is not in effect, this policy will enter the Grace Period, unless the Surrender Value equals or exceeds the Monthly Deduction for that Monthly Deduction Date.

The Short-Term No-Lapse Protection Values are based on Short-Term No-Lapse Protection Monthly Premium payments. If you make monthly premium payments in an amount equal to the Short-Term No-Lapse Protection Monthly Premium throughout the Short-Term No-Lapse Protection Period, Short-Term No-Lapse Protection will be in effect until the end of the Short-Term No-Lapse Protection Period. This assumes that no Change Event has occurred and that you make no Partial Withdrawals or any Loan. The Short-Term No-Lapse Protection is not in effect after the end of the Short-Term No-Lapse Protection Period.

If Short-Term No-Lapse Protection is not in effect as of any Monthly Deduction Date, you will be allowed at any time during the Short-Term No-Lapse Protection Period to restore the Short-Term No-Lapse Protection. The Short-Term No-Lapse Protection can be restored by paying us the amount by which the Short-Term No-Lapse Protection Value exceeds the Actual No-Lapse Value. The Short-Term No-Lapse Protection will be restored as of the Monthly Deduction Date occurring on or next after the date of payment. If this policy Lapses during the Short-Term No-Lapse Protection Period, you may restore the Short-Term No-Lapse Protection only by complying with the requirements of the **Reinstatement** provision of this policy.

3. *Lifetime No-Lapse Protection*

During the Lifetime No-Lapse Protection Period, if the Actual No-Lapse Value is equal to or greater than the Lifetime No-Lapse Protection Value, then Lifetime No-Lapse Protection is in effect and this policy will remain in force without entering the Grace Period. If the Actual No-Lapse Value is less than the Lifetime No-Lapse Protection Value, then Lifetime No-Lapse Protection is not in effect. If Lifetime No-Lapse Protection is not in effect, this policy will enter the Grace Period, unless Short-Term No-Lapse Protection is in effect or the Surrender Value equals or exceeds the Monthly Deduction for that Monthly Deduction Date.

The Lifetime No-Lapse Protection Values are based on Lifetime No-Lapse Protection Monthly Premium payments. If you make monthly premium payments in an amount equal to the Lifetime No-Lapse Protection Monthly Premium throughout the Lifetime No-Lapse Protection Period, Lifetime No-Lapse Protection will be in effect until the end of the Lifetime No-Lapse Protection Period. This assumes that no Change Event has occurred and that you make no Partial Withdrawals or any Loan. The Lifetime No-Lapse Protection is not in effect after the end of the Lifetime No-Lapse Protection Period.

If the Lifetime No-Lapse Protection is not in effect as of any Monthly Deduction Date during the Short-Term No-Lapse Protection Period and the policy is in force, you will be allowed to restore the Lifetime No-Lapse Protection. The Lifetime No-Lapse Protection can be restored by paying us the amount by which the Lifetime No-Lapse Protection Value exceeds the Actual No-Lapse Value. After the Short-Term No-Lapse Protection Period, the required payment must be made within 90 days following the Monthly Deduction Date in which the No-Lapse Protection is not in effect. During all Policy Years, if the No-Lapse Protection is not in effect as of any Monthly Deduction Date and this policy enters the Grace Period, the required payment to restore the No-Lapse Protection must be made within the Grace Period. The Lifetime No-Lapse Protection will be restored as of the Monthly Deduction Date occurring on or next following the date of payment. If you do not make the required payment within such time periods, the Lifetime No-Lapse Protection ends and cannot be restored. If this policy Lapses during the Short-Term No-Lapse Protection Period, you may restore the Lifetime No-Lapse Protection only by complying with the requirements of the **Reinstatement** provision of this policy.

4. *Monthly Deductions*

If this policy would have entered the Grace Period but for the No-Lapse Protection, each Monthly Deduction will continue to be charged.

5. *Effects of a Change Event*

If a Change Event occurs, the values reflected in the No-Lapse Table will change. In that event, we will send you a revised No-Lapse Table.

A Change Event could also result in a loss of No-Lapse Protection. We will notify you if a Change Event has resulted in the loss of No-Lapse Protection.

Grace Period For The Policy

There is a Grace Period of 61 days. This means that the policy will not Lapse if you pay the appropriate premium before the end of the Grace Period.

If the No-Lapse Protection is in effect, the policy will not enter the Grace Period, but will instead remain in force.

If the No-Lapse Protection is not in effect, the Grace Period will begin on any Monthly Deduction Date upon which the Surrender Value is less than the Monthly Deduction for that Monthly Deduction Date. Within 30 days after the start of the Grace Period, we will mail you a notice to your last known address. We will also send a notice to any collateral assignee of record to the assignee's last known address.

We will allow 61 days after the start of the Grace Period for you to pay the lesser of:

- (a) the amount necessary to restore No-Lapse Protection; or
- (b) the amount necessary to cover all unpaid Monthly Deductions and any unpaid Loan interest.

The policy remains in force during the Grace Period. If the last surviving Insured dies during the Grace Period, we will subtract from the Death Benefit any past due Monthly Deductions and any Loan.

If you have not paid the amount specified in our notice to you by the end of the Grace Period, this policy will Lapse as of the first day of the Grace Period.

IF THIS POLICY LAPSES AFTER THE SHORT-TERM NO-LAPSE PROTECTION PERIOD, THE LIFETIME NO-LAPSE PROTECTION WILL NO LONGER BE IN EFFECT AND CANNOT BE RESTORED.

Reinstatement

You have three years after the date this policy Lapses to apply to reinstate it. Prior to the end of the Short-Term No-Lapse Protection Period, you may also restore the No-Lapse Protection when you reinstate this policy. To reinstate the policy, you must:

- (a) submit a written application signed by you and both Insureds;
- (b) provide evidence of insurability for both Insureds which we determine to be acceptable to us;
- (c) prior to the end of the Short-Term No-Lapse Protection Period, pay a premium at least equal to:
 - (1) the amount necessary to restore the Short-Term No-Lapse Protection; or
 - (2) an amount equal to:
 - (i) the Surrender Charge as of the date of Lapse; plus
 - (ii) an amount equal to the three Monthly Deductions next following the date of reinstatement; minus
 - (iii) the unloaned portion of the Accumulation Value, if any, as of the date of Lapse.
- (d) Following the end of the Short-Term No-Lapse Protection Period, pay a premium at least equal to the amount in (c)(2) above.

Reinstatement will be effective on the date we approve the reinstatement.

Upon the effective date of any reinstatement, the Accumulation Value will equal the total of:

- (a) The amount of your reinstatement premium payment; less
- (b) The Premium Charge on such reinstatement premium payment; plus
- (c) An amount equal to the unloaned portion of the Accumulation Value, if any, as of the date of Lapse.

This policy will retain its original Issue Date and Policy Years will continue to be calculated from the Issue Date. Upon reinstatement of this policy, any Loan outstanding as of the date of Lapse will be deemed paid.

If this policy Lapsed because there was not sufficient Surrender Value to pay any interest due on a Loan, you may not reinstate this policy.

If one Insured has died, you may not reinstate this policy.

MONTHLY DEDUCTION AND PREMIUM CHARGE

Monthly Deduction

A Monthly Deduction is due on each Monthly Deduction Date prior to the younger of the Insured's Attained Age of 120 and will be deducted from the Accumulation Value. The Monthly Deduction equals the sum of the following charges:

- (a) the Monthly Charge;
- (b) the Cost of Insurance Charge for the current month; and
- (c) the Monthly Rider Cost for the current month.

Monthly Charge

We will determine the Monthly Charge from time to time, but the Monthly Charge will not exceed the guaranteed maximum shown in the Data Pages.

Cost of Insurance Charge

The Cost of Insurance Charge is an amount equal to the Cost of Insurance Rate multiplied by the Net Amount At Risk. We will determine the Cost of Insurance Rate from time to time, but the Cost of Insurance Rate will not exceed the guaranteed maximum rate shown in the Data Pages. The guaranteed maximum rates vary by both Insured's Attained Age, sex, Risk Class and Rate Class.

Monthly Rider Cost

We will determine the Monthly Rider Cost, if any, from time to time, but the Monthly Rider Cost will not exceed any guaranteed maximum shown in the Data Pages or the applicable rider.

Premium Charge

A Premium Charge is applied to each premium payment made under this policy. We will determine the Premium Charge from time to time, but the Premium Charge will not exceed the guaranteed maximum shown in the POLICY CHARGES section of the Data Pages.

Changes in Rates and Charges

The Monthly Charges, Cost of Insurance Rates, Monthly Rider Costs and Premium Charges will be determined based on our expectations of future investment earnings, persistency, mortality, expense experience, taxes and any other factors which we may determine to take into account in the future. These rates and charges will apply uniformly to all members of the same Policy Class.

ACCUMULATION VALUE

Calculation

The Accumulation Value on the Issue Date is an amount equal to the initial Net Premium minus the Monthly Deduction for the Issue Date. On each other day while this policy is in force, Accumulation Value equals the sum of:

- (a) the Accumulation Value as of the prior day; plus
- (b) interest earned on such amount since the prior day; plus
- (c) any Net Premiums received since the prior day; minus
- (d) on a day which is a Monthly Deduction Date, the Monthly Deduction; minus
- (e) any Total Partial Withdrawal since the prior day; minus
- (f) any Surrender Charge resulting from a requested decrease in Specified Amount.

Credited Interest

We determine the annual rates of interest to be credited to the Accumulation Value which rates will vary over time, but will never be less than the Guaranteed Minimum Interest Rate. We determine such rates separately for the loaned and unloaned portions of the Accumulation Value, so the rates may be different for loaned and unloaned portions. If the Accumulation Value is less than zero, interest will not be credited to the Accumulation Value.

1. Unloaned Portion

The rates of interest on the unloaned portion of the Accumulation Value are based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes and any other factors which we may determine to take into account in the future. In no event will any interest rate be less than the Guaranteed Minimum Interest Rate. The rates of interest are determined uniformly for all members of the same Policy Class.

We credit interest using an investment-year method. Under that method, interest is credited at rates which vary by the date that Net Premiums were received by us. Any future change in interest rate or rates are made separately for each date that Net Premiums were received. Accordingly, the interest credited to each Net Premium may vary. In crediting interest using the investment-year method, we deem any Total Partial Withdrawals or Loans made by you as coming from the portion of the Accumulation Value which represents Net Premiums received by us from the most recent date to the earliest date.

2. Loaned Portion

We credit interest on the loaned portion of the Accumulation Value at the Guaranteed Minimum Interest Rate.

SURRENDER VALUE

Upon Written Request while either Insured is living, you may surrender this policy for its Surrender Value by returning it to us. This policy will terminate on the date the Written Request is recorded by us at our Home Office.

The Surrender Value equals the Accumulation Value minus the sum of any applicable Surrender Charge and any Loan as of the effective date of the surrender.

The Surrender Charge in any Policy Year is an amount equal to:

- (a) the Surrender Rate;
- (b) multiplied by the Specified Amount as of the effective date of the surrender;
- (c) divided by 1,000.

We will waive any Surrender Charge applicable to a requested decrease in Specified Amount or full surrender of the policy if:

- (a) the federal estate tax rates applicable to taxable estate transfers are reduced to zero percent for a period of at least 24 consecutive months; and
- (b) you inform us of your decision to decrease the Specified Amount or surrender this policy within three months from the date in which item (a) above is satisfied.

We will determine the Surrender Rate from time to time, but the Surrender Rate will not exceed the rates shown in the "Table of Guaranteed Maximum Surrender Rates" on the Data Pages. The Surrender Rates will be determined based on our expectations of future investment earnings, persistency, mortality, expense experience, taxes and any other factors which we may determine to take into account in the future. The Surrender Rates will apply uniformly to all members of the same Policy Class.

PARTIAL WITHDRAWALS

Upon Written Request on or after the first policy anniversary while either Insured is living, you may withdraw a portion of the Surrender Value of this policy. Partial Withdrawals will be subject to the following conditions:

- (a) The amount of each Partial Withdrawal must be at least \$500.
- (b) The amount of each Total Partial Withdrawal must not exceed:
 - (1) beginning in Policy Year two, until the Policy Year shown in the Table of Guaranteed Maximum Surrender Rates in which the Surrender Charge is zero, 90% of the Surrender Value immediately prior to such Partial Withdrawal and thereafter 100% of the Surrender Value immediately prior to such Partial Withdrawal; less
 - (2) an amount equal to the sum of the Monthly Deductions for the next three Monthly Deduction Dates.
- (c) No Partial Withdrawal may be made which results in the Specified Amount being reduced below \$250,000.
- (d) A Surrender Charge equal to the Surrender Rate multiplied by the decrease in the Specified Amount will be deducted for each Partial Withdrawal request.
- (e) Beginning in Policy Year two, until the Policy Year shown in the Table of Guaranteed Maximum Surrender Rates in which the Surrender Charge is zero, you may make a Partial Withdrawal only once each Policy Year and thereafter the number of Partial Withdrawals is unlimited.
- (f) A withdrawal fee of \$100 will be deducted for each Partial Withdrawal request.

The effects of a Partial Withdrawal are that:

- (a) the Specified Amount will be reduced by the amount of the Partial Withdrawal plus the withdrawal fee; and
- (b) the Accumulation Value will be reduced by the amount of the Total Partial Withdrawal.

We will send you an amendment to this policy showing the Specified Amount after the Partial Withdrawal.

A Partial Withdrawal may result in the loss of No-Lapse Protection. For more information, see the Effects of a Change Event item in the **No-Lapse Protection** provision of this policy.

LOANS

You may obtain Loans by Written Request secured by this policy's Surrender Value. You must assign the policy to us as sole security for the Loan.

Loans may be made at any time after the first Policy Year. If a Loan is made, the Death Benefit will be reduced by the amount of the Loan.

The minimum Loan amount is \$500. The maximum Loan amount available equals:

- (a) the Surrender Value; minus
- (b) the interest that will accrue on the Loan to the end of the Policy Year in which the Loan is made; minus
- (c) the Monthly Deduction for the Monthly Deduction Date occurring on or next after the date of the Loan.

We will charge 5.66% loan interest in advance (equivalent to 6.0% effective annual interest rate). Interest is due on the Loan on each policy anniversary. Any payments of interest not paid when due will be added to the principal amount of the Loan and bear interest at the same interest rate payable on the Loan.

You may repay all or part of a Loan at any time while this policy is in force. You must identify any payment intended as a Loan repayment or it will be considered a premium payment.

A Loan may result in the loss of No-Lapse Protection.

If this policy Lapses while a Loan is outstanding, you may experience adverse tax consequences. You should consult your personal tax advisor before such Lapse occurs.

POLICY SPLIT OPTION

Exercise of the POLICY SPLIT OPTION may have possible tax consequences. You should consult a qualified tax advisor.

Benefit

This provision provides the Owner the option to terminate this policy and split its Specified Amount and Surrender Value as follows:

- (a) If both Insureds meet the split option eligibility requirement, two separate policies will be issued, each having 50% of the Specified Amount and 50% of the Surrender Value of this policy.
- (b) If only one Insured meets the split option eligibility requirement, a separate policy having 50% of the Specified Amount and 50% of the Surrender Value of the original policy will be issued on the life of that Insured. A separate policy will **not** be issued on the life of the remaining Insured who does not meet the split option eligibility requirement. Instead, 50% of the Surrender Value of this policy will be paid to the Owner.
- (c) If neither Insured meets the split option eligibility requirement, separate policies will **not** be issued. Instead, the Surrender Value of the original policy will be paid to the Owner.

The split option eligibility requirement is met if the Insured's Risk Class shown in the Data Pages is **neither** greater than 200% **nor** "No Rating Assigned."

Evidence of insurability is not required to exercise this option. Any new policy issued as a result of the policy split will be a form of permanent insurance, designated by us, which we are issuing at that time. All policy splits will be made in the percentages described above, unless otherwise required by a valid court order.

Split Option Events

This policy may be split only if one of the following events occurs:

- (a) Dissolution of the marriage of the Insureds. A final divorce decree must have been entered with respect to the marriage of the Insureds and must have been in effect for at least 6 months, but not longer than 1 year, before the policy split is requested. The Insureds must have been married to each other when the policy was issued. A copy of the final divorce decree must be provided to us and the policy split must not contradict the terms of the decree.
- (b) Dissolution of a business interest, if the Insureds are business partners or co-stockholders in such business. The policy split must be exercised within 6 months of the date of the dissolution of the business interest, and proof of the dissolution satisfactory to us must be provided. The business interest must have been in place when the policy was issued.
- (c) Changes to the federal tax law. The policy may be split if the federal estate tax provisions of the Code are changed resulting in (1) the elimination of the federal estate tax unlimited marital deduction or (2) a reduction of at least 50% in the maximum federal estate tax rates so that the amount of federal estate tax due at the death of the survivor is 50% or less of the tax that would have been due before the change to the Code. The policy split must be exercised within 6 months after any such change becomes effective.

Subject to satisfying the requirements of this section, we will split this policy for a new policy on the life of each Insured when we receive, at our Home Office, Written Request for such a split while this policy is in force.

Conditions

In addition to the occurrence of an event described in the **Split Option Events** provision, the policy split is subject to all of the following conditions:

- (a) This policy must be in force and not in the Grace Period.
- (b) The Owner of any new policy must have an insurable interest in the Insured's life, and the Owner and Insured for any new policy must sign the application for any new policy.
- (c) The first full premium on any new policy must be paid before the policy will become effective.
- (d) The Issue Date of any new policy will be the termination date of this policy.
- (e) If any new policy is issued, it will be based on the equivalent Rate Class and Risk Class applicable to the Insureds as under this policy. The premium for any new policy will be based on rates in effect at the time the policy split is exercised and on the Insureds Attained Age at the time of the policy split.
- (f) Additional benefit riders may be attached to a new policy only at our option.
- (g) Coverage under any new policy will take effect immediately upon the termination of this policy.

Under no circumstances will we pay a Death Benefit under both this policy and any new policy issued as a result of exercising the policy split.

CONSIDERATION

The consideration for this policy is the application and the premium you paid.

SUICIDE EXCLUSION

We will not pay the Death Benefit if either Insured commits suicide, while sane or insane, within two years from the Contestability Date. Instead, we will return the premiums paid less the sum of any Loan not repaid and any Partial Withdrawals.

If this policy is issued as a replacement of another of our policies and the original policy is terminated, the suicide exclusion period for the amount of insurance replaced will be measured from the date of the original policy.

CERTAIN TAX MATTERS

The Code affords various tax benefits to life insurance. However, if the Accumulation Value exceeds certain amounts in relation to the amount of the Death Benefit, a policy loses its status as life insurance. This policy has been designed to satisfy the definition of life insurance under Section 7702 of the Code. Among other things, the Code provides that the Death Benefit cannot be less than the Minimum Death Benefit. The Minimum Death Benefit at any time equals the Accumulation Value multiplied by the Death Benefit Percentage for the Attained Age of the younger of the Insureds. If the younger Insured is the first to die, we will continue to base the Death Benefit Percentage on the Attained Age that the younger Insured would have attained if still living. The percentages are shown in the following table:

TABLE OF DEATH BENEFIT PERCENTAGES

Attained Age	Death Benefit Percentage								
0-40	250%	48	197%	56	146%	64	122%	72	111%
41	243%	49	191%	57	142%	65	120%	73	109%
42	236%	50	185%	58	138%	66	119%	74	107%
43	229%	51	178%	59	134%	67	118%	75-90	105%
44	222%	52	171%	60	130%	68	117%	91	104%
45	215%	53	164%	61	128%	69	116%	92	103%
46	209%	54	157%	62	126%	70	115%	93	102%
47	203%	55	150%	63	124%	71	113%	94	101%
								95+	101%

While you are entitled to make certain changes in various aspects of this policy, we may decline to accept a change if we determine that it could adversely affect the status of this policy as life insurance under the Code. Increases in the amount of premiums paid in excess of the Planned Premium, decreases in the Specified Amount and Partial Withdrawals are the types of changes which may have tax consequences.

We also have the right to change this policy, to require additional premium payments, or to make distributions from this policy to the extent necessary to continue to qualify it as life insurance. In the event that a premium payment would cause this policy to fail to qualify as life insurance under the Code, we reserve the right to refund the excess payment to you unless necessary to continue coverage. We also reserve the right to take whatever action is necessary to prevent this policy from becoming a modified endowment contract under Section 7702A of the Code, unless you have otherwise indicated to us in writing that you want a modified endowment contract.

OWNER AND BENEFICIARY

Owner

The Owner of this policy is shown in the POLICY DATA section of the Data Pages unless changed in accordance with the **Change of Ownership** provision of this policy.

Any reference to "Owner" in this policy includes joint Owners.

While either Insured is alive, you may exercise rights as Owner of this policy.

Change of Ownership

You may name a new person or legal entity to become the Owner of this policy by Written Request to us while either Insured is living. Unless you specify otherwise in the Written Request, the ownership change will be effective on the date the Written Request is signed, but it will not be binding on us until recorded at our Home Office. We will have no responsibility or liability for any payments made or actions taken between the date the Written Request was signed and the date it was recorded by us at our Home Office. If the Beneficiary designation in effect is irrevocable, the Beneficiary must also sign the Written Request.

Assignment

You may assign this policy or any interest in this policy to another person or legal entity by Written Request to us while either Insured is living. Unless you specify otherwise in the Written Request, the assignment will become effective on the date the Written Request was signed, but it will not be binding on us until we have recorded it at our Home Office. Any rights created by the assignment will be subject to any payments made or other actions taken by us between the date the Written Request was signed and the date it was recorded at our Home Office. If the Beneficiary designation in effect is irrevocable, the Beneficiary must also sign the Written Request. We will not be responsible for the validity of any assignment.

Beneficiary

The Beneficiary is named by you in the application. The Beneficiary may be one or more persons or legal entities. If the Beneficiary is more than one person or legal entity, they will share the benefit equally or as you may otherwise specify in the application or by Written Request to us. If you name a contingent beneficiary, that person becomes the Beneficiary if the Beneficiary dies before the last surviving Insured. If there is no named Beneficiary living when the last surviving Insured dies, you will become the Beneficiary if you are then living. Otherwise your estate will become the Beneficiary.

You may change the Beneficiary by Written Request to us while either Insured is living. Unless you specify otherwise in the Written Request, it will be effective on the date the Written Request is signed, but it will not be binding on us until we have recorded it at our Home Office. Any rights created by a change of Beneficiary will be subject to any payments made or other action taken by us before the date the Written Request was signed and the date it was recorded at our Home Office. If the Beneficiary designation in effect is irrevocable, the Beneficiary must also sign the Written Request.

GENERAL PROVISIONS

Entire Contract

This policy is a contract between you and us. The entire contract is:

- (a) this policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of this policy;
- (d) any riders; and
- (e) any endorsements and amendments.

All statements made in the application will, in the absence of fraud, be considered representations and not warranties. We will not use any statement in defense of a claim or to contest the policy unless it is in a written application.

Any change made to the policy requires an Executive Officer's written consent. An agent does not have authority to change this policy or waive any of its terms.

Incontestability

Except for nonpayment of premium, we will not contest the validity of this policy after it has been in force during the lifetime of the last surviving Insured for two years from the Contestability Date.

Except for nonpayment of premium, we will not contest the validity of this policy after it has been in force during the lifetime of the last surviving Insured for two years from the effective date of reinstatement.

Any contest of the validity of this policy or any reinstatement will be based on the related application.

If this policy is issued as a replacement of another of our policies and the original policy is terminated, the contestable period for the amount of insurance replaced will be measured from the date of the original policy.

Misstatement of Age or Sex

If the age or sex of either Insured has been misstated, we will adjust the Specified Amount and the Death Benefit to that which would have been purchased by the most recent Cost of Insurance Charge at the correct age and sex of each Insured.

Notice of First Death

Due proof of death of the Insured who dies first must be sent to us at our Home Office within 30 days of the date of death or as soon as reasonably possible.

Nonparticipating

This policy will not pay any dividends nor share in any of our surplus or earnings.

Timing of Payments

We may defer payments of any Surrender Value, Partial Withdrawal or Loan (except for Loans to pay premium on any policy issued by us) for up to six months after we receive your Written Request for the payment.

Annual Statement

Once each Policy Year we will send you a statement of your policy benefits and values. The statement will include:

- (a) the beginning and ending dates for the statement period;
- (b) the Accumulation Value at the end of the previous statement period and at the end of the current statement period;
- (c) all amounts credited or debited to the policy during the statement period;
- (d) the Death Benefit at the end of the statement period;
- (e) the Surrender Value at the end of the statement period;
- (f) the amount of any Loan as of the end of the statement period;
- (g) if the Guaranteed Minimum Interest Rate, guaranteed maximum Cost of Insurance Rate, guaranteed maximum Monthly Charge and Planned Premium payments will not provide sufficient Accumulation Value or No-Lapse Protection to keep the policy in force until the end of the next statement period, notice of that fact; and
- (h) any other information required by law in the state where this policy was delivered.

Illustrative Report

You may request an up-to-date illustrative report of your policy benefits and values at any time. The report will be based on past results and assumptions of the future. We will provide one illustrative report free each Policy Year. We reserve the right to charge a fee not more than \$20 for additional reports.

Basis for Interest Calculations

All calculations of interest made under this policy will be made on the basis of actual days elapsed for a 365-day year with interest compounding daily.

Minimum Legal Values

All values provided by this policy will be at least equal to the nonforfeiture minimums required by the state in which this policy was delivered. A detailed statement showing how values are determined has been filed with the insurance department in states that require such filing.

To calculate the required minimum values, we use the Guaranteed Minimum Interest Rate and the appropriate mortality table for each Insured's Issue Age and Risk Class. If an Insured's Risk Class is Nontobacco, we use the 2001 CSO Mortality Table, Age Last Birthday, Nonsmoker. If an Insured's Risk Class is Tobacco, we use the 2001 CSO Mortality Table, Age Last Birthday, Smoker.

Compliance with Law

We reserve the right to make any change to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation.

PAYMENT OF POLICY BENEFITS

The Policy Benefits will be available to the Beneficiary in one lump sum. Unless prohibited by applicable law, if the Policy Benefits are in excess of \$5,000, we may make the Policy Benefits available to the Beneficiary through a personalized checkbook, debit card or other payment mechanism. The checkbook, debit card or other payment mechanism will permit the Beneficiary to access any or all of the Policy Benefits at the convenience of the Beneficiary.

The Policy Benefits will be deemed paid by us upon issuance to the Beneficiary of the checkbook, debit card or other payment mechanism.

While the Policy Benefits are held by us, we will credit interest on them at an interest rate to be determined by us. The interest rate will vary over time. A statement of account activity will be provided to the Beneficiary.

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*Joint and Last Survivor
Flexible Premium Adjustable
Life Insurance Policy*

**THE BENEFITS, VALUES, PERIODS OF COVERAGE AND PREMIUMS
UNDER THIS POLICY ARE NOT FIXED AND MAY VARY OVER TIME.**

THIS POLICY IS NOT PARTICIPATING AND THEREFORE IT WILL PAY NO DIVIDENDS.

UNITED OF OMAHA LIFE INSURANCE COMPANY

JOINT AND LAST SURVIVOR FOUR YEAR LEVEL TERM INSURANCE RIDER

This rider is part of the policy to which it is attached. It is subject to all of the policy provisions which are not inconsistent with the provisions of this rider. This rider is nonrenewable and nonconvertible.

EFFECTIVE DATE

The effective date of this rider is the Issue Date.

DEFINITIONS

Capitalized terms used in this rider are used with the meanings assigned to them in the policy or this section of the rider.

Rider Benefit means, as of the Issue Date, the amount shown as the "Rider Benefit" in the Rider Data Page.

Rider Cost of Insurance Charge means a dollar amount equal to the Rider Cost of Insurance Rate multiplied by the Rider Benefit divided by 1,000.

Rider Cost of Insurance Rate means the rate, not to exceed the rate specified in the "Table of Guaranteed Maximum Monthly Cost of Insurance Rates" shown in the Rider Data Page, as determined by us in accordance with the RIDER COST OF INSURANCE RATE section of this rider.

Rider Date Page means the RIDER DATA section of the Data Pages.

Rider Rate Class means the classification of each Insured shown in the "Rate Class" entries in the Rider Data Page.

Rider Risk Class means the classification of each Insured shown in the "Risk Class" entries in the Rider Data Page.

RIDER BENEFIT

We will pay the Rider Benefit to the Beneficiary after we receive satisfactory proof that each Insured died while this rider was in force.

RIDER COST OF INSURANCE RATE

We will determine the Rider Cost of Insurance Rate from time to time, but the Rider Cost of Insurance Rate will not exceed the guaranteed maximum shown in the Rider Data Page. The Rider Cost of Insurance Rates will be determined based upon our expectations of future investment earnings, persistency, mortality, expense experience, taxes and any other factors which we may determine to take into account into the future. These rates will apply uniformly to all members of the same Policy Class.

MONTHLY RIDER COST

A Monthly Rider Cost is due on each Monthly Deduction Date for the Policy Years shown on the Rider Data pages and will be deducted from the Accumulation Value. The Monthly Rider Cost is equal to the Rider Cost of Insurance Charge.

BENEFICIARY

The Beneficiary for this rider is the same Beneficiary as the policy. The Beneficiary is named by you in the application. The Beneficiary may be one or more persons or legal entities. If the Beneficiary is more than one person or legal entity, they will share the benefit equally or as you may otherwise specify in the application or by Written Request to us. If you name a contingent beneficiary, that person becomes the Beneficiary if the Beneficiary dies before the last surviving Insured. If there is no named Beneficiary living when the last surviving Insured dies you will become the Beneficiary, if you are then living. Otherwise your estate will become the Beneficiary.

You may change the Beneficiary by Written Request to us during the lifetime of either Insured. Unless you specify otherwise in the Written Request, it will be effective on the date the Written Request is signed, but it will not be binding on us until we have recorded it at our Home Office. Any rights created by a change of Beneficiary will be subject to any payments made or other action taken by us before the date the Written Request was signed and the date it was recorded at our Home Office. If the Beneficiary designation in effect is irrevocable, the Beneficiary must also sign the Written Request.

MISSTATEMENT OF AGE OR SEX

If the age or sex of either Insured has been misstated, we will adjust the Rider Benefit to that which would have been purchased by the most recent Rider Cost of Insurance Charge at the correct age and sex of each Insured.

INCONTESTABILITY

We will not contest the validity of this rider after it has been in force during the lifetime of each Insured for two years from the Contestability Date.

SUICIDE

We will not pay the Rider Benefit if either Insured commits suicide, while sane or insane, within two years from the Contestability Date. Instead, we will return any Monthly Rider Costs associated with this rider.

NONFORFEITURE VALUES

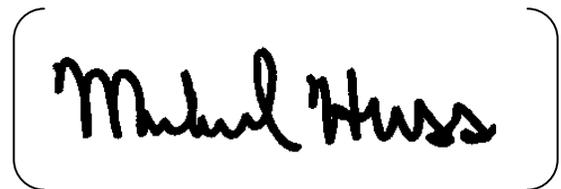
This rider does not have any surrender value or loan value.

TERMINATION

This rider will terminate on the earlier of the following:

- (a) the expiration date of this rider shown on the Rider Data Page;
- (b) the Monthly Deduction Date next following the date we receive your Written Request to terminate this rider;
- (c) the date the policy Lapses or is cancelled or is surrendered;
- (d) the date the last surviving Insured dies; or
- (e) the date the policy terminates as a result of the POLICY SPLIT OPTION section of the policy.

United of Omaha Life Insurance Company

A handwritten signature in black ink, reading "Michael Huss", enclosed within a large, thin black bracket.

Corporate Secretary

SERFF Tracking Number: MUTM-126116707 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 42510
 Company Tracking Number: KENDRA SAYLER
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 2009 GUL Survivor C830LAR09P
 Project Name/Number: 2009 GUL Survivor/C830LAR09P

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR Read Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: This policy will be issued using application form C497LNA08A, approved by your Department on July 10, 2008.		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: Not required for this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Certificate of Compliance with Rule 19		
Comments:		
Attachment: AR Certif of Compliance with Rule 19.pdf		

	Item Status:	Status Date:
Satisfied - Item: Fee Schedule		

SERFF Tracking Number: MUTM-126116707 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 42510
Company Tracking Number: KENDRA SAYLER
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 2009 GUL Survivor C830LAR09P
Project Name/Number: 2009 GUL Survivor/C830LAR09P

Comments:

Attachment:

AR Fee Schedule Cert .pdf

Item Status:

Status

Date:

Satisfied - Item: UL Compliance Cert

Comments:

Attachment:

AR UL Compliance Cert.pdf

Item Status:

Status

Date:

Satisfied - Item: Data Pages

Comments:

Attachment:

GULS Data Pages.pdf

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability Data Pages

Comments:

Attachment:

Statement of Variability Data Pages - C830LAR09P.pdf

CERTIFICATION

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
C830LAR09P	Joint and Last Survivor Flexible Premium Life Insurance Policy	40*
C816LNA09R	Joint and Last Survivor Four Year Level Term Insurance Rider	40**

*Flesch score for this form meets or exceeds your required score of 40.0.

**When scored with the base policy.

United of Omaha Life Insurance Company

Date: May 28, 2009



Daniel J. Kennelly
Vice President & Chief Compliance Officer

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: United of Omaha Life Insurance Company

Form Number(s): C830LAR09P, C816LNA09R

I hereby certify, to the best of my knowledge and belief, that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Daniel J. Kennelly

Name

Vice President & Chief Compliance Officer

Title

May 28, 2009

Date

ARKANSAS
INSURANCE
DEPARTMENT

400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204

Lee Douglass
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: United of Omaha Life Insurance Company

Company NAIC Code: 261-69868

Company Contact Person & Phone: Kendra Saylor

402-351-2454

INSURANCE DEPARTMENT USE ONLY:

ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LIFE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.

* 1 X \$50 = \$ 50.00

**Retaliatory \$ _____

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

* _____ X \$50 = _____

**Retaliatory \$ _____

Life and/or Disability Policy, Contract or Annuity Forms : Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.

* _____ X \$20 = _____

**Retaliatory \$ _____

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.

* _____ X \$25 = \$ _____

**Retaliatory \$ _____

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority

* _____ X \$400 = _____

Filing to amend Certificate of Authority.

*** _____ X \$100 = _____

***THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.**

****THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.**

*****THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. SEC. 23-61-401.**

CERTIFICATE OF COMPLIANCE

I have reviewed the requirements set forth in Sections 6 and 7 of the Universal Life Insurance Regulation 34 of the State of Arkansas. I hereby certify that this policy, C830LAR09P, is in compliance. I also certify that the reserve held on any policy will never be less than the cash surrender value.


Joseph A. Kenny, FSA, MAAA
Product Performance Director

Date: May 28, 2009

UNITED of OMAHA LIFE INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175

a stock company

Insured [John J. Doe]
[Jane D. Doe]

Owner [John J. Doe]
[Jane D. Doe]

Initial Specified Amount [\$250,000]

Issue Date [May 1, 2009]

Contestability Date [May 1, 2009]

Policy Number [BU1234567]

Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy

United of Omaha Life Insurance Company will, subject to the terms of this policy, pay the Death Benefit to the Beneficiary as soon as possible after we receive satisfactory proof at our Home Office that the last surviving Insured's death occurred while this policy was in force. On the Maturity Date we will pay you the Death Benefit if either Insured is then living and the policy is in force.

Right to Return This Policy. If you are not satisfied with your policy, return it within 20 days after you receive it. It may be returned by delivering or mailing it to our Home Office or to any of our agency offices. If this policy is a replacement of another life insurance or annuity policy, the Right To Return This Policy period is 30 days after you receive it. If you return this policy within the specified time, we will promptly refund the premium you paid and cancel your policy as of the Issue Date.

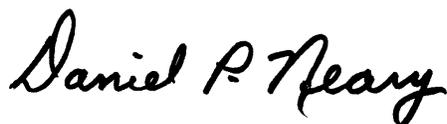
READ YOUR POLICY CAREFULLY

*This policy is a legal contract between you, the Owner,
and us, United of Omaha Life Insurance Company.*

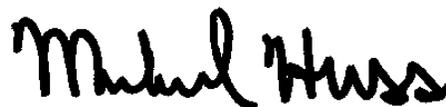
**THE BENEFITS, VALUES, PERIODS OF COVERAGE AND PREMIUMS UNDER THIS
POLICY ARE NOT FIXED AND MAY VARY OVER TIME.**

THIS POLICY IS NOT PARTICIPATING AND THEREFORE IT WILL PAY NO DIVIDENDS.

For customer service or questions about your coverage, please call [1-800-775-6000].



Chairman of the Board and
Chief Executive Officer



Corporate Secretary

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POLICY SUMMARY

This is a joint and last survivor flexible premium adjustable life insurance policy.

"Joint and Last Survivor" means that the Death Benefit offered in this policy covers two lives and is payable upon the death of the second Insured.

"Flexible" premium means that, within certain limits, the amount and timing of the premiums you pay may vary during the term of this policy. Variations in the amount and timing of premium payments may affect the amount of the Death Benefit and other values of this policy.

"Adjustable" means that, subject to the limitations stated in this policy, the amount of life insurance protection afforded by this policy can increase or decrease over time.

We will pay a Death Benefit if both Insureds die while this policy is in force. If this policy terminates prior to the death of both of the Insureds, this policy may or may not have Surrender Value. The Surrender Value depends on various factors, including the amount and timing of premiums paid and the policy charges as described in this policy.

Under certain circumstances you may withdraw some of the value of this policy; however, a Surrender Charge may apply to the amount being withdrawn. You may also terminate this policy by surrendering it to us, but depending on the timing of the surrender, a Surrender Charge may apply. You may also be able to borrow from the value of this policy, and we would then charge you interest on the amount borrowed. The details of a withdrawal, surrender and loan are described in this policy.

This policy may also afford you No-Lapse Protection. As long as certain tests are met, this policy will not Lapse, which means it will continue in force. If you do not meet those tests, the policy may enter the 61-day Grace Period, after which this policy will Lapse if the appropriate premiums have not been paid.

After the end of each policy anniversary, we will send you an annual statement showing the value and other activity in this policy.

This is only a summary of your policy and it is subject to all the terms and conditions of the entire policy. To guide you in locating policy provisions which may be of particular interest to you, please refer to the Table of Contents.

POLICY DATA

Insured [John J. Doe]
Issue Age [35] **Sex** [Male]
Risk Class [Standard Nontobacco]
Rate Class [Standard]

Insured [Jane D. Doe]
Issue Age [35] **Sex** [Female]
Risk Class [Standard Nontobacco]
Rate Class [Standard]

Owner [John J. Doe]
 [Jane D. Doe]

Policy Number [BU1234567]
Initial Specified Amount [\$250,000]
Issue Date [May 1, 2009]
Contestability Date [May 1, 2009]
Maturity Date* [May 1, 2094]

Annualized Planned Premium [\$870.00]	Years Payable [85]
Planned Premium [\$870.00]	Mode Selected [Annual]
Additional Premium at Issue [\$0.00]	

Short-Term No-Lapse Protection
Monthly Premium [\$25.38]
Lifetime No-Lapse Protection
Monthly Premium [\$72.50]

Guaranteed Minimum Interest Rate
Credited to the Accumulation Value: 3.00%

SCHEDULE OF BENEFITS

Form	Benefit	Monthly Policy and Rider Charges	Benefit Years
C830LAR09P	Life Insurance	See Data Pages	[85]
[C816LNA09R]	[Joint and Last Survivor Four Year Level Term Insurance Rider]	[See Data Pages]	[4]

* The Maturity Date is the date the younger of the Insureds reaches the Attained Age of 120. This policy may terminate prior to the Maturity Date even if you make Planned Premium payments. This is because the rates and charges deducted from and the interest rate credited to this policy are not guaranteed. Additionally, you may take certain actions under this policy, such as making Loans and Partial Withdrawals or decreasing the Specified Amount, which may result in this policy terminating prior to the Maturity Date.

Assuming the factors which impact the Surrender Value of this policy are fixed at the guaranteed maximum or minimum shown in the Data Pages and that Planned Premium payments are made when due, this policy will [mature] in [2094]. This date reflects the No-Lapse Protection in effect. The factors which impact the Surrender Value are the interest rate credited to and the policy charges deducted from the Accumulation Value.

POLICY CHARGES

GUARANTEED MAXIMUM PREMIUM CHARGE:

[25%] of each premium payment.

GUARANTEED MAXIMUM MONTHLY CHARGE:

- (a) [\$0.1090] per \$1,000 of Specified Amount per month; plus
- (b) [\$10.00] per month.

**Table of Guaranteed Maximum Monthly Cost of Insurance Rates
(Per \$1,000 of Net Amount At Risk)**

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
[1	0.00009	27	0.12713	53	7.83454	79	57.60752
2	0.00028	28	0.15335	54	8.88899	80	61.01970
3	0.00051	29	0.18427	55	9.97037	81	64.29189
4	0.00077	30	0.22027	56	10.90031	82	67.70997
5	0.00108	31	0.26210	57	11.77911	83	71.33792
6	0.00145	32	0.30990	58	12.92009	84	74.75624
7	0.00190	33	0.36507	59	14.32489	85	78.32232
8	0.00245	34	0.42873	60	15.99912	86	0.000000]
9	0.00315	35	0.50300	61	17.79628		
10	0.00401	36	0.59148	62	19.57510		
11	0.00507	37	0.69889	63	20.86052		
12	0.00636	38	0.82663	64	21.68967		
13	0.00787	39	0.97291	65	23.05719		
14	0.00959	40	1.14151	66	24.72832		
15	0.01169	41	1.33542	67	26.50355		
16	0.01430	42	1.56027	68	28.47539		
17	0.01758	43	1.82397	69	30.64832		
18	0.02169	44	2.13131	70	33.03509		
19	0.02668	45	2.48461	71	35.57803		
20	0.03293	46	2.90579	72	38.20411		
21	0.04068	47	3.40379	73	40.89336		
22	0.04994	48	3.95476	74	43.64480		
23	0.06066	49	4.56382	75	46.49804		
24	0.07302	50	5.25277	76	49.37148		
25	0.08767	51	5.99865	77	52.16046		
26	0.10537	52	6.84897	78	54.84467		

DIVISOR FOR CALCULATING THE NET AMOUNT AT RISK: 1.0024663

**Table of Guaranteed Maximum Surrender Rates
(Per \$1,000 of Specified Amount)**

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	[\$19]	8	[13]	15	[6]
2	[18]	9	[12]	16	[5]
3	[17]	10	[11]	17	[3]
4	[17]	11	[10]	18	[2]
5	[16]	12	[9]	19	[1]
6	[15]	13	[8]	20 and later	0
7	[14]	14	[7]		

NO-LAPSE PROTECTION VALUES

The No-Lapse Protection values are used solely to determine whether the No-Lapse Protection is in effect. These values have no impact on the Accumulation Value or the Surrender Value of this policy.

The values below are as of the end of each Policy Year. Prior to the end of a Policy Year, the No-Lapse Protection value will be calculated in a manner consistent with the values below, taking into account the time that has passed since the end of the prior Policy Year, and the Guaranteed No-Lapse Protection Value Interest Rate

No-Lapse Protection Value Interest Rate: [6.09%]

Short-Term No-Lapse Protection Period: [20] Policy Years

Lifetime No-Lapse Protection Period: [85] Policy Years

[The values calculated below take into account the Joint and Last Survivor Four Year Level Term Insurance Rider]

Table of No-Lapse Protection Values

End of Policy Year	Short-Term No-Lapse Protection Value	Lifetime No-Lapse Protection Value
[1]	\$314.52	\$898.45
2	648.21	1,851.61
3	1,002.21	2,862.80
4	1,377.76	3,935.60
5	1,776.18	5,073.71
6	2,198.89	6,281.13
7	2,647.31	7,562.08
8	3,123.05	8,921.04
9	3,627.75	10,362.78
10	4,163.19	11,892.31
11	4,731.23	13,515.00
12	5,333.88	15,236.49
13	5,973.23	17,062.82
14	6,651.51	19,000.37
15	7,371.09	21,055.92
16	8,134.50	23,236.65
17	8,944.43	25,550.19
18	9,803.68	28,004.60
19	10,715.23	30,608.50
20	11,682.30	33,371.00
21		36,301.72

End of Policy <u>Year</u>	Short-Term No-Lapse Protection <u>Value</u>	Lifetime No-Lapse Protection <u>Value</u>
22		39,410.92
23		42,709.48
24		46,208.91
25		49,921.47
26		53,860.13
27		58,038.64
28		62,471.62
29		67,174.56
30		72,163.91
31		77,457.12
32		83,072.68
33		89,030.21
34		95,350.56
35		102,055.82
36		109,169.42
37		116,716.23
38		124,722.64
39		133,216.65
40		142,227.94
41		151,788.01
42		161,930.30
43		172,690.26
44		184,105.50
45		196,215.90
46		209,063.83
47		222,694.20
48		237,154.67
49		252,495.75
50		268,771.10
51		286,037.64
52		304,355.69
53		323,789.30
54		344,406.42
55		366,279.12
56		389,483.86
57		414,101.75
58		440,218.87
59		467,926.53
60		497,321.56
61		528,506.75
62		561,591.11
63		596,690.29
64		633,927.00
65		673,431.41
66		715,341.63
67		759,804.17
68		806,974.47
69		857,017.41
70		910,107.96
71		966,431.71
72		1,026,185.59
73		1,089,578.46
74		1,156,831.91
75		1,228,181.11
76		1,303,875.43

End of Policy <u>Year</u>	Short-Term No-Lapse Protection <u>Value</u>	Lifetime No-Lapse Protection <u>Value</u>
77		1,384,179.54
78		1,469,374.13
79		1,559,757.05
80		1,655,644.25
81		1,757,370.97
82		1,865,292.80
83		1,979,787.08
84		2,101,254.01
85		2,230,118.22]

RIDER DATA

Joint and Last Survivor Four Year Level Term Rider C816LNA09R

Insured	[John J. Doe]	Issue Age	[35]	Sex	[Male]
Risk Class	[Standard Nontobacco]				
Rate Class	[Standard]				
Insured	[Jane D. Doe]	Issue Age	[35]	Sex	[Female]
Risk Class	[Standard Nontobacco]				
Rate Class	[Standard]				
Rider Benefit	[\$250,000]				
Expiration Date	[May 1, 2013]				

**Table of Guaranteed Maximum Monthly Cost of Insurance Rates
(Per \$1,000 of Rider Benefit)**

Policy Year	Rate
1	[0.00009
2	0.00028
3	0.00051
4	0.00077]

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STATEMENT OF VARIABILITY
Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy
Data Pages
C830LAR09P

<u>Page</u>	<u>Section</u>	<u>Explanation</u>
Face Page.....		<p>Insured, Owner, Issue Date, Contestability Date, and Policy Number variables are standard for Universal Life policies and specific to each Insured.</p> <p>Initial Specified Amount variable with a minimum of \$250,000.</p> <p>Company phone number and officer signatures are variable to indicate the company will update this information automatically, without resubmitting for filing review.</p>
Data Pages ...	POLICY DATA	<p>Insured, Owner, Policy Number, Issue Age, Risk Class, Rate Class, Sex, Issue Date, and Contestability Date are variable based on each Insureds specific demographics.</p> <p>Initial Specified Amount variable with a minimum of \$250,000.</p> <p>Maturity Date variable with a range from the Issue Age to the policy anniversary following the youngest Insured's Attained Age of 120.</p> <p>Annualized Planned Premium, Planned Premium, Additional Premium at Issue specific to the Insured and vary by what the Insured wants to pay.</p> <p>Years Payable variable based on the Issue Age. Premiums are payable until the policy anniversary following the youngest Insured's Attained Age of 120.</p> <p>Mode Selected variable based upon the payment Mode selected by the Insureds.</p> <p>Short-Term No-Lapse Protection Monthly Premium and Lifetime No-Lapse Protection Monthly Premium variable based upon each Insureds Issue Age, sex, Risk Class, Rate Class, band and riders added to the policy.</p>
Data Pages ...	SCHEDULE OF BENEFITS	<p>Benefit Years variable ranges from 120 minus the youngest Insured's Issue Age.</p> <p>Riders information will print if the Applicant chooses rider options at the time of application.</p>

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Mutual of Omaha Plaza, Omaha, NE 68175

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Terminate/Mature variable based on the calculation of the date that the policy ends based on the planned premium. If the date equals the maturity date, then "mature" is printed; otherwise, it will print "terminate".

Data Pages ...**POLICY CHARGES****GUARANTEED MAXIMUM PREMIUM CHARGE**
variable ranges from 5 to 30%.

GUARANTEED MAXIMUM MONTHLY CHARGE (a)
per \$1,000 of Specified Amount per month: varies by Issue Age, Sex, band, Rate Class and Risk Class.

(b) \$ amount per month: variable with a range of \$5-20.

Table of Guaranteed Maximum Monthly Cost of Insurance Rates reflects each Insureds Attained Age, sex, risk class and rate class.

Table of Guaranteed Maximum Surrender Rates reflects each Insureds Issue Age, sex, Risk Class, Rate Class and duration.

Data Pages ...**NO-LAPSE PROTECTION VALUES**.....**Guaranteed No-Lapse Protection Value Interest Rate**
variable based upon each Insureds Issue Age, sex, Risk Class and Rate Class.

Short-Term No-Lapse Protection Period variable with a range from 1-20 Policy Years.

Lifetime No-Lapse Protection Period variable based on number of years available for Lifetime No-Lapse Protection. xx signifies the younger Insureds Issue Age.

[The values calculated below take into account the **Joint and Last Survivor 4 Year Level Term Rider**] Statement will print if the rider is selected.

Table of No-Lapse Protection Values reflects each Insureds sex, issue Age, risk class, rate class, band and duration.

Data Pages ...**RIDER DATA****Insured, Issue Age, Sex, Risk Class, Rate Class, and Expiration Date** are variable based on each Insureds specific demographics.

Rider Benefit variable with a maximum face amount limited to two times the base policy face amount.

Table of Guaranteed Maximum Monthly Cost of Insurance Rates variable based on each Insureds Attained Age, sex, Risk Class and Rate Class.

SERFF Tracking Number: MUTM-126116707 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 42510
 Company Tracking Number: KENDRA SAYLER
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 2009 GUL Survivor C830LAR09P
 Project Name/Number: 2009 GUL Survivor/C830LAR09P

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/28/2009	Form	Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy	06/03/2009	AR GULS Cover Letter.pdf (Superseded)
05/28/2009	Form	Joint and Last Survivor Four Year Level Term Insurance Rider	06/03/2009	

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UNITED of OMAHA LIFE INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175
402 342 7600



May 28, 2009

Arkansas Department of Insurance
Attn: Compliance - Life & Health
1200 West Third Street
Little Rock, AR 72201-1904

RE: United of Omaha Life Insurance Company
NAIC # 261-69868 FEIN 47-0322111
Individual Flexible Premium Adjustable Life Insurance
Form C830LAR09P - Joint and Last Survivor Flexible Premium Adjustable Life Insurance Policy
Form C816LNA09R - Joint and Last Survivor Four Year Level Term Insurance Rider
Actuarial Memorandum

On behalf of United of Omaha Life Insurance Company, I am submitting the above captioned forms and actuarial memorandums in final printed format for review and approval. These forms contain no unusual or controversial items according to normal company and industry standards. To the best of my knowledge, they comply with all your applicable statutes.

Policy form C830LAR09P is new and will replace form 7188L-0803 which was approved by your Department on June 11, 2003. Rider form C816LNA09R is new and will replace form 2350-0695 which was approved by your Department on June 22, 1995.

Form C830LAR09P is a joint and last survivor flexible premium adjustable life insurance policy with premiums payable until the policy anniversary following the younger insured's 120th birthday. The death benefit is adjustable and is payable upon the death of the last surviving insured. The maturity date is the policy anniversary following the younger insured's 120th birthday. There is also a secondary guarantee in the policy as provided in the No-Lapse Protection provision.

Policy form C830LAR09P incorporates two No-Lapse Protections (Short-Term No-Lapse Protection and Lifetime No-Lapse Protection), provided the applicable requirements have been met. The Short-Term No-Lapse Protection is available for up to 10 years depending on the insured's issue age. The Lifetime No-Lapse Protection is available until the younger insured's attained age of 120.

Policy form C830LAR09P contains a Split Policy Option section and waiver of surrender charge information. The Split Policy Option allows for a 50/50 split of the specified amount and surrender value in the policy between the two insureds due to the dissolution of marriage or business interest or due to a change in the tax law. If the split policy option is exercised, this policy will terminate and two separate policies will be issued. If both insureds meet the split option eligibility requirement, two separate policies will be issued. If only one insured meets the split option eligibility requirement, a separate policy having 50% of the specified amount and 50% of the surrender value of this will be issued on the life of that insured. A separate policy will not be issued on the life of the remaining insured; instead the remaining surrender value will be paid to the owner. If neither insured meets the split option eligibility requirement, separate policies will not be issued and the surrender value will be paid to the owner. The split option eligibility requirement is met if the insured's risk class shown in the data pages of the policy is neither greater than 200% nor "No Rating Assigned."

Policy form C830LAR09P contains a waiver of surrender charge option within the Surrender Value section of the policy. It allows for a waiver of any surrender charges applicable to a decrease in specified amount or full surrender of the policy if the Federal Estate Tax rates applicable to taxable estate transfers are reduced to zero percent for a period of at least 24 consecutive months.

Policy form C830LAR09P will utilize amendment form C602LNA08E, which approved by your Department on August 19, 2008, to inform the insured of a "Change Event" after the policy has been issued. A Change Event is defined in the policy as a decrease in specified amount and/or the termination of a rider prior to its expiration date. Amendment form C602LNA08E will state the appropriate Change Event and will contain an updated Table of No-Lapse Protection Values, if applicable.

Rider form C816LNA09R provides additional protection for four years and is available at time of issue. The rider benefits are payable on the last surviving insureds death. The rider is available on any insureds that are covered by the base policy. The minimum death benefit for the rider is \$250,000 (same as base policy).

This product will be sold in the general insurance market by independent brokers and our career agents. It will initially be available to applicants ages 18 through 85. The minimum face amount offered is currently \$250,000.

Please see the enclosed Statement of Variability for information regarding policy information, identified with brackets, which will vary per insured, policy year, specified amount, etc.

This policy will be issued using application form C497LNA08A, approved by your Department on July 10, 2008.

This policy will be sold with a sales illustration.

The Flesch score of these forms meets or exceeds your state's requirements.

Enclosed are the required filing materials. Please feel free to contact me if you should have any questions and/or concerns. Thank you for your time and consideration of this submission.

Sincerely,



Kendra Sayler
Product and Advertising Compliance Analyst
Regulatory Affairs

Phone: 402-351-2454

Fax: 402-351-5298

E-mail: Kendra.Sayler@mutualofomaha.com