

SERFF Tracking Number: MUTM-127004521 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 48079
 Company Tracking Number: BRANDI LASHLEY
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Individual Flexible Premium Adjustable Life Insurance-GULC-D229LAR10P
 Project Name/Number: Individual Flexible Premium Adjustable Life Insurance-GULC/D229LAR10P

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: Individual Flexible Premium SERFF Tr Num: MUTM-127004521 State: Arkansas
 Adjustable Life Insurance-GULC-D229LAR10P

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 48079
 Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: BRANDI LASHLEY State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Shelly Kaipust, Brandi Disposition Date: 03/01/2011

Lashley, Kim Meyerring, Mary
 Gregg, Krysia Gannon, Ellen
 Cochrane, Kendra Sayler, Philip
 Boll

Date Submitted: 02/24/2011 Disposition Status: Approved-
 Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Flexible Premium Adjustable Life Insurance- Status of Filing in Domicile:
 GULC

Project Number: D229LAR10P

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 03/01/2011

State Status Changed: 03/01/2011

Deemer Date:

Created By: Shelly Kaipust

Submitted By: Shelly Kaipust

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

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Form Numbers: D229LAR10P - Policy Level Pay (Sex Distinct)

D230LAR10P - Policy Level Pay (Unisex)

D231LAR10P - Policy ECV (Sex Distinct)

D232LAR10P - Policy ECV (Unisex)

Actuarial Memoranda

On behalf of United of Omaha Life Insurance Company, I am submitting the above-captioned forms and actuarial memoranda for review and approval. Policies D229LAR10P and D230LAR10P are new and will replace A987LNA06P and A988LNA06P, which your department approved on February 28, 2007. Policies D231LAR10P and D232LAR10P are new and will not replace any previously approved forms.

All of the submitted policies are fully underwritten flexible premium adjustable life insurance policies with premiums payable until the policy anniversary following the insured's 120th birthday. The death benefit is adjustable, and the maturity date is the policy anniversary following the insured's 120th birthday. Each policy will initially be available to applicants ages 18 through 90. The minimum face amount offered is currently \$50,000. Please see the attached Memorandum of Variable Material listing policy information, identified with brackets, which will vary per insured, policy year, specified amount, etc.

These policies provide no-lapse protection, provided the applicable requirements have been met.

Independent brokers and our career agents will sell D229LAR10P and D231LAR10P in the general insurance market.

D230LAR10P and D232LAR10P are identical to D229LAR10P and D231LAR10P respectively, with the exception of offering gender-blended rates. D230LAR10P and D232LAR10P will be sold in the business insurance market by independent brokers and our career agents.

These policies will be applied for using the applications listed in Appendix A attached to the supporting documents section.

These policies will be sold with a sales illustration.

All policies have achieved a minimum Flesch score of 40.

Attached 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.

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Sincerely,

Brandi L. Lashley, ACS, AIRC
 Senior Product and Advertising Compliance Analyst
 Corporate Compliance and Ethics
 Phone: 402-351-4005
 Fax: 402-351-5298
 E-mail: brandi.lashley@mutualofomaha.com

Company and Contact

Filing Contact Information

Brandi Lashley, Product & Advertising Compliance Analyst
 brandi.lashley@mutualofomaha.com
 Mutual of Omaha 402-351-4005 [Phone]
 Mutual of Omaha Plaza 402-351-5298 [FAX]
 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) 351-6910 ext. [Phone] FEIN Number: 47-0322111

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$200.00	02/24/2011	45011212

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/01/2011	03/01/2011

SERFF Tracking Number: MUTM-127004521 *State:* Arkansas
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Disposition

Disposition Date: 03/01/2011

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	Actuarial Memorandums		No
Supporting Document	AR UL Compliance Cert		Yes
Supporting Document	Memos of Variability		Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy Level Pay (Sex Distinct)		Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy Level Pay (Unisex)		Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy ECV (Sex Distinct)		Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy ECV (Unisex)		Yes

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Form Schedule

Lead Form Number: D229LAR10P

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	D229LAR10P	Policy/Contract Certificate	Individual Flexible Premium Adjustable Life Insurance Policy Level Pay (Sex Distinct)	Initial		0.000	D229LAR10P - 2011 GULC Sex Distinct Level Pay Policy.pdf
	D230LAR10P	Policy/Contract Certificate	Individual Flexible Premium Adjustable Life Insurance Policy Level Pay (Unisex)	Initial		0.000	D230LAR10P - 2011 GULC Unisex Level Pay Policy.pdf
	D231LAR10P	Policy/Contract Certificate	Individual Flexible Premium Adjustable Life Insurance Policy ECV (Sex Distinct)	Initial		0.000	D231LAR10P - 2011 GULC Sex Distinct ECV Policy.pdf
	D232LAR10P	Policy/Contract Certificate	Individual Flexible Premium Adjustable Life Insurance Policy ECV (Unisex)	Initial		0.000	D232LAR10P - 2011 GULC Unisex ECV Policy.pdf

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



a stock company

Insured [John J. Doe]
Owner(s) [John J. Doe]
Initial Specified Amount [\$100,000]
Issue Date [April 1, 2011]
Contestability Date [April 1, 2011]
Policy Number [1234567]

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 *insured* died while this policy was in force. On the *maturity date*, we will pay you the *death benefit* if the *insured* is then living and the policy is in force.

RIGHT TO RETURN THIS POLICY

If you are not satisfied with your policy, you can return it to us within 20 days after you receive it. You can deliver or mail it to our *home office* or to any of our agency offices. If this policy replaced another life insurance or annuity policy, you can return this policy within 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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

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 flexible premium adjustable life insurance policy.

"Flexible premium" means that, within certain limits, you may vary the amount and timing of the *premiums* you pay for 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 certain limitations, the *death benefit* of this policy can increase or decrease over time.

We will pay a *death benefit* if the *insured* dies while this policy is in force. If it terminates prior to the death of the *insured*, this policy may or may not have a *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. 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. We would then charge you interest on the amount borrowed. The details of a *partial withdrawal*, surrender, and *loan* are described later in this policy.

This policy may also provide *no-lapse protection*. This means that as long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy will not *lapse*. If the *no-lapse protection value* minus any *loan* is less than zero, this policy will enter the 61-day *grace period*. At the end of the *grace period*, this policy will *lapse* if the appropriate *premiums* have not been paid.

We will send you an annual statement showing the value and other activity in this policy.

THIS IS ONLY A SUMMARY OF YOUR POLICY. IT IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE ENTIRE POLICY. PLEASE SEE THE TABLE OF CONTENTS TO LOCATE POLICY PROVISIONS.

POLICY DATA

Insured	[John J. Doe]		
Owner(s)	[Jimmy J. John]		
Policy Number	[12345678]	Initial Specified Amount	[\$100,000]
Sex	[Male]		
Issue Age	[35]		
Risk Class	[Nontobacco]		
Rate Class	[Standard]		
Issue Date	[April 1, 2011]		
Maturity Date*	[April 1, 2096]		
Initial Modal Premium	[\$ 831.92]	Annualized Planned Premium	[\$ 831.92]
Additional Premium at Issue	[\$ 0.00]		
Mode Selected	[Annual]	Years Payable	[85]
Guaranteed Minimum Interest Rate Credited to the Accumulation Value:	2.00%		

SCHEDULE OF BENEFITS

Form	Benefit	Monthly Policy Charges	Benefit Years
D229LAR10P	Life Insurance	See <i>data pages</i>	[85]

* This policy may terminate prior to the *maturity date* even if you make planned *premium* payments, subject to the **No-Lapse Protection** provision. This is because the rates and charges deducted from and the interest rate credited to this policy are not guaranteed. Additionally, this policy may terminate before the *maturity date* if you take certain actions, such as taking *loans*, taking *partial withdrawals*, or changing the *specified amount*.

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 you make planned *premium* payments when they are due, this policy will terminate in [2096]. This date reflects the *no-lapse protection* in effect.

POLICY CHARGES

Guaranteed Maximum Premium Charge Percentage:

[10.00%] of each premium payment.

Guaranteed Maximum Monthly Expense Charge:

- (a) [\$0.0821] per \$1,000 of *specified amount* per month; and
- (b) [\$5.00] per month.

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

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
35	0.0933	57	0.5933	79	5.3550	101	32.1825
36	0.0975	58	0.6466	80	5.9766	102	33.7275
37	0.1033	59	0.7091	81	6.6525	103	35.3700
38	0.1108	60	0.7850	82	7.3683	104	37.1058
39	0.1175	61	0.8775	83	8.1500	105	38.9341
40	0.1266	62	0.9850	84	9.0191	106	40.8750
41	0.1375	63	1.1025	85	9.9858	107	42.9341
42	0.1508	64	1.2250	86	11.0491	108	45.1191
43	0.1666	65	1.3525	87	12.1983	109	47.4350
44	0.1841	66	1.4816	88	13.4200	110	49.8875
45	0.2033	67	1.6166	89	14.7016	111	52.4858
46	0.2225	68	1.7591	90	15.9783	112	55.2358
47	0.2383	69	1.9191	91	17.2350	113	58.1458
48	0.2508	70	2.1058	92	18.5516	114	61.2208
49	0.2666	71	2.3325	93	19.9400	115	64.4691
50	0.2875	72	2.5975	94	21.4025	116	67.8966
51	0.3141	73	2.8766	95	22.8508	117	71.5108
52	0.3466	74	3.1766	96	24.2650	118	75.3166
53	0.3841	75	3.5033	97	25.7716	119	79.3058
54	0.4316	76	3.8716	98	27.3783	120	0.0000
55	0.4850	77	4.3000	99	29.0925		
56	0.5400	78	4.7975	100	30.7300		

Divisor For Calculating The Net Amount At Risk: 1.001652

Withdrawal Fee: [\$100]

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

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	[\$28]	8	[22]	15	[9]
2	[27]	9	[20]	16	[7]
3	[27]	10	[19]	17	[5]
4	[27]	11	[17]	18	[3]
5	[26]	12	[15]	19	[1]
6	[26]	13	[13]	20 and later	0
7	[24]	14	[11]		

NO-LAPSE PROTECTION

The *no-lapse protection value* is used solely to determine whether *no-lapse protection* is in effect. This value has no impact on the *accumulation value* or the *surrender value* of this policy.

There is no explicit charge for *no-lapse protection*. However, if you pay only the *premium* required to maintain the *no-lapse protection*, you may forfeit the advantage of building up a larger *accumulation value*.

If the *no-lapse protection* ends before the policy *maturity date*, the policy's *surrender value* may be zero and a significantly higher *premium* may be necessary to keep this policy in force.

No-Lapse Protection Catch-Up Period [3 policy months]

Please see the **No-Lapse Protection** provision for information about how the no-lapse protection catch-up period is applied.

The following factors are used only to calculate the *no-lapse protection value*. These factors are not used to calculate the *accumulation value* or *death benefit* provided by the policy or any rider benefits. Please see the **No-Lapse Protection** provision for more information.

No-Lapse Protection Value Interest Rate

Policy Years	Interest Rate
[1 -20]	[4.00%]
[21-40]	[4.75%]
[41-60]	[5.50%]
[61-80]	[6.25%]
[81-100]	[7.00%]
[101-120]	[7.75%]

No-Lapse Protection Load Limit [\$8.44] per \$1,000 of *specified amount*

Base No-Lapse Protection Load Percentage [In *policy years* 1 through 8 25.00%]
[In *policy years* 9 and later 7.00%]

Excess No-Lapse Protection Load Percentage [In *policy years* 1 and later 25.00%]

**Table of Guaranteed No-Lapse Protection Value Monthly
Cost of Insurance Rates Per \$1,000 of No-Lapse Protection Net Amount at Risk**

Policy Year	Rate	Policy Year	Rate
[1	0.2080	44	2.3757
2	0.2080	45	2.6518
3	0.2080	46	2.9596
4	0.2080	47	3.2943
5	0.2080	48	3.6488
6	0.2080	49	4.0359
7	0.2080	50	4.4663
8	0.2080	51	4.9450
9	0.2080	52	5.4715
10	0.2080	53	6.0406
11	0.2080	54	6.6456
12	0.2080	55	7.2803
13	0.2080	56	7.9125
14	0.2080	57	8.5348
15	0.2080	58	9.1868
16	0.2080	59	9.8743
17	0.2080	60	10.5985
18	0.2080	61	11.3157
19	0.2080	62	12.0160
20	0.2138	63	12.7621
21	0.2402	64	13.5577
22	0.2674	65	14.4066
23	0.2938	66	8.6440
24	0.3202	67	8.6440
25	0.3512	68	8.6440
26	0.3887	69	8.6440
27	0.4345	70	8.6440
28	0.4878	71	8.6440
29	0.5460	72	8.6440
30	0.6066	73	8.6440
31	0.6698	74	8.6440
32	0.7337	75	8.6440
33	0.8006	76	8.6440
34	0.8711	77	8.6440
35	0.9504	78	8.6440
36	1.0428	79	8.6440
37	1.1551	80	8.6440
38	1.2863	81	8.6440
39	1.4245	82	8.6440
40	1.5731	83	8.6440
41	1.7348	84	8.6440
42	1.9172	85	8.6440]
43	2.1294		

TABLE OF CONTENTS	PAGE
DEFINITIONS	1
DEATH BENEFIT	2
TAX MATTERS	2
Change in Specified Amount.....	3
PREMIUM PAYMENTS	3
KEEPING THIS POLICY IN FORCE	4
Continuation of Insurance	4
No-Lapse Protection	4
Grace Period	5
Reinstatement	5
POLICY CHARGES	6
Monthly Deduction	6
Cost of Insurance Charge	6
Surrender Charge	6
Changes in Rates and Charges.....	6
ACCUMULATION VALUE	7
Calculation	7
Credited Interest.....	7
SURRENDER VALUE	7
PARTIAL WITHDRAWALS	7
LOANS	8
SUICIDE EXCLUSION	8
OWNER AND BENEFICIARY	8
Change of Ownership	8
Assignment	8
Beneficiary.....	9
PAYMENT OF POLICY BENEFITS	9
GENERAL PROVISIONS	9
Consideration	9
Entire Contract	9
Incontestability	9
Misstatement of Age or Sex.....	10
Nonparticipating	10
Timing of Payments	10
Annual Statement.....	10
Illustrative Report	10
Minimum Legal Values.....	10
Compliance with Law	10

DEFINITIONS

This section provides an alphabetical list of certain terms and their meanings as used in this policy. As you read through this policy, keep in mind that any word you see in *italics* is a defined term.

Accumulation value means, as of any date, the value calculated as described in the ACCUMULATION VALUE section 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) you designate to receive the *death benefit* under this policy.

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

Contestability date means the date that starts the two-year contestability period. After this period, we may no longer contest the validity of this policy. This date is shown on the face page of this policy.

Data pages means the pages of this policy that contain information specific to you, the *insured*, and the benefits provided under this policy. The data pages are identified as such at the bottom of each page.

Death benefit means the benefit paid to the *beneficiary* when the *insured* dies while this policy is in force.

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 minimum interest rate we will credit to the *accumulation value* of this policy. The guaranteed minimum interest rate is shown on the *data pages*.

Home office means, at the time of the delivery of this policy, our offices located at the address shown on the face page of this policy. If our home office moves, home office will mean the offices located at the new address.

Insured means the person shown as the "Insured" in the POLICY DATA section of the *data pages*.

Issue age means, as of the *issue date*, the *insured's* age last birthday.

Issue date means the start date of this policy. The issue date is the date from which *policy years* and policy anniversaries are measured. This date is shown on the face page of this policy.

Lapse means the termination of this policy because appropriate *premiums* were not paid before the end of the *grace period*.

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

Maturity date means the date the *insured* reaches the *attained age* of 120. This date is shown in the POLICY DATA section of the *data pages*.

Minimum death benefit means an amount, provided by the *Code*, below which the *death benefit* may not fall.

Mode means the frequency with which *premium* payments are made under this policy. The initial mode you selected is shown in the POLICY DATA section of the *data pages*.

Monthly deduction means the total amount that is deducted each month from the *accumulation value* to maintain this policy.

Monthly deduction date means the date we make *monthly deductions* from the *accumulation value* of this policy. The monthly deduction date is the *issue date* and each monthly anniversary of the *issue date*.

Monthly expense charge means an amount we deduct each month from the *accumulation value* for the administrative expenses of this policy. The guaranteed maximum monthly expense charge is shown on the *data pages*.

Net premium means the *premium* we receive from you minus the *premium charge*.

No-lapse protection means the feature that maintains this policy in force even if there is not enough *surrender value* to pay the *monthly deduction*, as described in the **No-Lapse Protection** provision.

No-lapse protection cost of insurance means an amount used to determine the *no-lapse protection monthly deduction*, as described in the **No-Lapse Protection** provision.

No-lapse protection monthly deduction means an amount deducted from the *no-lapse protection value* equal to the applicable *no-lapse protection cost of insurance* plus the monthly cost of any riders.

No-lapse protection net amount at risk means, as of any *monthly deduction date*, the *specified amount* minus the *no-lapse protection value*.

No-lapse protection net premium means the *premium* minus the no-lapse protection load.

No-lapse protection value means a value, calculated as described in the **No-Lapse Protection** provision, which is used solely to determine whether the *no-lapse protection* is in effect.

Partial withdrawal means the amount you may withdraw from the *surrender value* in accordance with the PARTIAL WITHDRAWALS section of this policy.

Policy class means a class of insured persons who have the same policy form as this policy and who have certain factors in common that we determine. These factors include, but are not limited to, the *specified amount*, *accumulation value*, *issue date*, policy duration, *issue age*, rate class, risk class, and any other factors which we may determine to take into account in the future.

Policy year means each 12-month period starting on the *issue date* and each anniversary of the *issue date* thereafter.

Premium means an amount paid to United of Omaha Life Insurance Company in accordance with the provisions of this policy. It includes both planned payments and additional payments. A *loan* repayment is not a premium.

Premium charge means the amount we deduct for each *premium* payment you make under this policy. The premium charge is equal to the premium charge percentage shown on the *data pages* multiplied by the *premium*.

Specified amount means the amount of life insurance you selected. The initial specified amount is shown on the face page. If you change the specified amount in accordance with the terms of this policy, then it means the specified amount as so changed.

Surrender charge means, as of any date, the charge calculated as described in the **Surrender Charge** provision of this policy.

Surrender rate means the dollar amount per \$1,000 of *specified amount* that is used to calculate *surrender charges*. Guaranteed maximum surrender rates for each *policy year* are shown on the *data pages*.

Surrender value means, as of any date, the amount you will receive if you choose to surrender this policy before the *maturity date*.

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

The amount of the *death benefit* will be determined as of the date of the *insured's* death. The *death benefit* will be the greater of:

- (a) the current *specified amount*; or
- (b) the *minimum death benefit* on the date of the *insured's* death.

The *death benefit* will be reduced by any *loan* and any due and unpaid *monthly deductions*.

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.

TAX MATTERS

This policy has been designed to qualify as life insurance under Section 7702 of the *Code*. However, if the *accumulation value* exceeds the *death benefit* by a certain amount, a policy loses its status as life insurance as defined by the *Code*. Among other things, the *Code* provides a *minimum death benefit* below which the *death benefit* may not fall. The *minimum death benefit* at any time equals the *accumulation value* multiplied by the death benefit percentage for the *attained age* of the *insured* as shown in the following table:

TABLE OF DEATH BENEFIT PERCENTAGES

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

While you can make certain changes to this policy, we may decline to accept a change if it could adversely affect the status of this policy as life insurance under the *Code*. Some changes that may have tax consequences include, but are not limited to:

- (a) increasing the amount of *premiums* you pay in excess of the planned *premium*;
- (b) changing the *specified amount*; and
- (c) making *partial withdrawals*.

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 it is necessary to continue coverage. We also reserve the right to take necessary action 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.

CHANGE IN SPECIFIED AMOUNT

Beginning on the first policy anniversary during the lifetime of the *insured*, you may submit a *written request* to change the *specified amount* once each *policy year*.

To increase the *specified amount*, you must submit an application and provide evidence of insurability acceptable to us. Any increase must be at least \$1,000. You may not increase the *specified amount* after the *insured* reaches the *attained age* of 90.

You may decrease the *specified amount* by sending us a *written request*. During the first three *policy years*, you may not decrease the *specified amount* to be less than 50% of the initial *specified amount* shown on the face page. At no time may the *specified amount* be decreased below \$50,000.

A decrease in *specified amount* will be subject to a partial *surrender charge* during *policy years* when *surrender charges* apply. The partial *surrender charge* is equal to the applicable *surrender rate*, multiplied by the decrease in *specified amount*, divided by 1,000.

A change in *specified amount* will go into effect on the first *monthly deduction date* following the date we approve the change. We will send you a policy amendment showing the *specified amount* after the change.

A change in *specified amount* may result in the loss of *no-lapse protection*.

PREMIUM PAYMENTS

You may pay *premiums* at our *home office* or to one of our authorized agents. At your request, we will give you a *premium* receipt signed by an *executive officer*. You may pay planned *premiums* annually, semi-annually, quarterly, or at other intervals we may offer. The planned *premium* 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*. We will send you *premium* reminder notices for the planned *premium*.

You may also make additional *premium* payments. If you paid any additional *premium* with the initial planned *premium*, that amount is shown in the POLICY DATA section of the *data pages*.

KEEPING THIS POLICY IN FORCE

CONTINUATION OF INSURANCE

This policy will continue 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 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

Calculation of the No-Lapse Protection Value

On the *issue date*, this policy will have *no-lapse protection*. To determine whether *no-lapse protection* continues, we will calculate the *no-lapse protection value* on each *monthly deduction date*. As long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy has *no-lapse protection*.

On the policy's *issue date*, the *no-lapse protection value* equals:

- (a) the initial *no-lapse protection net premium*; minus
- (b) the *no-lapse protection monthly deduction* for the first month.

On any *monthly deduction date* after the *issue date*, the *no-lapse protection value* equals:

- (a) the *no-lapse protection value* as of the previous *monthly deduction date*, accumulated with one month's *no-lapse protection interest*; plus
- (b) any *no-lapse protection net premium* received since the previous *monthly deduction date*, accumulated with the *no-lapse protection interest* from the previous *monthly deduction date* to the current *monthly deduction date*; minus
- (c) the *no-lapse protection monthly deduction* for the current month; minus
- (d) any *partial withdrawal* you have taken since the previous *monthly deduction date*, including the withdrawal fee and any applicable *surrender charge*, accumulated with *no-lapse protection interest* from the date of withdrawal to the current *monthly deduction date*; minus
- (e) any *surrender charge* resulting from a decrease in *specified amount*.

No-lapse protection interest, as used in this provision, is determined by applying the *no-lapse protection interest rate* to the *no-lapse protection value* as of the previous *monthly deduction date*. The *no-lapse protection interest rate* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Load

The *no-lapse protection load limit* is used to determine the applicable *no-lapse protection load percentage*. The *no-lapse protection load limit* per \$1,000 of *specified amount* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The *no-lapse protection load* is an amount equal to a percentage of each *premium*. Cumulative *premiums* paid in any *policy year* up to and including the *no-lapse protection load limit* will be subject to the Base No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*. Cumulative *premiums* paid in any *policy year* that exceed the *no-lapse protection load limit* will be subject to the Excess No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Cost of Insurance

The *no-lapse protection cost of insurance* used to determine the *no-lapse protection monthly deduction* is calculated on each *monthly deduction date* as follows:

- (a) the applicable no-lapse protection cost of insurance rate shown in the *data pages*; multiplied by
- (b) the *no-lapse protection net amount at risk*; divided by
- (c) 1,000.

Restoration of No-Lapse Protection

If the *no-lapse protection value* minus any *loan* is less than zero on any *monthly deduction date*, we will notify you of the amount of *premium* you must pay in order to keep the *no-lapse protection*. This amount assumes no policy changes are made from the date of calculation until the date we receive your payment.

We must receive the required amount on or before the earliest of:

- (a) the last day of the no-lapse protection catch-up period shown on the *data pages*; or
- (b) the end of the *grace period*, if your policy is in the *grace period*.

If we do not receive this amount within the time specified, the *no-lapse protection* will no longer be in effect and cannot be restored.

GRACE PERIOD

This policy has a 61-day *grace period*. 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 not in effect, the *grace period* will begin on any *monthly deduction date* upon which the *surrender value* is less than the *monthly deduction*.

If the *no-lapse protection* is in effect, the policy will not enter the *grace period*, unless there is not enough *surrender value* to cover any applicable *loan* interest when due.

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.

This policy remains in force during the *grace period*. If the *insured* dies during the *grace period*, we will subtract from the *death benefit* any past due *monthly deductions* and the amount of any *loans*.

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*.

REINSTATEMENT

You have three years from the date this policy *lapses* to apply to reinstate it. To reinstate this policy, you must:

- (a) submit a written application signed by you and the *insured*, if you are not the *insured*;
- (b) provide evidence of insurability which we determine to be acceptable to us; and
- (c) pay a *premium* equal to the sum of:
 - (1) the amount that was required to keep the policy in force as of the end of the *grace period*; and
 - (2) the amount required to keep the policy in force for three months from the date of reinstatement.

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

On the effective date of any reinstatement, the *accumulation value* will equal the total of:

- (a) an amount equal to the unloaned portion of the *accumulation value*, if any, as of the date of *lapse*; plus
- (b) the amount of your reinstatement *premium* payment; minus
- (c) the *premium charge* on such reinstatement *premium* payment.

On the effective date of any reinstatement, the *no-lapse protection value* will equal the total of:

- (a) the *no-lapse protection value* as of the date of *lapse*; plus
- (b) the amount of your reinstatement *premium* payment; minus
- (c) the no-lapse protection premium load, as defined in the **No-Lapse Protection Premium Load** provision of this policy, on such reinstatement *premium* payment.

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* as of the date of *lapse* will be deemed paid.

POLICY CHARGES

MONTHLY DEDUCTION

Each month, we will subtract the *monthly deduction* from the *accumulation value* on the *monthly deduction date*. The *monthly deduction* equals:

- (a) the *monthly expense charge*; plus
- (b) the cost of insurance charge; plus
- (c) any applicable monthly rider costs.

COST OF INSURANCE CHARGE

The cost of insurance charge is part of the *monthly deduction*. The cost of insurance charge equals:

- (a) the net amount at risk for the current month; multiplied by
- (b) the current cost of insurance rate per \$1,000 of net amount at risk; divided by
- (c) 1,000.

The net amount at risk equals the greater of:

- (a) the *specified amount* divided by the divisor for calculating the net amount at risk as shown on the *data pages*, minus the *accumulation value* on the *monthly deduction date* after subtracting the *monthly expense charge* and the cost of any riders for the current month; or
- (b) the *minimum death benefit*.

SURRENDER CHARGE

The *surrender rates* and the *policy years* when *surrender rates* apply are shown on the *data pages*. During the applicable *policy years*, we will deduct a *surrender charge* from the *accumulation value* if you:

- (a) cancel your policy after the period specified in the **Right to Return This Policy** provision;
- (b) decrease the *specified amount*; or
- (c) take a *partial withdrawal*.

The *surrender charge* in any *policy year* is an amount equal to:

- (a) the *surrender rate*; multiplied by
- (b) the *specified amount*; divided by
- (c) 1,000.

The *surrender rate* will not exceed the rates shown in the Table of Guaranteed Maximum Surrender Rates on the *data pages*.

CHANGES IN RATES AND CHARGES

The *monthly expense charge*, cost of insurance rates, monthly rider costs, *surrender rates*, and *premium charge* may vary over time. We will determine these rates and charges based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factors we may determine to take into account in the future. However, they will never exceed the guaranteed maximums shown in the POLICY CHARGES section of the *data pages*. 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, the *accumulation value* equals:

- (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 *partial withdrawal* since the prior day.

CREDITED INTEREST

We determine the annual interest rates to be credited to the *accumulation value*. These interest rates will vary over time, but they will never be less than the *guaranteed minimum interest rate*. The interest rates we credit to the loaned and unloaned portions of the *accumulation value* may be different. If the *accumulation value* is less than zero, we will not credit interest to the *accumulation value*.

Unloaned Portion

The interest rates 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 this interest rate be less than the *guaranteed minimum interest rate*. The interest rates are determined uniformly for all members of the same *policy class*.

We credit interest on a daily basis using an investment-year method. Under that method, interest is credited at rates which vary by the date we receive *net premiums*. Any future change in interest rates is made separately for each date *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 *partial withdrawals* or *loans* as coming from that portion of the *accumulation value* which represents the *net premiums* we have received from the most recent date to the earliest date.

Loaned Portion

We credit interest on a daily basis on the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

SURRENDER VALUE

While the *insured* is living, you may surrender this policy for its *surrender value* by submitting a *written request* and returning this policy to us. This policy will terminate on the date we record the *written request* at our *home office*.

The *surrender value*, as of any date, equals:

- (a) the *accumulation value*; minus
- (b) any applicable *surrender charge*; minus
- (c) the amount of any *loan*.

PARTIAL WITHDRAWALS

On or after the first policy anniversary while the *insured* is living, you may withdraw part of the *surrender value* of this policy by submitting a *written request*. *Partial withdrawals* will be subject to the following conditions:

- (a) Each *partial withdrawal* must be at least \$100.
- (b) Each *partial withdrawal* must not exceed:
 - (1) 90% of the *surrender value* immediately prior to such *partial withdrawal* during *policy years* in which the *surrender charge* is greater than zero, and 100% of the *surrender value* immediately prior to such *partial withdrawal* thereafter; minus
 - (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 \$50,000.
- (d) During *policy years* in which the *surrender charge* is greater than zero, you may make a *partial withdrawal* only once each *policy year*. Thereafter, the number of *partial withdrawals* is unlimited.

The following will apply for each *partial withdrawal*:

- (a) The current *specified amount* will be reduced by the amount of the *partial withdrawal*; and
- (b) The *accumulation value* will be reduced by:
 - (1) the amount of the *partial withdrawal*; plus
 - (2) the *surrender charge* that applies to the decrease in *specified amount*; plus
 - (3) the withdrawal fee shown on the *data pages*.

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*.

LOANS

You may take *loans* secured by this policy's *surrender value* by submitting a *written request*. You must assign the policy to us as sole security for the *loan*.

The minimum *loan* allowed is \$100. The maximum *loan* allowed 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*.

If you request a *loan*, we will charge 4.76% *loan* interest in advance (5.0% effective annual interest rate). If you do not pay the interest when due, that interest will be added to the principal amount of the *loan* and bear interest at the same interest rate as the *loan*. If there is not enough *surrender value* available to cover the *loan* interest when due and you do not make a *loan* interest payment, this policy will end, subject to the **Grace Period** provision.

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 a *lapse* occurs.

SUICIDE EXCLUSION

We will not pay the *death benefit* if the *insured* commits suicide, while sane or insane, within two years from the *contestability date*. Instead, we will return all *premiums* paid, minus the sum of any *loan* and any *partial withdrawals*.

We will not pay that part of the *death benefit* resulting from an increase in the *specified amount* if the *insured* commits suicide, while sane or insane, within two years from the effective date of the increase in the *specified amount*. Instead, we will return the cost of insurance charge associated with the increase.

If this policy is replacing another of our policies, the suicide exclusion period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

OWNER AND BENEFICIARY

CHANGE OF OWNERSHIP

You may name a new person or legal entity to become the owner of this policy by submitting a *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the ownership change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. We are not liable for any payments we make or actions we take between the date you sign the *written request* and the date we record it 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* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the assignment will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by the

assignment will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it 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

You have named the *beneficiary* in the application. There may be separate *beneficiaries* for each *policy benefit*. If the *beneficiary* for any *policy benefit* 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*. If you name a contingent *beneficiary*, that person becomes the *beneficiary* if the *beneficiary* dies before the *insured*. If there is no named *beneficiary* living when the *insured* dies, you will become the *beneficiary*.

You may change the *beneficiary* by *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by a change of *beneficiary* will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it at our *home office*. If the *beneficiary* designation in effect is irrevocable, the *beneficiary* must also sign the *written request*.

PAYMENT OF POLICY BENEFITS

Policy benefits will be available to the *beneficiary* in one lump sum. If the policy benefits are more than \$5,000, we may make the policy benefits available to the *beneficiary* through a personalized checkbook, debit card, or other payment mechanism, unless prohibited by law. The checkbook, debit card, or other payment mechanism will allow the *beneficiary* access to all of the policy benefits.

We will be deemed to have paid the policy benefits when we issue the *beneficiary* the checkbook, debit card, or other payment mechanism.

While we are holding the policy benefits, we will credit interest on them at an interest rate we determine. The interest rate will vary over time. We will provide the *beneficiary* with a statement of account activity.

GENERAL PROVISIONS

CONSIDERATION

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

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 or 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 this policy unless it is in a written application.

Any change made to this 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 *insured's* lifetime 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 *insured's* lifetime for two years from the effective date of reinstatement.

Except for nonpayment of *premium*, we will not contest the validity of an increase in *specified amount* after the policy has been in force during the *insured's* lifetime for two years from the effective date of the increase.

If we contest the validity of this policy, any reinstatement, or any increase in *specified amount*, the contest will be based on the related application.

If this policy is replacing another of our policies, the contestable period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

MISSTATEMENT OF AGE OR SEX

If the age or sex of the *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.

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 a year, we will send you a statement of your policy benefits and values, free of charge. 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;
- (c) the *accumulation value* at the end of the current statement period;
- (d) all amounts credited or debited to this policy during the statement period;
- (e) the *death benefit* at the end of the statement period;
- (f) the *surrender value* at the end of the statement period;
- (g) the amount of any *loan* as of the end of the statement period;
- (h) if applicable, a notice that the *guaranteed minimum interest rate*, guaranteed maximum cost of insurance rate, guaranteed maximum *monthly expense 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; and
- (i) 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 for the future. We will provide one free illustrative report each year. We reserve the right to charge a fee not more than \$20 for additional reports.

MINIMUM LEGAL VALUES

Any cash values and paid-up nonforfeiture benefits available under this policy will never be less than the minimum values and benefits required by the state in which this policy was delivered. A detailed statement of the basis of the charges and the methods of computation 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 the *insured's issue age* and risk class. If the *insured's* risk class is Nontobacco, we use the 2001 CSO Mortality Table, Age Last Birthday, Non-Smoker. However, if the *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 changes to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation.

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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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



a stock company

Insured [John J. Doe]
Owner(s) [John J. Doe]
Initial Specified Amount [\$100,000]
Issue Date [April 1, 2011]
Contestability Date [April 1, 2011]
Policy Number [1234567]

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 *insured* died while this policy was in force. On the *maturity date*, we will pay you the *death benefit* if the *insured* is then living and the policy is in force.

RIGHT TO RETURN THIS POLICY

If you are not satisfied with your policy, you can return it to us within 20 days after you receive it. You can deliver or mail it to our *home office* or to any of our agency offices. If this policy replaced another life insurance or annuity policy, you can return this policy within 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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

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 flexible premium adjustable life insurance policy.

"Flexible premium" means that, within certain limits, you may vary the amount and timing of the *premiums* you pay for 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 certain limitations, the *death benefit* of this policy can increase or decrease over time.

We will pay a *death benefit* if the *insured* dies while this policy is in force. If it terminates prior to the death of the *insured*, this policy may or may not have a *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. 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. We would then charge you interest on the amount borrowed. The details of a *partial withdrawal*, surrender, and *loan* are described later in this policy.

This policy may also provide *no-lapse protection*. This means that as long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy will not *lapse*. If the *no-lapse protection value* minus any *loan* is less than zero, this policy will enter the 61-day *grace period*. At the end of the *grace period*, this policy will *lapse* if the appropriate *premiums* have not been paid.

We will send you an annual statement showing the value and other activity in this policy.

THIS IS ONLY A SUMMARY OF YOUR POLICY. IT IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE ENTIRE POLICY. PLEASE SEE THE TABLE OF CONTENTS TO LOCATE POLICY PROVISIONS.

POLICY DATA

Insured	[John J. Doe]		
Owner(s)	[Jimmy J. John]		
Policy Number	[12345678]	Initial Specified Amount	[\$100,000]
Issue Age	[35]		
Risk Class	[Nontobacco]		
Rate Class	[Standard]		
Issue Date	[April 1, 2011]		
Maturity Date*	[April 1, 2096]		
Initial Modal Premium	[\$ 831.92]	Annualized Planned Premium	[\$ 831.92]
Additional Premium at Issue	[\$ 0.00]		
Mode Selected	[Annual]	Years Payable	[85]
Guaranteed Minimum Interest Rate Credited to the Accumulation Value:	2.00%		

SCHEDULE OF BENEFITS

Form	Benefit	Monthly Policy Charges	Benefit Years
D230LAR10P	Life Insurance	See <i>data pages</i>	[85]

* This policy may terminate prior to the *maturity date* even if you make planned *premium* payments, subject to the **No-Lapse Protection** provision. This is because the rates and charges deducted from and the interest rate credited to this policy are not guaranteed. Additionally, this policy may terminate before the *maturity date* if you take certain actions, such as taking *loans*, taking *partial withdrawals*, or changing the *specified amount*.

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 you make planned *premium* payments when they are due, this policy will terminate in [2096]. This date reflects the *no-lapse protection* in effect.

POLICY CHARGES

Guaranteed Maximum Premium Charge Percentage:

[10.00%] of each premium payment.

Guaranteed Maximum Monthly Expense Charge:

- (a) [\$0.0787] per \$1,000 of *specified amount* per month; and
- (b) [\$5.00] per month.

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

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
35	0.0900	57	0.5743	79	4.9588	101	30.8746
36	0.0945	58	0.6263	80	5.5305	102	32.5326
37	0.1001	59	0.6858	81	6.1625	103	34.3076
38	0.1070	60	0.7565	82	6.8318	104	36.1988
39	0.1133	61	0.8415	83	7.5586	105	38.1925
40	0.1218	62	0.9391	84	8.3671	106	40.2886
41	0.1318	63	1.0455	85	9.2551	107	42.4885
42	0.1440	64	1.1570	86	10.2413	108	44.7985
43	0.1585	65	1.2740	87	11.3280	109	47.2318
44	0.1746	66	1.3936	88	12.4818	110	49.7758
45	0.1925	67	1.5198	89	13.6828	111	52.4155
46	0.2108	68	1.6540	90	14.8335	112	55.1513
47	0.2270	69	1.8040	91	15.9625	113	58.0296
48	0.2408	70	1.9781	92	17.2208	114	61.1775
49	0.2578	71	2.1878	93	18.6093	115	64.4310
50	0.2793	72	2.4308	94	20.1253	116	67.8565
51	0.3061	73	2.6880	95	21.6605	117	71.4736
52	0.3383	74	2.9655	96	23.1626	118	75.1963
53	0.3748	75	3.2680	97	24.6086	119	79.0956
54	0.4196	76	3.6078	98	26.0246	120	0.000
55	0.4701	77	4.0005	99	27.6671		
56	0.5226	78	4.4530	100	29.3296		

Divisor For Calculating The Net Amount At Risk: 1.001652

Withdrawal Fee: [\$100]

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

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	[\$27]	8	[22]	15	[9]
2	[27]	9	[20]	16	[7]
3	[27]	10	[18]	17	[5]
4	[26]	11	[16]	18	[3]
5	[26]	12	[15]	19	[1]
6	[25]	13	[13]	20 and later	0
7	[24]	14	[11]		

NO-LAPSE PROTECTION

The *no-lapse protection value* is used solely to determine whether *no-lapse protection* is in effect. This value has no impact on the *accumulation value* or the *surrender value* of this policy.

There is no explicit charge for *no-lapse protection*. However, if you pay only the *premium* required to maintain the *no-lapse protection*, you may forfeit the advantage of building up a larger *accumulation value*.

If the *no-lapse protection* ends before the policy *maturity date*, the policy's *surrender value* may be zero and a significantly higher *premium* may be necessary to keep this policy in force.

No-Lapse Protection Catch-Up Period [3 policy months]

Please see the **No-Lapse Protection** provision for information about how the no-lapse protection catch-up period is applied.

The following factors are used only to calculate the *no-lapse protection value*. These factors are not used to calculate the *accumulation value* or *death benefit* provided by the policy or any rider benefits. Please see the **No-Lapse Protection** provision for more information.

No-Lapse Protection Value Interest Rate

Policy Years	Interest Rate
[1 -20]	[4.00%]
[21-40]	[4.75%]
[41-60]	[5.50%]
[61-80]	[6.25%]
[81-100]	[7.00%]
[101-120]	[7.75%]

No-Lapse Protection Load Limit [\$8.13] per \$1,000 of *specified amount*

Base No-Lapse Protection Load Percentage [In *policy years* 1 through 8 25.00%]
[In *policy years* 9 and later 7.00%]

Excess No-Lapse Protection Load Percentage [In *policy years* 1 and later 25.00%]

**Table of Guaranteed No-Lapse Protection Value Monthly
Cost of Insurance Rates Per \$1,000 of No-Lapse Protection Net Amount at Risk**

Policy Year	Rate	Policy Year	Rate
[1	0.2006	44	2.2051
2	0.2006	45	2.4556
3	0.2006	46	2.7387
4	0.2006	47	3.0517
5	0.2006	48	3.3831
6	0.2006	49	3.7430
7	0.2006	50	4.1434
8	0.2006	51	4.5832
9	0.2006	52	5.0715
10	0.2006	53	5.6096
11	0.2006	54	6.1810
12	0.2006	55	6.7757
13	0.2006	56	7.3455
14	0.2006	57	7.9046
15	0.2006	58	8.5277
16	0.2006	59	9.2153
17	0.2006	60	9.9661
18	0.2006	61	10.7263
19	0.2006	62	11.4701
20	0.2078	63	12.1862
21	0.2328	64	12.8874
22	0.2588	65	13.7008
23	0.2844	66	8.2205
24	0.3102	67	8.2205
25	0.3396	68	8.2205
26	0.3746	69	8.2205
27	0.4167	70	8.2205
28	0.4651	71	8.2205
29	0.5177	72	8.2205
30	0.5729	73	8.2205
31	0.6309	74	8.2205
32	0.6901	75	8.2205
33	0.7526	76	8.2205
34	0.8191	77	8.2205
35	0.8933	78	8.2205
36	0.9796	79	8.2205
37	1.0834	80	8.2205
38	1.2037	81	8.2205
39	1.3311	82	8.2205
40	1.4685	83	8.2205
41	1.6183	84	8.2205
42	1.7866	85	8.2205]
43	1.9810		

TABLE OF CONTENTS	PAGE
DEFINITIONS	1
DEATH BENEFIT	2
TAX MATTERS	2
Change in Specified Amount.....	3
PREMIUM PAYMENTS	3
KEEPING THIS POLICY IN FORCE	4
Continuation of Insurance	4
No-Lapse Protection	4
Grace Period	5
Reinstatement	5
POLICY CHARGES	6
Monthly Deduction	6
Cost of Insurance Charge	6
Surrender Charge	6
Changes in Rates and Charges.....	6
ACCUMULATION VALUE	6
Calculation	6
Credited Interest.....	7
SURRENDER VALUE	7
PARTIAL WITHDRAWALS	7
LOANS	8
SUICIDE EXCLUSION	8
OWNER AND BENEFICIARY	8
Change of Ownership	8
Assignment	8
Beneficiary.....	9
PAYMENT OF POLICY BENEFITS	9
GENERAL PROVISIONS	9
Consideration	9
Entire Contract	9
Incontestability	9
Misstatement of Age	10
Nonparticipating	10
Timing of Payments	10
Annual Statement.....	10
Illustrative Report	10
Minimum Legal Values.....	10
Compliance with Law	10

DEFINITIONS

This section provides an alphabetical list of certain terms and their meanings as used in this policy. As you read through this policy, keep in mind that any word you see in *italics* is a defined term.

Accumulation value means, as of any date, the value calculated as described in the ACCUMULATION VALUE section 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) you designate to receive the *death benefit* under this policy.

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

Contestability date means the date that starts the two-year contestability period. After this period, we may no longer contest the validity of this policy. This date is shown on the face page of this policy.

Data pages means the pages of this policy that contain information specific to you, the *insured*, and the benefits provided under this policy. The data pages are identified as such at the bottom of each page.

Death benefit means the benefit paid to the *beneficiary* when the *insured* dies while this policy is in force.

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 minimum interest rate we will credit to the *accumulation value* of this policy. The guaranteed minimum interest rate is shown on the *data pages*.

Home office means, at the time of the delivery of this policy, our offices located at the address shown on the face page of this policy. If our home office moves, home office will mean the offices located at the new address.

Insured means the person shown as the "Insured" in the POLICY DATA section of the *data pages*.

Issue age means, as of the *issue date*, the *insured's* age last birthday.

Issue date means the start date of this policy. The issue date is the date from which *policy years* and policy anniversaries are measured. This date is shown on the face page of this policy.

Lapse means the termination of this policy because appropriate *premiums* were not paid before the end of the *grace period*.

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

Maturity date means the date the *insured* reaches the *attained age* of 120. This date is shown in the POLICY DATA section of the *data pages*.

Minimum death benefit means an amount, provided by the *Code*, below which the *death benefit* may not fall.

Mode means the frequency with which *premium* payments are made under this policy. The initial mode you selected is shown in the POLICY DATA section of the *data pages*.

Monthly deduction means the total amount that is deducted each month from the *accumulation value* to maintain this policy.

Monthly deduction date means the date we make *monthly deductions* from the *accumulation value* of this policy. The monthly deduction date is the *issue date* and each monthly anniversary of the *issue date*.

Monthly expense charge means an amount we deduct each month from the *accumulation value* for the administrative expenses of this policy. The guaranteed maximum monthly expense charge is shown on the *data pages*.

Net premium means the *premium* we receive from you minus the *premium charge*.

No-lapse protection means the feature that maintains this policy in force even if there is not enough *surrender value* to pay the *monthly deduction*, as described in the **No-Lapse Protection** provision.

No-lapse protection cost of insurance means an amount used to determine the *no-lapse protection monthly deduction*, as described in the **No-Lapse Protection** provision.

No-lapse protection monthly deduction means an amount deducted from the *no-lapse protection value* equal to the applicable *no-lapse protection cost of insurance* plus the monthly cost of any riders.

No-lapse protection net amount at risk means, as of any *monthly deduction date*, the *specified amount* minus the *no-lapse protection value*.

No-lapse protection net premium means the *premium* minus the no-lapse protection load.

No-lapse protection value means a value, calculated as described in the **No-Lapse Protection** provision, which is used solely to determine whether the *no-lapse protection* is in effect.

Partial withdrawal means the amount you may withdraw from the *surrender value* in accordance with the PARTIAL WITHDRAWALS section of this policy.

Policy class means a class of insured persons who have the same policy form as this policy and who have certain factors in common that we determine. These factors include, but are not limited to, the *specified amount*, *accumulation value*, *issue date*, policy duration, *issue age*, rate class, risk class, and any other factors which we may determine to take into account in the future.

Policy year means each 12-month period starting on the *issue date* and each anniversary of the *issue date* thereafter.

Premium means an amount paid to United of Omaha Life Insurance Company in accordance with the provisions of this policy. It includes both planned payments and additional payments. A *loan* repayment is not a premium.

Premium charge means the amount we deduct for each *premium* payment you make under this policy. The premium charge is equal to the premium charge percentage shown on the *data pages* multiplied by the *premium*.

Specified amount means the amount of life insurance you selected. The initial specified amount is shown on the face page. If you change the specified amount in accordance with the terms of this policy, then it means the specified amount as so changed.

Surrender charge means, as of any date, the charge calculated as described in the **Surrender Charge** provision of this policy.

Surrender rate means the dollar amount per \$1,000 of *specified amount* that is used to calculate *surrender charges*. Guaranteed maximum surrender rates for each *policy year* are shown on the *data pages*.

Surrender value means, as of any date, the amount you will receive if you choose to surrender this policy before the *maturity date*.

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

The amount of the *death benefit* will be determined as of the date of the *insured's* death. The *death benefit* will be the greater of:

- (a) the current *specified amount*; or
- (b) the *minimum death benefit* on the date of the *insured's* death.

The *death benefit* will be reduced by any *loan* and any due and unpaid *monthly deductions*.

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.

TAX MATTERS

This policy has been designed to qualify as life insurance under Section 7702 of the *Code*. However, if the *accumulation value* exceeds the *death benefit* by a certain amount, a policy loses its status as life insurance as defined by the *Code*. Among other things, the *Code* provides a *minimum death benefit* below which the *death benefit* may not fall. The *minimum death benefit* at any time equals the *accumulation value* multiplied by the death benefit percentage for the *attained age* of the *insured* as shown in the following table:

TABLE OF DEATH BENEFIT PERCENTAGES

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

While you can make certain changes to this policy, we may decline to accept a change if it could adversely affect the status of this policy as life insurance under the *Code*. Some changes that may have tax consequences include, but are not limited to:

- (a) increasing the amount of *premiums* you pay in excess of the planned *premium*;
- (b) changing the *specified amount*; and
- (c) making *partial withdrawals*.

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 it is necessary to continue coverage. We also reserve the right to take necessary action 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.

CHANGE IN SPECIFIED AMOUNT

Beginning on the first policy anniversary during the lifetime of the *insured*, you may submit a *written request* to change the *specified amount* once each *policy year*.

To increase the *specified amount*, you must submit an application and provide evidence of insurability acceptable to us. Any increase must be at least \$1,000. You may not increase the *specified amount* after the *insured* reaches the *attained age* of 90.

You may decrease the *specified amount* by sending us a *written request*. During the first three *policy years*, you may not decrease the *specified amount* to be less than 50% of the initial *specified amount* shown on the face page. At no time may the *specified amount* be decreased below \$50,000.

A decrease in *specified amount* will be subject to a partial *surrender charge* during *policy years* when *surrender charges* apply. The partial *surrender charge* is equal to the applicable *surrender rate*, multiplied by the decrease in *specified amount*, divided by 1,000.

A change in *specified amount* will go into effect on the first *monthly deduction date* following the date we approve the change. We will send you a policy amendment showing the *specified amount* after the change.

A change in *specified amount* may result in the loss of *no-lapse protection*.

PREMIUM PAYMENTS

You may pay *premiums* at our *home office* or to one of our authorized agents. At your request, we will give you a *premium* receipt signed by an *executive officer*. You may pay planned *premiums* annually, semi-annually, quarterly, or at other intervals we may offer. The planned *premium* 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*. We will send you *premium* reminder notices for the planned *premium*.

You may also make additional *premium* payments. If you paid any additional *premium* with the initial planned *premium*, that amount is shown in the POLICY DATA section of the *data pages*.

KEEPING THIS POLICY IN FORCE

CONTINUATION OF INSURANCE

This policy will continue 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 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

Calculation of the No-Lapse Protection Value

On the *issue date*, this policy will have *no-lapse protection*. To determine whether *no-lapse protection* continues, we will calculate the *no-lapse protection value* on each *monthly deduction date*. As long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy has *no-lapse protection*.

On the policy's *issue date*, the *no-lapse protection value* equals:

- (a) the initial *no-lapse protection net premium*; minus
- (b) the *no-lapse protection monthly deduction* for the first month.

On any *monthly deduction date* after the *issue date*, the *no-lapse protection value* equals:

- (a) the *no-lapse protection value* as of the previous *monthly deduction date*, accumulated with one month's *no-lapse protection interest*; plus
- (b) any *no-lapse protection net premium* received since the previous *monthly deduction date*, accumulated with the *no-lapse protection interest* from the previous *monthly deduction date* to the current *monthly deduction date*; minus
- (c) the *no-lapse protection monthly deduction* for the current month; minus
- (d) any *partial withdrawal* you have taken since the previous *monthly deduction date*, including the withdrawal fee and any applicable *surrender charge*, accumulated with *no-lapse protection interest* from the date of withdrawal to the current *monthly deduction date*; minus
- (e) any *surrender charge* resulting from a decrease in *specified amount*.

No-lapse protection interest, as used in this provision, is determined by applying the *no-lapse protection interest rate* to the *no-lapse protection value* as of the previous *monthly deduction date*. The *no-lapse protection interest rate* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Load

The *no-lapse protection load limit* is used to determine the applicable *no-lapse protection load percentage*. The *no-lapse protection load limit* per \$1,000 of *specified amount* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The *no-lapse protection load* is an amount equal to a percentage of each *premium*. Cumulative *premiums* paid in any *policy year* up to and including the *no-lapse protection load limit* will be subject to the Base No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*. Cumulative *premiums* paid in any *policy year* that exceed the *no-lapse protection load limit* will be subject to the Excess No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Cost of Insurance

The *no-lapse protection cost of insurance* used to determine the *no-lapse protection monthly deduction* is calculated on each *monthly deduction date* as follows:

- (a) the applicable *no-lapse protection cost of insurance rate* shown in the *data pages*; multiplied by
- (b) the *no-lapse protection net amount at risk*; divided by
- (c) 1,000.

Restoration of No-Lapse Protection

If the *no-lapse protection value* minus any *loan* is less than zero on any *monthly deduction date*, we will notify you of the amount of *premium* you must pay in order to keep the *no-lapse protection*. This amount assumes no policy changes are made from the date of calculation until the date we receive your payment.

We must receive the required amount on or before the earliest of:

- (a) the last day of the no-lapse protection catch-up period shown on the *data pages*; or
- (b) the end of the *grace period*, if your policy is in the *grace period*.

If we do not receive this amount within the time specified, the *no-lapse protection* will no longer be in effect and cannot be restored.

GRACE PERIOD

This policy has a 61-day *grace period*. 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 not in effect, the *grace period* will begin on any *monthly deduction date* upon which the *surrender value* is less than the *monthly deduction*.

If the *no-lapse protection* is in effect, the policy will not enter the *grace period*, unless there is not enough *surrender value* to cover any applicable *loan* interest when due.

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.

This policy remains in force during the *grace period*. If the *insured* dies during the *grace period*, we will subtract from the *death benefit* any past due *monthly deductions* and the amount of any *loans*.

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*.

REINSTATEMENT

You have three years from the date this policy *lapses* to apply to reinstate it. To reinstate this policy, you must:

- (a) submit a written application signed by you and the *insured*, if you are not the *insured*;
- (b) provide evidence of insurability which we determine to be acceptable to us; and
- (c) pay a *premium* equal to the sum of:
 - (1) the amount that was required to keep the policy in force as of the end of the *grace period*; and
 - (2) the amount required to keep the policy in force for three months from the date of reinstatement.

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

On the effective date of any reinstatement, the *accumulation value* will equal the total of:

- (a) an amount equal to the unloaned portion of the *accumulation value*, if any, as of the date of *lapse*; plus
- (b) the amount of your reinstatement *premium* payment; minus
- (c) the *premium charge* on such reinstatement *premium* payment.

On the effective date of any reinstatement, the *no-lapse protection value* will equal the total of:

- (a) the *no-lapse protection value* as of the date of *lapse*; plus
- (b) the amount of your reinstatement *premium* payment; minus
- (c) the no-lapse protection premium load, as defined in the **No-Lapse Protection Premium Load** provision of this policy, on such reinstatement *premium* payment.

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* as of the date of *lapse* will be deemed paid.

POLICY CHARGES

MONTHLY DEDUCTION

Each month, we will subtract the *monthly deduction* from the *accumulation value* on the *monthly deduction date*. The *monthly deduction* equals:

- (a) the *monthly expense charge*; plus
- (b) the cost of insurance charge; plus
- (c) any applicable monthly rider costs.

COST OF INSURANCE CHARGE

The cost of insurance charge is part of the *monthly deduction*. The cost of insurance charge equals:

- (a) the net amount at risk for the current month; multiplied by
- (b) the current cost of insurance rate per \$1,000 of net amount at risk; divided by
- (c) 1,000.

The net amount at risk equals the greater of:

- (a) the *specified amount* divided by the divisor for calculating the net amount at risk as shown on the *data pages*, minus the *accumulation value* on the *monthly deduction date* after subtracting the *monthly expense charge* and the cost of any riders for the current month; or
- (b) the *minimum death benefit*.

SURRENDER CHARGE

The *surrender rates* and the *policy years* when *surrender rates* apply are shown on the *data pages*. During the applicable *policy years*, we will deduct a *surrender charge* from the *accumulation value* if you:

- (a) cancel your policy after the period specified in the **Right to Return This Policy** provision;
- (b) decrease the *specified amount*; or
- (c) take a *partial withdrawal*.

The *surrender charge* in any *policy year* is an amount equal to:

- (a) the *surrender rate*; multiplied by
- (b) the *specified amount*; divided by
- (c) 1,000.

The *surrender rate* will not exceed the rates shown in the Table of Guaranteed Maximum Surrender Rates on the *data pages*.

CHANGES IN RATES AND CHARGES

The *monthly expense charge*, cost of insurance rates, monthly rider costs, *surrender rates*, and *premium charge* may vary over time. We will determine these rates and charges based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factors we may determine to take into account in the future. However, they will never exceed the guaranteed maximums shown in the POLICY CHARGES section of the *data pages*. 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, the *accumulation value* equals:

- (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 *partial withdrawal* since the prior day.

CREDITED INTEREST

We determine the annual interest rates to be credited to the *accumulation value*. These interest rates will vary over time, but they will never be less than the *guaranteed minimum interest rate*. The interest rates we credit to the loaned and unloaned portions of the *accumulation value* may be different. If the *accumulation value* is less than zero, we will not credit interest to the *accumulation value*.

Unloaned Portion

The interest rates 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 this interest rate be less than the *guaranteed minimum interest rate*. The interest rates are determined uniformly for all members of the same *policy class*.

We credit interest on a daily basis using an investment-year method. Under that method, interest is credited at rates which vary by the date we receive *net premiums*. Any future change in interest rates is made separately for each date *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 *partial withdrawals* or *loans* as coming from that portion of the *accumulation value* which represents the *net premiums* we have received from the most recent date to the earliest date.

Loaned Portion

We credit interest on a daily basis on the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

SURRENDER VALUE

While the *insured* is living, you may surrender this policy for its *surrender value* by submitting a *written request* and returning this policy to us. This policy will terminate on the date we record the *written request* at our *home office*.

The *surrender value*, as of any date, equals:

- (a) the *accumulation value*; minus
- (b) any applicable *surrender charge*; minus
- (c) the amount of any *loan*.

PARTIAL WITHDRAWALS

On or after the first policy anniversary while the *insured* is living, you may withdraw part of the *surrender value* of this policy by submitting a *written request*. *Partial withdrawals* will be subject to the following conditions:

- (a) Each *partial withdrawal* must be at least \$100.
- (b) Each *partial withdrawal* must not exceed:
 - (1) 90% of the *surrender value* immediately prior to such *partial withdrawal* during *policy years* in which the *surrender charge* is greater than zero, and 100% of the *surrender value* immediately prior to such *partial withdrawal* thereafter; minus
 - (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 \$50,000.
- (d) During *policy years* in which the *surrender charge* is greater than zero, you may make a *partial withdrawal* only once each *policy year*. Thereafter, the number of *partial withdrawals* is unlimited.

The following will apply for each *partial withdrawal*:

- (a) The current *specified amount* will be reduced by the amount of the *partial withdrawal*; and
- (b) The *accumulation value* will be reduced by:
 - (1) the amount of the *partial withdrawal*; plus
 - (2) the *surrender charge* that applies to the decrease in *specified amount*; plus
 - (3) the withdrawal fee shown on the *data pages*.

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*.

LOANS

You may take *loans* secured by this policy's *surrender value* by submitting a *written request*. You must assign the policy to us as sole security for the *loan*.

The minimum *loan* allowed is \$100. The maximum *loan* allowed 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*.

If you request a *loan*, we will charge 4.76% *loan* interest in advance (5.0% effective annual interest rate). If you do not pay the interest when due, that interest will be added to the principal amount of the *loan* and bear interest at the same interest rate as the *loan*. If there is not enough *surrender value* available to cover the *loan* interest when due and you do not make a *loan* interest payment, this policy will end, subject to the **Grace Period** provision.

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 a *lapse* occurs.

SUICIDE EXCLUSION

We will not pay the *death benefit* if the *insured* commits suicide, while sane or insane, within two years from the *contestability date*. Instead, we will return all *premiums* paid, minus the sum of any *loan* and any *partial withdrawals*.

We will not pay that part of the *death benefit* resulting from an increase in the *specified amount* if the *insured* commits suicide, while sane or insane, within two years from the effective date of the increase in the *specified amount*. Instead, we will return the cost of insurance charge associated with the increase.

If this policy is replacing another of our policies, the suicide exclusion period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

OWNER AND BENEFICIARY

CHANGE OF OWNERSHIP

You may name a new person or legal entity to become the owner of this policy by submitting a *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the ownership change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. We are not liable for any payments we make or actions we take between the date you sign the *written request* and the date we record it 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* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the assignment will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by the assignment will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it 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

You have named the *beneficiary* in the application. There may be separate *beneficiaries* for each *policy benefit*. If the *beneficiary* for any *policy benefit* 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*. If you name a contingent *beneficiary*, that person becomes the *beneficiary* if the *beneficiary* dies before the *insured*. If there is no named *beneficiary* living when the *insured* dies, you will become the *beneficiary*.

You may change the *beneficiary* by *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by a change of *beneficiary* will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it at our *home office*. If the *beneficiary* designation in effect is irrevocable, the *beneficiary* must also sign the *written request*.

PAYMENT OF POLICY BENEFITS

Policy benefits will be available to the *beneficiary* in one lump sum. If the policy benefits are more than \$5,000, we may make the policy benefits available to the *beneficiary* through a personalized checkbook, debit card, or other payment mechanism, unless prohibited by law. The checkbook, debit card, or other payment mechanism will allow the *beneficiary* access to all of the policy benefits.

We will be deemed to have paid the policy benefits when we issue the *beneficiary* the checkbook, debit card, or other payment mechanism.

While we are holding the policy benefits, we will credit interest on them at an interest rate we determine. The interest rate will vary over time. We will provide the *beneficiary* with a statement of account activity.

GENERAL PROVISIONS

CONSIDERATION

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

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 or 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 this policy unless it is in a written application.

Any change made to this 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 *insured's* lifetime 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 *insured's* lifetime for two years from the effective date of reinstatement.

Except for nonpayment of *premium*, we will not contest the validity of an increase in *specified amount* after the policy has been in force during the *insured's* lifetime for two years from the effective date of the increase.

If we contest the validity of this policy, any reinstatement, or any increase in *specified amount*, the contest will be based on the related application.

If this policy is replacing another of our policies, the contestable period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

MISSTATEMENT OF AGE

If the age of the *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.

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 a year, we will send you a statement of your policy benefits and values, free of charge. 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;
- (c) the *accumulation value* at the end of the current statement period;
- (d) all amounts credited or debited to this policy during the statement period;
- (e) the *death benefit* at the end of the statement period;
- (f) the *surrender value* at the end of the statement period;
- (g) the amount of any *loan* as of the end of the statement period;
- (h) if applicable, a notice that the *guaranteed minimum interest rate*, guaranteed maximum cost of insurance rate, guaranteed maximum *monthly expense 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; and
- (i) 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 for the future. We will provide one free illustrative report each year. We reserve the right to charge a fee not more than \$20 for additional reports.

MINIMUM LEGAL VALUES

Any cash values and paid-up nonforfeiture benefits available under this policy will never be less than the minimum values and benefits required by the state in which this policy was delivered. A detailed statement of the basis of the charges and the methods of computation 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 the *insured's issue age* and risk class. If the *insured's* risk class is Nontobacco, we use the 2001 CSO Mortality Table (80/20 Male/Female), Age Last Birthday, Non-Smoker. However, if the *insured's* risk class is Tobacco, we use the 2001 CSO Mortality Table (80/20 Male/Female), Age Last Birthday, Smoker.

COMPLIANCE WITH LAW

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

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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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



a stock company

Insured [John J. Doe]
Owner(s) [John J. Doe]
Initial Specified Amount [\$100,000]
Issue Date [April 1, 2011]
Contestability Date [April 1, 2011]
Policy Number [1234567]

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 *insured* died while this policy was in force. On the *maturity date*, we will pay you the *death benefit* if the *insured* is then living and the policy is in force.

RIGHT TO RETURN THIS POLICY

If you are not satisfied with your policy, you can return it to us within 20 days after you receive it. You can deliver or mail it to our *home office* or to any of our agency offices. If this policy replaced another life insurance or annuity policy, you can return this policy within 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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

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 flexible premium adjustable life insurance policy.

"Flexible premium" means that, within certain limits, you may vary the amount and timing of the *premiums* you pay for 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 certain limitations, the *death benefit* of this policy can increase or decrease over time.

We will pay a *death benefit* if the *insured* dies while this policy is in force. If it terminates prior to the death of the *insured*, this policy may or may not have a *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. 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. We would then charge you interest on the amount borrowed. The details of a *partial withdrawal*, surrender, and *loan* are described later in this policy.

This policy may also provide *no-lapse protection*. This means that as long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy will not *lapse*. If the *no-lapse protection value* minus any *loan* is less than zero, this policy will enter the 61-day *grace period*. At the end of the *grace period*, this policy will *lapse* if the appropriate *premiums* have not been paid.

We will send you an annual statement showing the value and other activity in this policy.

THIS IS ONLY A SUMMARY OF YOUR POLICY. IT IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE ENTIRE POLICY. PLEASE SEE THE TABLE OF CONTENTS TO LOCATE POLICY PROVISIONS.

POLICY DATA

Insured	[John J. Doe]		
Owner(s)	[Jimmy J. John]		
Policy Number	[12345678]	Initial Specified Amount	[\$100,000]
Sex	[Male]		
Issue Age	[35]		
Risk Class	[Nontobacco]		
Rate Class	[Standard]		
Issue Date	[April 1, 2011]		
Maturity Date*	[April 1, 2096]		
Initial Modal Premium	[\$ 894.73]	Annualized Planned Premium	[\$ 894.73]
Additional Premium at Issue	[\$ 0.00]		
Mode Selected	[Annual]	Years Payable	[85]
Guaranteed Minimum Interest Rate Credited to the Accumulation Value:	2.00%		

SCHEDULE OF BENEFITS

Form	Benefit	Monthly Policy Charges	Benefit Years
D231LAR10P	Life Insurance	See <i>data pages</i>	[85]

* This policy may terminate prior to the *maturity date* even if you make planned *premium* payments, subject to the **No-Lapse Protection** provision. This is because the rates and charges deducted from and the interest rate credited to this policy are not guaranteed. Additionally, this policy may terminate before the *maturity date* if you take certain actions, such as taking *loans*, taking *partial withdrawals*, or changing the *specified amount*.

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 you make planned *premium* payments when they are due, this policy will terminate in [2096]. This date reflects the *no-lapse protection* in effect.

POLICY CHARGES

Guaranteed Maximum Premium Charge Percentage:

[7.00%] of each premium payment.

Guaranteed Maximum Monthly Expense Charge:

- (a) [\$0.0575] per \$1,000 of *specified amount* per month; and
- (b) [\$5.00] per month.

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

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
35	0.0933	57	0.5933	79	5.3550	101	32.1825
36	0.0975	58	0.6466	80	5.9766	102	33.7275
37	0.1033	59	0.7091	81	6.6525	103	35.3700
38	0.1108	60	0.7850	82	7.3683	104	37.1058
39	0.1175	61	0.8775	83	8.1500	105	38.9341
40	0.1266	62	0.9850	84	9.0191	106	40.8750
41	0.1375	63	1.1025	85	9.9858	107	42.9341
42	0.1508	64	1.2250	86	11.0491	108	45.1191
43	0.1666	65	1.3525	87	12.1983	109	47.4350
44	0.1841	66	1.4816	88	13.4200	110	49.8875
45	0.2033	67	1.6166	89	14.7016	111	52.4858
46	0.2225	68	1.7591	90	15.9783	112	55.2358
47	0.2383	69	1.9191	91	17.2350	113	58.1458
48	0.2508	70	2.1058	92	18.5516	114	61.2208
49	0.2666	71	2.3325	93	19.9400	115	64.4691
50	0.2875	72	2.5975	94	21.4025	116	67.8966
51	0.3141	73	2.8766	95	22.8508	117	71.5108
52	0.3466	74	3.1766	96	24.2650	118	75.3166
53	0.3841	75	3.5033	97	25.7716	119	79.3058
54	0.4316	76	3.8716	98	27.3783	120	0.0000]
55	0.4850	77	4.3000	99	29.0925		
56	0.5400	78	4.7975	100	30.7300		

Divisor For Calculating The Net Amount At Risk: 1.001652

Withdrawal Fee: [\$75]

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

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	[\$28]	6	[17]	11	[7]
2	[27]	7	[15]	12	[5]
3	[27]	8	[13]	13	[3]
4	[27]	9	[11]	14	[1]
5	[26]	10	[9]	15 and later	0

NO-LAPSE PROTECTION

The *no-lapse protection value* is used solely to determine whether *no-lapse protection* is in effect. This value has no impact on the *accumulation value* or the *surrender value* of this policy.

There is no explicit charge for *no-lapse protection*. However, if you pay only the *premium* required to maintain the *no-lapse protection*, you may forfeit the advantage of building up a larger *accumulation value*.

If the *no-lapse protection* ends before the policy *maturity date*, the policy's *surrender value* may be zero and a significantly higher *premium* may be necessary to keep this policy in force.

No-Lapse Protection Catch-Up Period [3 policy months]

Please see the **No-Lapse Protection** provision for information about how the no-lapse protection catch-up period is applied.

The following factors are used only to calculate the *no-lapse protection value*. These factors are not used to calculate the *accumulation value* or *death benefit* provided by the policy or any rider benefits. Please see the **No-Lapse Protection** provision for more information.

No-Lapse Protection Value Interest Rate

Policy Years	Interest Rate
[1 -20]	[4.00%]
[21-40]	[4.75%]
[41-60]	[5.50%]
[61-80]	[6.25%]
[81-100]	[7.00%]
[101-120]	[7.75%]

No-Lapse Protection Load Limit [\$9.28] per \$1,000 of *specified amount*

Base No-Lapse Protection Load Percentage

[In <i>policy year 1</i>	5.00%]
[In <i>policy years 2 through 8</i>	25.00%]
[In <i>policy years 9 and later</i>	11.00%]

Excess No-Lapse Protection Load Percentage

[In <i>policy year 1</i>	1.00%]
[In <i>policy years 2 and later</i>	25.00%]

**Table of Guaranteed No-Lapse Protection Value Monthly
Cost of Insurance Rates Per \$1,000 of No-Lapse Protection Net Amount at Risk**

Policy Year	Rate	Policy Year	Rate
[1	0.2288	44	2.6133
2	0.2288	45	2.9170
3	0.2288	46	3.2556
4	0.2288	47	3.6237
5	0.2288	48	4.0137
6	0.2288	49	4.4395
7	0.2288	50	4.9129
8	0.2288	51	5.4395
9	0.2288	52	6.0187
10	0.2288	53	6.6447
11	0.2288	54	7.3101
12	0.2288	55	8.0083
13	0.2288	56	8.7037
14	0.2288	57	9.3882
15	0.2288	58	10.1055
16	0.2288	59	10.8617
17	0.2288	60	11.6584
18	0.2288	61	12.4473
19	0.2288	62	13.2176
20	0.2351	63	14.0383
21	0.2642	64	14.9135
22	0.2941	65	15.8473
23	0.3232	66	9.5084
24	0.3523	67	9.5084
25	0.3863	68	9.5084
26	0.4276	69	9.5084
27	0.4780	70	9.5084
28	0.5365	71	9.5084
29	0.6006	72	9.5084
30	0.6673	73	9.5084
31	0.7367	74	9.5084
32	0.8071	75	9.5084
33	0.8806	76	9.5084
34	0.9583	77	9.5084
35	1.0454	78	9.5084
36	1.1471	79	9.5084
37	1.2706	80	9.5084
38	1.4149	81	9.5084
39	1.5670	82	9.5084
40	1.7304	83	9.5084
41	1.9083	84	9.5084
42	2.1090	85	9.5084]
43	2.3423		

TABLE OF CONTENTS	PAGE
DEFINITIONS	1
DEATH BENEFIT	2
TAX MATTERS	2
Change in Specified Amount.....	3
PREMIUM PAYMENTS	3
KEEPING THIS POLICY IN FORCE	4
Continuation of Insurance	4
No-Lapse Protection	4
Grace Period	5
Reinstatement	5
POLICY CHARGES	6
Monthly Deduction	6
Cost of Insurance Charge	6
Surrender Charge	6
Changes in Rates and Charges.....	6
ACCUMULATION VALUE	6
Calculation	6
Credited Interest.....	7
SURRENDER VALUE	7
PARTIAL WITHDRAWALS	7
LOANS	8
SUICIDE EXCLUSION	8
OWNER AND BENEFICIARY	8
Change of Ownership	8
Assignment	9
Beneficiary.....	9
PAYMENT OF POLICY BENEFITS	9
GENERAL PROVISIONS	9
Consideration	9
Entire Contract	9
Incontestability	9
Misstatement of Age or sex.....	10
Nonparticipating	10
Timing of Payments	10
Annual Statement.....	10
Illustrative Report	10
Minimum Legal Values.....	10
Compliance with Law	10

DEFINITIONS

This section provides an alphabetical list of certain terms and their meanings as used in this policy. As you read through this policy, keep in mind that any word you see in *italics* is a defined term.

Accumulation value means, as of any date, the value calculated as described in the ACCUMULATION VALUE section 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) you designate to receive the *death benefit* under this policy.

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

Contestability date means the date that starts the two-year contestability period. After this period, we may no longer contest the validity of this policy. This date is shown on the face page of this policy.

Data pages means the pages of this policy that contain information specific to you, the *insured*, and the benefits provided under this policy. The data pages are identified as such at the bottom of each page.

Death benefit means the benefit paid to the *beneficiary* when the *insured* dies while this policy is in force.

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 minimum interest rate we will credit to the *accumulation value* of this policy. The guaranteed minimum interest rate is shown on the *data pages*.

Home office means, at the time of the delivery of this policy, our offices located at the address shown on the face page of this policy. If our home office moves, home office will mean the offices located at the new address.

Insured means the person shown as the "Insured" in the POLICY DATA section of the *data pages*.

Issue age means, as of the *issue date*, the *insured's* age last birthday.

Issue date means the start date of this policy. The issue date is the date from which *policy years* and policy anniversaries are measured. This date is shown on the face page of this policy.

Lapse means the termination of this policy because appropriate *premiums* were not paid before the end of the *grace period*.

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

Maturity date means the date the *insured* reaches the *attained age* of 120. This date is shown in the POLICY DATA section of the *data pages*.

Minimum death benefit means an amount, provided by the *Code*, below which the *death benefit* may not fall.

Mode means the frequency with which *premium* payments are made under this policy. The initial mode you selected is shown in the POLICY DATA section of the *data pages*.

Monthly deduction means the total amount that is deducted each month from the *accumulation value* to maintain this policy.

Monthly deduction date means the date we make *monthly deductions* from the *accumulation value* of this policy. The monthly deduction date is the *issue date* and each monthly anniversary of the *issue date*.

Monthly expense charge means an amount we deduct each month from the *accumulation value* for the administrative expenses of this policy. The guaranteed maximum monthly expense charge is shown on the *data pages*.

Net premium means the *premium* we receive from you minus the *premium charge*.

No-lapse protection means the feature that maintains this policy in force even if there is not enough *surrender value* to pay the *monthly deduction*, as described in the **No-Lapse Protection** provision.

No-lapse protection cost of insurance means an amount used to determine the *no-lapse protection monthly deduction*, as described in the **No-Lapse Protection** provision.

No-lapse protection monthly deduction means an amount deducted from the *no-lapse protection value* equal to the applicable *no-lapse protection cost of insurance* plus the monthly cost of any riders.

No-lapse protection net amount at risk means, as of any *monthly deduction date*, the *specified amount* minus the *no-lapse protection value*.

No-lapse protection net premium means the *premium* minus the no-lapse protection load.

No-lapse protection value means a value, calculated as described in the **No-Lapse Protection** provision, which is used solely to determine whether the *no-lapse protection* is in effect.

Partial withdrawal means the amount you may withdraw from the *surrender value* in accordance with the PARTIAL WITHDRAWALS section of this policy.

Policy class means a class of insured persons who have the same policy form as this policy and who have certain factors in common that we determine. These factors include, but are not limited to, the *specified amount*, *accumulation value*, *issue date*, policy duration, *issue age*, rate class, risk class, and any other factors which we may determine to take into account in the future.

Policy year means each 12-month period starting on the *issue date* and each anniversary of the *issue date* thereafter.

Premium means an amount paid to United of Omaha Life Insurance Company in accordance with the provisions of this policy. It includes both planned payments and additional payments. A *loan* repayment is not a premium.

Premium charge means the amount we deduct for each *premium* payment you make under this policy. The premium charge is equal to the premium charge percentage shown on the *data pages* multiplied by the *premium*.

Specified amount means the amount of life insurance you selected. The initial specified amount is shown on the face page. If you change the specified amount in accordance with the terms of this policy, then it means the specified amount as so changed.

Surrender charge means, as of any date, the charge calculated as described in the **Surrender Charge** provision of this policy.

Surrender rate means the dollar amount per \$1,000 of *specified amount* that is used to calculate *surrender charges*. Guaranteed maximum surrender rates for each *policy year* are shown on the *data pages*.

Surrender value means, as of any date, the amount you will receive if you choose to surrender this policy before the *maturity date*.

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

The amount of the *death benefit* will be determined as of the date of the *insured's* death. The *death benefit* will be the greater of:

- (a) the current *specified amount*; or
- (b) the *minimum death benefit* on the date of the *insured's* death.

The *death benefit* will be reduced by any *loan* and any due and unpaid *monthly deductions*.

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.

TAX MATTERS

This policy has been designed to qualify as life insurance under Section 7702 of the *Code*. However, if the *accumulation value* exceeds the *death benefit* by a certain amount, a policy loses its status as life insurance as defined by the *Code*. Among other things, the *Code* provides a *minimum death benefit* below which the *death benefit* may not fall. The *minimum death benefit* at any time equals the *accumulation value* multiplied by the death benefit percentage for the *attained age* of the *insured* as shown in the following table:

TABLE OF DEATH BENEFIT PERCENTAGES

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

While you can make certain changes to this policy, we may decline to accept a change if it could adversely affect the status of this policy as life insurance under the *Code*. Some changes that may have tax consequences include, but are not limited to:

- (a) increasing the amount of *premiums* you pay in excess of the planned *premium*;
- (b) changing the *specified amount*; and
- (c) making *partial withdrawals*.

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 it is necessary to continue coverage. We also reserve the right to take necessary action 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.

CHANGE IN SPECIFIED AMOUNT

Beginning on the first policy anniversary during the lifetime of the *insured*, you may submit a *written request* to change the *specified amount* once each *policy year*.

To increase the *specified amount*, you must submit an application and provide evidence of insurability acceptable to us. Any increase must be at least \$1,000. You may not increase the *specified amount* after the *insured* reaches the *attained age* of 90.

You may decrease the *specified amount* by sending us a *written request*. During the first three *policy years*, you may not decrease the *specified amount* to be less than 50% of the initial *specified amount* shown on the face page. At no time may the *specified amount* be decreased below \$50,000.

A decrease in *specified amount* will be subject to a partial *surrender charge* during *policy years* when *surrender charges* apply. The partial *surrender charge* is equal to the applicable *surrender rate*, multiplied by the decrease in *specified amount*, divided by 1,000.

A change in *specified amount* will go into effect on the first *monthly deduction date* following the date we approve the change. We will send you a policy amendment showing the *specified amount* after the change.

A change in *specified amount* may result in the loss of *no-lapse protection*.

PREMIUM PAYMENTS

You may pay *premiums* at our *home office* or to one of our authorized agents. At your request, we will give you a *premium* receipt signed by an *executive officer*. You may pay planned *premiums* annually, semi-annually, quarterly, or at other intervals we may offer. The planned *premium* 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*. We will send you *premium* reminder notices for the planned *premium*.

You may also make additional *premium* payments. If you paid any additional *premium* with the initial planned *premium*, that amount is shown in the POLICY DATA section of the *data pages*.

KEEPING THIS POLICY IN FORCE

CONTINUATION OF INSURANCE

This policy will continue 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 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

Calculation of the No-Lapse Protection Value

On the *issue date*, this policy will have *no-lapse protection*. To determine whether *no-lapse protection* continues, we will calculate the *no-lapse protection value* on each *monthly deduction date*. As long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy has *no-lapse protection*.

On the policy's *issue date*, the *no-lapse protection value* equals:

- (a) the initial *no-lapse protection net premium*; minus
- (b) the *no-lapse protection monthly deduction* for the first month.

On any *monthly deduction date* after the *issue date*, the *no-lapse protection value* equals:

- (a) the *no-lapse protection value* as of the previous *monthly deduction date*, accumulated with one month's *no-lapse protection interest*; plus
- (b) any *no-lapse protection net premium* received since the previous *monthly deduction date*, accumulated with the *no-lapse protection interest* from the previous *monthly deduction date* to the current *monthly deduction date*; minus
- (c) the *no-lapse protection monthly deduction* for the current month; minus
- (d) any *partial withdrawal* you have taken since the previous *monthly deduction date*, including the withdrawal fee and any applicable *surrender charge*, accumulated with *no-lapse protection interest* from the date of withdrawal to the current *monthly deduction date*; minus
- (e) any *surrender charge* resulting from a decrease in *specified amount*.

No-lapse protection interest, as used in this provision, is determined by applying the *no-lapse protection interest rate* to the *no-lapse protection value* as of the previous *monthly deduction date*. The *no-lapse protection interest rate* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Load

The *no-lapse protection load limit* is used to determine the applicable *no-lapse protection load percentage*. The *no-lapse protection load limit* per \$1,000 of *specified amount* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The *no-lapse protection load* is an amount equal to a percentage of each *premium*. Cumulative *premiums* paid in any *policy year* up to and including the *no-lapse protection load limit* will be subject to the Base No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*. Cumulative *premiums* paid in any *policy year* that exceed the *no-lapse protection load limit* will be subject to the Excess No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Cost of Insurance

The *no-lapse protection cost of insurance* used to determine the *no-lapse protection monthly deduction* is calculated on each *monthly deduction date* as follows:

- (a) the applicable *no-lapse protection cost of insurance rate* shown in the *data pages*; multiplied by
- (b) the *no-lapse protection net amount at risk*; divided by
- (c) 1,000.

Restoration of No-Lapse Protection

If the *no-lapse protection value* minus any *loan* is less than zero on any *monthly deduction date*, we will notify you of the amount of *premium* you must pay in order to keep the *no-lapse protection*. This amount assumes no policy changes are made from the date of calculation until the date we receive your payment.

We must receive the required amount on or before the earliest of:

- (a) the last day of the no-lapse protection catch-up period shown on the *data pages*; or
- (b) the end of the *grace period*, if your policy is in the *grace period*.

If we do not receive this amount within the time specified, the *no-lapse protection* will no longer be in effect and cannot be restored.

GRACE PERIOD

This policy has a 61-day *grace period*. 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 not in effect, the *grace period* will begin on any *monthly deduction date* upon which the *surrender value* is less than the *monthly deduction*.

If the *no-lapse protection* is in effect, the policy will not enter the *grace period*, unless there is not enough *surrender value* to cover any applicable *loan* interest when due.

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.

This policy remains in force during the *grace period*. If the *insured* dies during the *grace period*, we will subtract from the *death benefit* any past due *monthly deductions* and the amount of any *loans*.

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*.

REINSTATEMENT

You have three years from the date this policy *lapses* to apply to reinstate it. To reinstate this policy, you must:

- (a) submit a written application signed by you and the *insured*, if you are not the *insured*;
- (b) provide evidence of insurability which we determine to be acceptable to us; and
- (c) pay a *premium* equal to the sum of:
 - (1) the amount that was required to keep the policy in force as of the end of the *grace period*; and
 - (2) the amount required to keep the policy in force for three months from the date of reinstatement.

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

On the effective date of any reinstatement, the *accumulation value* will equal the total of:

- (a) an amount equal to the unloaned portion of the *accumulation value*, if any, as of the date of *lapse*; plus
- (b) the amount of your reinstatement *premium* payment; minus
- (c) the *premium charge* on such reinstatement *premium* payment.

On the effective date of any reinstatement, the *no-lapse protection value* will equal the total of:

- (a) the *no-lapse protection value* as of the date of *lapse*; plus
- (b) the amount of your reinstatement *premium* payment; minus
- (c) the no-lapse protection premium load, as defined in the **No-Lapse Protection Premium Load** provision of this policy, on such reinstatement *premium* payment.

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* as of the date of *lapse* will be deemed paid.

POLICY CHARGES

MONTHLY DEDUCTION

Each month, we will subtract the *monthly deduction* from the *accumulation value* on the *monthly deduction date*. The *monthly deduction* equals:

- (a) the *monthly expense charge*; plus
- (b) the cost of insurance charge; plus
- (c) any applicable monthly rider costs.

COST OF INSURANCE CHARGE

The cost of insurance charge is part of the *monthly deduction*. The cost of insurance charge equals:

- (a) the net amount at risk for the current month; multiplied by
- (b) the current cost of insurance rate per \$1,000 of net amount at risk; divided by
- (c) 1,000.

The net amount at risk equals the greater of:

- (a) the *specified amount* divided by the divisor for calculating the net amount at risk as shown on the *data pages*, minus the *accumulation value* on the *monthly deduction date* after subtracting the *monthly expense charge* and the cost of any riders for the current month; or
- (b) the *minimum death benefit*.

SURRENDER CHARGE

The *surrender rates* and the *policy years* when *surrender rates* apply are shown on the *data pages*. During the applicable *policy years*, we will deduct a *surrender charge* from the *accumulation value* if you:

- (a) cancel your policy after the period specified in the **Right to Return This Policy** provision;
- (b) decrease the *specified amount*; or
- (c) take a *partial withdrawal*.

The *surrender charge* in any *policy year* is an amount equal to:

- (a) the *surrender rate*; multiplied by
- (b) the *specified amount*; divided by
- (c) 1,000.

The *surrender rate* will not exceed the rates shown in the Table of Guaranteed Maximum Surrender Rates on the *data pages*.

CHANGES IN RATES AND CHARGES

The *monthly expense charge*, cost of insurance rates, monthly rider costs, *surrender rates*, and *premium charge* may vary over time. We will determine these rates and charges based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factors we may determine to take into account in the future. However, they will never exceed the guaranteed maximums shown in the POLICY CHARGES section of the *data pages*. 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, the *accumulation value* equals:

- (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 *partial withdrawal* since the prior day.

CREDITED INTEREST

We determine the annual interest rates to be credited to the *accumulation value*. These interest rates will vary over time, but they will never be less than the *guaranteed minimum interest rate*. The interest rates we credit to the loaned and unloaned portions of the *accumulation value* may be different. If the *accumulation value* is less than zero, we will not credit interest to the *accumulation value*.

Unloaned Portion

The interest rates 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 this interest rate be less than the *guaranteed minimum interest rate*. The interest rates are determined uniformly for all members of the same *policy class*.

We credit interest on a daily basis using an investment-year method. Under that method, interest is credited at rates which vary by the date we receive *net premiums*. Any future change in interest rates is made separately for each date *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 *partial withdrawals* or *loans* as coming from that portion of the *accumulation value* which represents the *net premiums* we have received from the most recent date to the earliest date.

On and after the tenth policy anniversary, we will increase each of the interest rates to be credited to the unloaned portion of the *accumulation value* by 0.5% from the rates we would otherwise have set for this policy. Such increased interest rates will be credited only if the interest rates we would otherwise have set for this policy are greater than the *guaranteed minimum interest rate*. If the rate we would otherwise have set for this policy is equal to the *guaranteed minimum interest rate*, we will credit interest to the unloaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

Loaned Portion

We credit interest on a daily basis on the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

On and after the 10th policy anniversary, we will credit interest to the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate* plus 0.5%. The additional interest will be credited only if the interest rate we would otherwise have set for this policy is greater than the *guaranteed minimum interest rate*. If the rate we would otherwise set for this policy is equal to the *guaranteed minimum interest rate*, we will credit interest to the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

SURRENDER VALUE

While the *insured* is living, you may surrender this policy for its *surrender value* by submitting a *written request* and returning this policy to us. This policy will terminate on the date we record the *written request* at our *home office*.

The *surrender value*, as of any date, equals:

- (a) the *accumulation value*; minus
- (b) any applicable *surrender charge*; minus
- (c) the amount of any *loan*.

PARTIAL WITHDRAWALS

On or after the first policy anniversary while the *insured* is living, you may withdraw part of the *surrender value* of this policy by submitting a *written request*. *Partial withdrawals* will be subject to the following conditions:

- (a) Each *partial withdrawal* must be at least \$100.
- (b) Each *partial withdrawal* must not exceed:
 - (1) 90% of the *surrender value* immediately prior to such *partial withdrawal* during *policy years* in which the *surrender charge* is greater than zero, and 100% of the *surrender value* immediately prior to such *partial withdrawal* thereafter; minus
 - (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 \$50,000.

- (d) During *policy years* in which the *surrender charge* is greater than zero, you may make a *partial withdrawal* only once each *policy year*. Thereafter, the number of *partial withdrawals* is unlimited.

The following will apply for each *partial withdrawal*:

- (a) The current *specified amount* will be reduced by the amount of the *partial withdrawal*; and
(b) The *accumulation value* will be reduced by:
(1) the amount of the *partial withdrawal*; plus
(2) the *surrender charge* that applies to the decrease in *specified amount*; plus
(3) the withdrawal fee shown on the *data pages*.

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*.

LOANS

You may take *loans* secured by this policy's *surrender value* by submitting a *written request*. You must assign the policy to us as sole security for the *loan*.

The minimum *loan* allowed is \$100. The maximum *loan* allowed 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*.

If you request a *loan* prior to *policy year* 10, we will charge 4.76% *loan* interest in advance (5.0% effective annual interest rate). If you request a *loan* in *policy years* 10 and later, we will charge 2.44% *loan* interest in advance (2.5% effective annual interest rate). If you do not pay the interest when due, that interest will be added to the principal amount of the *loan* and bear interest at the same interest rate as the *loan*. If there is not enough *surrender value* available to cover the *loan* interest when due and you do not make a *loan* interest payment, this policy will end, subject to the **Grace Period** provision.

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 a *lapse* occurs.

SUICIDE EXCLUSION

We will not pay the *death benefit* if the *insured* commits suicide, while sane or insane, within two years from the *contestability date*. Instead, we will return all *premiums* paid, minus the sum of any *loan* and any *partial withdrawals*.

We will not pay that part of the *death benefit* resulting from an increase in the *specified amount* if the *insured* commits suicide, while sane or insane, within two years from the effective date of the increase in the *specified amount*. Instead, we will return the cost of insurance charge associated with the increase.

If this policy is replacing another of our policies, the suicide exclusion period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

OWNER AND BENEFICIARY

CHANGE OF OWNERSHIP

You may name a new person or legal entity to become the owner of this policy by submitting a *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the ownership change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. We are not liable for any payments we make or actions we take between the date you sign the *written request* and the date we record it 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* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the assignment will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by the assignment will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it 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

You have named the *beneficiary* in the application. There may be separate *beneficiaries* for each *policy benefit*. If the *beneficiary* for any *policy benefit* 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*. If you name a contingent *beneficiary*, that person becomes the *beneficiary* if the *beneficiary* dies before the *insured*. If there is no named *beneficiary* living when the *insured* dies, you will become the *beneficiary*.

You may change the *beneficiary* by *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by a change of *beneficiary* will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it at our *home office*. If the *beneficiary* designation in effect is irrevocable, the *beneficiary* must also sign the *written request*.

PAYMENT OF POLICY BENEFITS

Policy benefits will be available to the *beneficiary* in one lump sum. If the policy benefits are more than \$5,000, we may make the policy benefits available to the *beneficiary* through a personalized checkbook, debit card, or other payment mechanism, unless prohibited by law. The checkbook, debit card, or other payment mechanism will allow the *beneficiary* access to all of the policy benefits.

We will be deemed to have paid the policy benefits when we issue the *beneficiary* the checkbook, debit card, or other payment mechanism.

While we are holding the policy benefits, we will credit interest on them at an interest rate we determine. The interest rate will vary over time. We will provide the *beneficiary* with a statement of account activity.

GENERAL PROVISIONS

CONSIDERATION

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

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 or 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 this policy unless it is in a written application.

Any change made to this 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 *insured's* lifetime 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 *insured's* lifetime for two years from the effective date of reinstatement.

Except for nonpayment of *premium*, we will not contest the validity of an increase in *specified amount* after the policy has been in force during the *insured's* lifetime for two years from the effective date of the increase.

If we contest the validity of this policy, any reinstatement, or any increase in *specified amount*, the contest will be based on the related application.

If this policy is replacing another of our policies, the contestable period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

MISSTATEMENT OF AGE OR SEX

If the age or sex of the *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.

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 a year, we will send you a statement of your policy benefits and values, free of charge. 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;
- (c) the *accumulation value* at the end of the current statement period;
- (d) all amounts credited or debited to this policy during the statement period;
- (e) the *death benefit* at the end of the statement period;
- (f) the *surrender value* at the end of the statement period;
- (g) the amount of any *loan* as of the end of the statement period;
- (h) if applicable, a notice that the *guaranteed minimum interest rate*, guaranteed maximum cost of insurance rate, guaranteed maximum *monthly expense 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; and
- (i) 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 for the future. We will provide one free illustrative report each year. We reserve the right to charge a fee not more than \$20 for additional reports.

MINIMUM LEGAL VALUES

Any cash values and paid-up nonforfeiture benefits available under this policy will never be less than the minimum values and benefits required by the state in which this policy was delivered. A detailed statement of the basis of the charges and the methods of computation 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 the *insured's issue age* and risk class. If the *insured's* risk class is Nontobacco, we use the 2001 CSO Mortality Table, Age Last Birthday, Non-Smoker. However, if the *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 changes to the provisions of this policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation.

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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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175, 402-342-7600



a stock company

Insured [John J. Doe]
Owner(s) [John J. Doe]
Initial Specified Amount [\$100,000]
Issue Date [April 1, 2011]
Contestability Date [April 1, 2011]
Policy Number [1234567]

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 *insured* died while this policy was in force. On the *maturity date*, we will pay you the *death benefit* if the *insured* is then living and the policy is in force.

RIGHT TO RETURN THIS POLICY

If you are not satisfied with your policy, you can return it to us within 20 days after you receive it. You can deliver or mail it to our *home office* or to any of our agency offices. If this policy replaced another life insurance or annuity policy, you can return this policy within 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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

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 flexible premium adjustable life insurance policy.

"Flexible premium" means that, within certain limits, you may vary the amount and timing of the *premiums* you pay for 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 certain limitations, the *death benefit* of this policy can increase or decrease over time.

We will pay a *death benefit* if the *insured* dies while this policy is in force. If it terminates prior to the death of the *insured*, this policy may or may not have a *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. 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. We would then charge you interest on the amount borrowed. The details of a *partial withdrawal*, surrender, and *loan* are described later in this policy.

This policy may also provide *no-lapse protection*. This means that as long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy will not *lapse*. If the *no-lapse protection value* minus any *loan* is less than zero, this policy will enter the 61-day *grace period*. At the end of the *grace period*, this policy will *lapse* if the appropriate *premiums* have not been paid.

We will send you an annual statement showing the value and other activity in this policy.

THIS IS ONLY A SUMMARY OF YOUR POLICY. IT IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE ENTIRE POLICY. PLEASE SEE THE TABLE OF CONTENTS TO LOCATE POLICY PROVISIONS.

POLICY DATA

Insured	[John J. Doe]		
Owner(s)	[Jimmy J. John]		
Policy Number	[12345678]	Initial Specified Amount	[\$100,000]
Issue Age	[35]		
Risk Class	[Nontobacco]		
Rate Class	[Standard]		
Issue Date	[April 1, 2011]		
Maturity Date*	[April 1, 2096]		
Initial Modal Premium	[\$ 915.11]	Annualized Planned Premium	[\$ 915.11]
Additional Premium at Issue	[\$ 0.00]		
Mode Selected	[Annual]	Years Payable	[85]
Guaranteed Minimum Interest Rate Credited to the Accumulation Value:	2.00%		

SCHEDULE OF BENEFITS

Form	Benefit	Monthly Policy Charges	Benefit Years
D232LAR10P	Life Insurance	<i>See data pages</i>	[85]

* This policy may terminate prior to the *maturity date* even if you make planned *premium* payments, subject to the **No-Lapse Protection** provision. This is because the rates and charges deducted from and the interest rate credited to this policy are not guaranteed. Additionally, this policy may terminate before the *maturity date* if you take certain actions, such as taking *loans*, taking *partial withdrawals* or changing the *specified amount*.

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 you make planned *premium* payments when they are due, this policy will terminate in [2096]. This date reflects the *no-lapse protection* in effect.

POLICY CHARGES

Guaranteed Maximum Premium Charge Percentage:

[7.00%] of each premium payment.

Guaranteed Maximum Monthly Expense Charge:

- (a) [\$0.0551] per \$1,000 of *specified amount* per month; and
- (b) [\$5.00] per month.

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

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
35	0.0900	57	0.5743	79	4.9588	101	30.8746
36	0.0945	58	0.6263	80	5.5305	102	32.5326
37	0.1001	59	0.6858	81	6.1625	103	34.3076
38	0.1070	60	0.7565	82	6.8318	104	36.1988
39	0.1133	61	0.8415	83	7.5586	105	38.1925
40	0.1218	62	0.9391	84	8.3671	106	40.2886
41	0.1318	63	1.0455	85	9.2551	107	42.4885
42	0.1440	64	1.1570	86	10.2413	108	44.7985
43	0.1585	65	1.2740	87	11.3280	109	47.2318
44	0.1746	66	1.3936	88	12.4818	110	49.7758
45	0.1925	67	1.5198	89	13.6828	111	52.4155
46	0.2108	68	1.6540	90	14.8335	112	55.1513
47	0.2270	69	1.8040	91	15.9625	113	58.0296
48	0.2408	70	1.9781	92	17.2208	114	61.1775
49	0.2578	71	2.1878	93	18.6093	115	64.4310
50	0.2793	72	2.4308	94	20.1253	116	67.8565
51	0.3061	73	2.6880	95	21.6605	117	71.4736
52	0.3383	74	2.9655	96	23.1626	118	75.1963
53	0.3748	75	3.2680	97	24.6086	119	79.0956
54	0.4196	76	3.6078	98	26.0246	120	0.000
55	0.4701	77	4.0005	99	27.6671		
56	0.5226	78	4.4530	100	29.3296		

Divisor For Calculating The Net Amount At Risk: 1.001652

Withdrawal Fee: [\$75]

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

Policy Year	Rate	Policy Year	Rate	Policy Year	Rate
1	[\$27]	6	[16]	11	[7]
2	[27]	7	[15]	12	[5]
3	[27]	8	[13]	13	[3]
4	[26]	9	[11]	14	[1]
5	[26]	10	[9]	15 and later	0

NO-LAPSE PROTECTION

The *no-lapse protection value* is used solely to determine whether *no-lapse protection* is in effect. This value has no impact on the *accumulation value* or the *surrender value* of this policy.

There is no explicit charge for *no-lapse protection*. However, if you pay only the *premium* required to maintain the *no-lapse protection*, you may forfeit the advantage of building up a larger *accumulation value*.

If the *no-lapse protection* ends before the policy *maturity date*, the policy's *surrender value* may be zero and a significantly higher *premium* may be necessary to keep the policy in force.

No-Lapse Protection Catch-Up Period [3 policy months]

Please see the **No-Lapse Protection** provision for information about how the no-lapse protection catch-up period is applied.

The following factors are used only to calculate the *no-lapse protection value*. These factors are not used to calculate the *accumulation value* or *death benefit* provided by the policy or any rider benefits. Please see the **No-Lapse Protection** provision for more information.

No-Lapse Protection Value Interest Rate

Policy Years	Interest Rate
[1 -20]	[4.00%]
[21-40]	[4.75%]
[41-60]	[5.50%]
[61-80]	[6.25%]
[81-100]	[7.00%]
[101-120]	[7.75%]

No-Lapse Protection Load Limit [\$8.94] per \$1,000 of *specified amount*

Base No-Lapse Protection Load Percentage

[In <i>policy year 1</i>	5.00%]
[In <i>policy years 2 through 8</i>	25.00%]
[In <i>policy years 9 and later</i>	11.00%]

Excess No-Lapse Protection Load Percentage

[In <i>policy year 1</i>	1.00%]
[In <i>policy years 2 and later</i>	25.00%]

**Table of Guaranteed No-Lapse Protection Value Monthly
Cost of Insurance Rates Per \$1,000 of No-Lapse Protection Net Amount at Risk**

Policy Year	Rate	Policy Year	Rate
[1	0.2206	44	2.4256
2	0.2206	45	2.7012
3	0.2206	46	3.0126
4	0.2206	47	3.3568
5	0.2206	48	3.7214
6	0.2206	49	4.1174
7	0.2206	50	4.5578
8	0.2206	51	5.0415
9	0.2206	52	5.5787
10	0.2206	53	6.1706
11	0.2206	54	6.7991
12	0.2206	55	7.4533
13	0.2206	56	8.0801
14	0.2206	57	8.6951
15	0.2206	58	9.3805
16	0.2206	59	10.1369
17	0.2206	60	10.9627
18	0.2206	61	11.7989
19	0.2206	62	12.6172
20	0.2286	63	13.4048
21	0.2561	64	14.1761
22	0.2847	65	15.0708
23	0.3129	66	9.0425
24	0.3412	67	9.0425
25	0.3736	68	9.0425
26	0.4121	69	9.0425
27	0.4584	70	9.0425
28	0.5116	71	9.0425
29	0.5695	72	9.0425
30	0.6302	73	9.0425
31	0.6940	74	9.0425
32	0.7592	75	9.0425
33	0.8279	76	9.0425
34	0.9010	77	9.0425
35	0.9827	78	9.0425
36	1.0775	79	9.0425
37	1.1918	80	9.0425
38	1.3241	81	9.0425
39	1.4642	82	9.0425
40	1.6154	83	9.0425
41	1.7801	84	9.0425
42	1.9653	85	9.0425]
43	2.1792		

TABLE OF CONTENTS	PAGE
DEFINITIONS	1
DEATH BENEFIT	2
TAX MATTERS	2
Change in Specified Amount.....	3
PREMIUM PAYMENTS	3
KEEPING THIS POLICY IN FORCE	4
Continuation of Insurance	4
No-Lapse Protection	4
Grace Period	5
Reinstatement	5
POLICY CHARGES	6
Monthly Deduction	6
Cost of Insurance Charge	6
Surrender Charge	6
Changes in Rates and Charges.....	6
ACCUMULATION VALUE	6
Calculation	6
Credited Interest.....	7
SURRENDER VALUE	7
PARTIAL WITHDRAWALS	7
LOANS	8
SUICIDE EXCLUSION	8
OWNER AND BENEFICIARY	8
Change of Ownership	8
Assignment	9
Beneficiary.....	9
PAYMENT OF POLICY BENEFITS	9
GENERAL PROVISIONS	9
Consideration	9
Entire Contract	9
Incontestability	9
Misstatement of Age	10
Nonparticipating	10
Timing of Payments	10
Annual Statement.....	10
Illustrative Report	10
Minimum Legal Values.....	10
Compliance with Law	10

DEFINITIONS

This section provides an alphabetical list of certain terms and their meanings as used in this policy. As you read through this policy, keep in mind that any word you see in *italics* is a defined term.

Accumulation value means, as of any date, the value calculated as described in the ACCUMULATION VALUE section 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) you designate to receive the *death benefit* under this policy.

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

Contestability date means the date that starts the two-year contestability period. After this period we may no longer contest the validity of this policy. This date is shown on the face page of this policy.

Data pages means the pages of this policy that contain information specific to you, the *insured*, and the benefits provided under this policy. The data pages are identified as such at the bottom of each page.

Death benefit means the benefit paid to the *beneficiary* when the *insured* dies while this policy is in force.

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 minimum interest rate we will credit to the *accumulation value* of this policy. The guaranteed minimum interest rate is shown on the *data pages*.

Home office means, at the time of the delivery of this policy, our offices located at the address shown on the face page of this policy. If our home office moves, home office will mean the offices located at the new address.

Insured means the person shown as the "Insured" in the POLICY DATA section of the *data pages*.

Issue age means, as of the *issue date*, the *insured's* age last birthday.

Issue date means the start date of this policy. The issue date is the date from which *policy years* and policy anniversaries are measured. This date is shown on the face page of this policy.

Lapse means the termination of this policy because appropriate *premiums* were not paid before the end of the *grace period*.

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

Maturity date means the date the *insured* reaches the *attained age* of 120. This date is shown in the POLICY DATA section of the *data pages*.

Minimum death benefit means an amount, provided by the *Code*, below which the *death benefit* may not fall.

Mode means the frequency with which premium payments are made under this policy. The initial mode you selected is shown in the POLICY DATA section of the *data pages*.

Monthly deduction means the total amount that is deducted each month from the *accumulation value* to maintain this policy.

Monthly deduction date means the date we make *monthly deductions* from the *accumulation value* of this policy. The monthly deduction date is the *issue date* and each monthly anniversary of the *issue date*.

Monthly expense charge means an amount we deduct each month from the *accumulation value* for the administrative expenses of this policy. The guaranteed maximum monthly expense charge is shown on the *data pages*.

Net premium means the *premium* we receive from you minus the *premium charge*.

No-lapse protection means the feature that maintains this policy in force even if there is not enough *surrender value* to pay the *monthly deduction*, as described in the **No-Lapse Protection** provision.

No-lapse protection cost of insurance means an amount used to determine the *no-lapse protection monthly deduction* as described in the **No-Lapse Protection** provision.

No-lapse protection monthly deduction means an amount deducted from the *no-lapse protection value* equal to the applicable *no-lapse protection cost of insurance* plus the monthly cost of any riders.

No-lapse protection net amount at risk means, as of any *monthly deduction date*, the *specified amount* minus the *no-lapse protection value*.

No-lapse protection net premium means the *premium* minus the no-lapse protection load.

No-lapse protection value means a value, calculated as described in the **No-Lapse Protection** provision, which is used solely to determine whether the *no-lapse protection* is in effect.

Partial withdrawal means the amount you may withdraw from the *surrender value* in accordance with the PARTIAL WITHDRAWALS section of this policy.

Policy class means a class of insured persons who have the same policy form as this policy and who have certain factors in common that we determine. These factors include, but are not limited to, the *specified amount*, *accumulation value*, *issue date*, policy duration, *issue age*, rate class, risk class, and any other factors which we may determine to take into account in the future.

Policy year means each 12-month period starting on the *issue date* and each anniversary of the *issue date* thereafter.

Premium means an amount paid to United of Omaha Life Insurance Company in accordance with the provisions of this policy. It includes both planned payments and additional payments. A *loan* repayment is not a premium.

Premium charge means the amount we deduct for each *premium* payment you make under this policy. The premium charge is equal to the premium charge percentage shown on the *data pages* multiplied by the *premium*.

Specified amount means the amount of life insurance you selected. The initial specified amount is shown on the face page. If you change the specified amount in accordance with the terms of this policy, then it means the specified amount as so changed.

Surrender charge means, as of any date, the charge calculated as described in the **Surrender Charge** provision of this policy.

Surrender rate means the dollar amount per \$1,000 of *specified amount* that is used to calculate *surrender charges*. Guaranteed maximum surrender rates for each *policy year* are shown on the *data pages*.

Surrender value means, as of any date, the amount you will receive if you choose to surrender this policy before the *maturity date*.

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

The amount of the *death benefit* will be determined as of the date of the *insured's* death. The *death benefit* will be the greater of:

- (a) the current *specified amount*; or
- (b) the *minimum death benefit* on the date of the *insured's* death.

The *death benefit* will be reduced by any *loan* and any due and unpaid *monthly deductions*.

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.

TAX MATTERS

This policy has been designed to qualify as life insurance under Section 7702 of the *Code*. However, if the *accumulation value* exceeds the *death benefit* by a certain amount, a policy loses its status as life insurance as defined by the *Code*. Among other things, the *Code* provides a *minimum death benefit* below which the *death benefit* may not fall. The *minimum death benefit* at any time equals the *accumulation value* multiplied by the death benefit percentage for the *attained age* of the *insured* as shown in the following table:

TABLE OF DEATH BENEFIT PERCENTAGES

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

While you can make certain changes to this policy, we may decline to accept a change if it could adversely affect the status of this policy as life insurance under the *Code*. Some changes that may have tax consequences include, but are not limited to:

- (a) increasing the amount of *premiums* you pay in excess of the planned *premium*;
- (b) changing the *specified amount*; and
- (c) making *partial withdrawals*.

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 it is necessary to continue coverage. We also reserve the right to take necessary action 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.

CHANGE IN SPECIFIED AMOUNT

Beginning on the first policy anniversary during the lifetime of the *insured*, you may submit a *written request* to change the *specified amount* once each *policy year*.

To increase the *specified amount*, you must submit an application and provide evidence of insurability acceptable to us. Any increase must be at least \$1,000. You may not increase the *specified amount* after the *insured* reaches the *attained age* of 90.

You may decrease the *specified amount* by sending us a *written request*. During the first three *policy years*, you may not decrease the *specified amount* to be less than 50% of the initial *specified amount* shown on the face page. At no time may the *specified amount* be decreased below \$50,000.

A decrease in *specified amount* will be subject to a partial *surrender charge* during *policy years* when *surrender charges* apply. The partial *surrender charge* is equal to the applicable *surrender rate*, multiplied by the decrease in *specified amount*, divided by 1,000.

A change in *specified amount* will go into effect on the first *monthly deduction date* following the date we approve the change. We will send you a policy amendment showing the *specified amount* after the change.

A change in *specified amount* may result in the loss of *no-lapse protection*.

PREMIUM PAYMENTS

You may pay *premiums* at our *home office* or to one of our authorized agents. At your request, we will give you a *premium* receipt signed by an *executive officer*. You may pay planned *premiums* annually, semi-annually, quarterly, or at other intervals we may offer. The planned *premium* 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*. We will send you *premium* reminder notices for the planned *premium*.

You may also make additional premium payments. If you paid any additional premium with the initial planned *premium*, that amount is shown in the POLICY DATA section of the *data pages*.

KEEPING THIS POLICY IN FORCE

CONTINUATION OF INSURANCE

This policy will continue 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 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

Calculation of the No-Lapse Protection Value

On the *issue date*, this policy will have *no-lapse protection*. To determine whether *no-lapse protection* continues, we will calculate the *no-lapse protection value* on each *monthly deduction date*. As long as the *no-lapse protection value* minus any *loan* is greater than or equal to zero, this policy has *no-lapse protection*.

On the policy's *issue date*, the *no-lapse protection value* equals:

- (a) the initial *no-lapse protection net premium*; minus
- (b) the *no-lapse protection monthly deduction* for the first month.

On any *monthly deduction date* after the *issue date*, the *no-lapse protection value* equals:

- (a) the *no-lapse protection value* as of the previous *monthly deduction date*, accumulated with one month's *no-lapse protection interest*; plus
- (b) any *no-lapse protection net premium* received since the previous *monthly deduction date*, accumulated with the *no-lapse protection interest* from the previous *monthly deduction date* to the current *monthly deduction date*; minus
- (c) the *no-lapse protection monthly deduction* for the current month; minus
- (d) any *partial withdrawal* you have taken since the previous *monthly deduction date*, including the withdrawal fee and any applicable *surrender charge*, accumulated with *no-lapse protection interest* from the date of withdrawal to the current *monthly deduction date*; minus
- (e) any *surrender charge* resulting from a decrease in *specified amount*.

No-lapse protection interest, as used in this provision, is determined by applying the *no-lapse protection interest rate* to the *no-lapse protection value* as of the previous *monthly deduction date*. The *no-lapse protection interest rate* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Load

The *no-lapse protection load limit* is used to determine the applicable *no-lapse protection load percentage*. The *no-lapse protection load limit* per \$1,000 of *specified amount* is shown in the NO-LAPSE PROTECTION section of the *data pages*.

The *no-lapse protection load* is an amount equal to a percentage of each *premium*. Cumulative *premiums* paid in any *policy year* up to and including the *no-lapse protection load limit* will be subject to the Base No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*. Cumulative *premiums* paid in any *policy year* that exceed the *no-lapse protection load limit* will be subject to the Excess No-Lapse Protection Load Percentage as shown in the NO-LAPSE PROTECTION section of the *data pages*.

The No-Lapse Protection Cost of Insurance

The *no-lapse protection cost of insurance* used to determine the *no-lapse protection monthly deduction* is calculated on each *monthly deduction date* as follows:

- (a) the applicable *no-lapse protection cost of insurance rate* shown in the *data pages*; multiplied by
- (b) the *no-lapse protection net amount at risk*; divided by
- (c) 1,000.

Restoration of No-Lapse Protection

If the *no-lapse protection value* minus any *loan* is less than zero on any *monthly deduction date*, we will notify you of the amount of *premium* you must pay in order to keep the *no-lapse protection*. This amount assumes no policy changes are made from the date of calculation until the date we receive your payment

We must receive the required amount on or before the earliest of:

- (a) the last day of the no-lapse protection catch-up period shown on the *data pages*; or
- (b) the end of the *grace period*, if your policy is in the *grace period*.

If we do not receive this amount within the time specified, the *no-lapse protection* will no longer be in effect and cannot be restored.

GRACE PERIOD

This policy has a 61-day *grace period*. 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 not in effect, the *grace period* will begin on any *monthly deduction date* upon which the *surrender value* is less than the *monthly deduction*.

If the *no-lapse protection* is in effect, the policy will not enter the *grace period*, unless there is not enough surrender value to cover any applicable *loan* interest when due.

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.

This policy remains in force during the *grace period*. If the *insured* dies during the *grace period*, we will subtract from the *death benefit* any past due *monthly deductions* and the amount of any *loans*.

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*.

REINSTATEMENT

You have three years from the date this policy *lapses* to apply to reinstate it. To reinstate this policy, you must:

- (a) submit a written application signed by you and the *insured*, if you are not the *insured*;
- (b) provide evidence of insurability which we determine to be acceptable to us; and
- (c) pay a *premium* equal to the sum of:
 - (1) the amount that was required to keep the policy in force as of the end of the *grace period*, and
 - (2) the amount required to keep the policy in force for three months from the date of reinstatement.

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

On the effective date of any reinstatement, the *accumulation value* will equal the total of:

- (a) an amount equal to the unloaned portion of the *accumulation value*, if any, as of the date of *lapse*, plus
- (b) the amount of your reinstatement *premium* payment, minus
- (c) the *premium charge* on such reinstatement *premium* payment

On the effective date of any reinstatement, the *no-lapse protection value* will equal the total of:

- (a) the *no-lapse protection value* as of the date of *lapse*; plus
- (b) the amount of your reinstatement *premium* payment; minus
- (c) the no-lapse protection premium load, as defined in the **No-Lapse Protection Premium Load** provision of this policy, on such reinstatement *premium* payment

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* as of the date of *lapse* will be deemed paid.

POLICY CHARGES

MONTHLY DEDUCTION

Each month, we will subtract the *monthly deduction* from the *accumulation value* on the *monthly deduction date*. The *monthly deduction* equals:

- (a) the *monthly expense charge*; plus
- (b) the cost of insurance charge; plus
- (c) any applicable monthly rider costs.

COST OF INSURANCE CHARGE

The cost of insurance charge is part of the *monthly deduction*. The cost of insurance charge equals:

- (a) the net amount at risk for the current month; multiplied by
- (b) the current cost of insurance rate per \$1,000 of net amount at risk; divided by
- (c) 1,000.

The net amount at risk equals the greater of:

- (a) the *specified amount* divided by the divisor for calculating the net amount at risk as shown on the *data pages* minus the *accumulation value* on the *monthly deduction date* after subtracting the *monthly expense charge* and the cost of any riders for the current month; or
- (b) the *minimum death benefit*.

SURRENDER CHARGE

The *surrender rates* and the *policy years* when *surrender rates* apply are shown on the *data pages*. During the applicable *policy years*, we will deduct a *surrender charge* from the *accumulation value* if you:

- (a) cancel your policy after the period specified in the **Right to Return This Policy** provision;
- (b) decrease the *specified amount*; or
- (c) take a *partial withdrawal*.

The *surrender charge* in any *policy year* is an amount equal to:

- (a) the *surrender rate*; multiplied by
- (b) the *specified amount*; divided by
- (c) 1,000.

The *surrender rate* will not exceed the rates shown in the Table of Guaranteed Maximum Surrender Rates on the *data pages*.

CHANGES IN RATES AND CHARGES

The *monthly expense charge*, cost of insurance rates, monthly rider costs, *surrender rates* and *premium charge* may vary over time. We will determine these rates and charges based on our expectations of future investment earnings, persistency, mortality and expense experience, taxes, and any other factors we may determine to take into account in the future. However, they will never exceed the guaranteed maximums shown in the POLICY CHARGES section of the *data pages*. 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, the *accumulation value* equals:

- (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 *partial withdrawal* since the prior day.

CREDITED INTEREST

We determine the annual interest rates to be credited to the *accumulation value*. These interest rates will vary over time, but they will never be less than the *guaranteed minimum interest rate*. The interest rates we credit to the loaned and unloaned portions of the *accumulation value* may be different. If the *accumulation value* is less than zero, we will not credit interest to the *accumulation value*.

Unloaned Portion

The interest rates 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 this interest rate be less than the *guaranteed minimum interest rate*. The interest rates are determined uniformly for all members of the same *policy class*.

We credit interest on a daily basis using an investment-year method. Under that method, interest is credited at rates which vary by the date we receive *net premiums*. Any future change in interest rates is made separately for each date *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 *partial withdrawals* or *loans* as coming from that portion of the *accumulation value* which represents the *net premiums* we have received from the most recent date to the earliest date.

On and after the tenth policy anniversary, we will increase each of the interest rates to be credited to the unloaned portion of the *accumulation value* by 0.5% from the rates we would otherwise have set for this policy. Such increased interest rates will be credited only if the interest rates we would otherwise have set for this policy are greater than the *guaranteed minimum interest rate*. If the rate we would otherwise have set for this policy is equal to the *guaranteed minimum interest rate*, we will credit interest to the unloaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

Loaned Portion

We credit interest on a daily basis on the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

On and after the 10th policy anniversary, we will credit interest to the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate* plus 0.5%. The additional interest will be credited only if the interest rate we would otherwise have set for this policy is greater than the *guaranteed minimum interest rate*. If the rate we would otherwise set for this policy is equal to the *guaranteed minimum interest rate*, we will credit interest to the loaned portion of the *accumulation value* at the *guaranteed minimum interest rate*.

SURRENDER VALUE

While the *insured* is living, you may surrender this policy for its *surrender value* by submitting a *written request* and returning this policy to us. This policy will terminate on the date we record the *written request* at our *home office*.

The *surrender value*, as of any date, equals:

- (a) the *accumulation value*; minus
- (b) any applicable *surrender charge*; minus
- (c) the amount of any *loan*.

PARTIAL WITHDRAWALS

On or after the first policy anniversary while the *insured* is living, you may withdraw part of the *surrender value* of this policy by submitting a *written request*. *Partial withdrawals* will be subject to the following conditions:

- (a) Each *partial withdrawal* must be at least \$100.
- (b) Each *partial withdrawal* must not exceed:
 - (1) 90% of the *surrender value* immediately prior to such *partial withdrawal* during *policy years* in which the *surrender charge* is greater than zero and 100% of the *surrender value* immediately prior to such *partial withdrawal* thereafter; minus
 - (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 \$50,000.
- (d) During *policy years* in which the *surrender charge* is greater than zero, you may make a *partial withdrawal* only once each *policy year*. Thereafter, the number of *partial withdrawals* is unlimited.

The following will apply for each *partial withdrawal*:

- (a) The current *specified amount* will be reduced by the amount of the *partial withdrawal*; and
- (b) The *accumulation value* will be reduced by:
 - (1) the amount of the *partial withdrawal*; plus
 - (2) the *surrender charge* that applies to the decrease in *specified amount*; plus
 - (3) the withdrawal fee shown on the *data pages*.

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*.

LOANS

You may take *loans* secured by this policy's *surrender value* by submitting a *written request*. You must assign the policy to us as sole security for the *loan*.

The minimum *loan* allowed is \$100. The maximum *loan* allowed 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*.

If you request a *loan* prior to *policy year* 10, we will charge 4.76% *loan* interest in advance (5.0% effective annual interest rate). If you request a *loan* in *policy years* 10 and later, we will charge 2.44% *loan* interest in advance (2.5% effective annual interest rate). If you do not pay the interest when due, that interest will be added to the principal amount of the *loan* and bear interest at the same interest rate as the *loan*. If there is not enough *surrender value* available to cover the *loan* interest when due and you do not make a *loan* interest payment, this policy will end, subject to the **Grace Period** provision.

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 a *lapse* occurs.

SUICIDE EXCLUSION

We will not pay the *death benefit* if the *insured* commits suicide, while sane or insane, within two years from the *contestability date*. Instead, we will return all *premiums* paid minus the sum of any *loan* and any *partial withdrawals*.

We will not pay that part of the *death benefit* resulting from an increase in the *specified amount* if the *insured* commits suicide, while sane or insane, within two years from the effective date of the increase in the *specified amount*. Instead, we will return the cost of insurance charge associated with the increase.

If this policy is replacing another of our policies, the suicide exclusion period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

OWNER AND BENEFICIARY

CHANGE OF OWNERSHIP

You may name a new person or legal entity to become the owner of this policy by submitting a *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the ownership change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. We are not liable for any payments we make or actions we take between the date you sign the *written request* and the date we record it 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* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the assignment will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by the assignment will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it 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

You have named the *beneficiary* in the application. There may be separate *beneficiaries* for each *policy benefit*. If the *beneficiary* for any *policy benefit* 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*. If you name a contingent *beneficiary*, that person becomes the *beneficiary* if the *beneficiary* dies before the *insured*. If there is no named *beneficiary* living when the *insured* dies, you will become the *beneficiary*.

You may change the *beneficiary* by *written request* during the *insured's* lifetime. Unless you specify otherwise in the *written request*, the change will be effective on the date you sign the *written request*. However, it will not be binding on us until we record it at our *home office*. Any rights created by a change of *beneficiary* will be subject to any payments we make or actions we take between the date you sign the *written request* and the date we record it at our *home office*. If the *beneficiary* designation in effect is irrevocable, the *beneficiary* must also sign the *written request*.

PAYMENT OF POLICY BENEFITS

We will pay the policy benefits to the *beneficiary* in accordance with applicable law. The policy benefits are subject to the conditions and adjustments defined in other policy provisions. We will pay interest on the policy benefits as required by applicable law.

GENERAL PROVISIONS

CONSIDERATION

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

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 or 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 this policy unless it is in a written application.

Any change made to this 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 *insured's* lifetime 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 *insured's* lifetime for two years from the effective date of reinstatement.

Except for nonpayment of *premium*, we will not contest the validity of an increase in *specified amount* after the policy has been in force during the *insured's* lifetime for two years from the effective date of the increase.

If we contest the validity of this policy, any reinstatement, or any increase in *specified amount*, the contest will be based on the related application.

If this policy is replacing another of our policies, the contestable period for the amount of insurance replaced will be measured from the *contestability date* of the original policy.

MISSTATEMENT OF AGE

If the age of the *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.

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 a year, we will send you a statement of your policy benefits and values, free of charge. 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;
- (c) the *accumulation value* at the end of the current statement period;
- (d) all amounts credited or debited to this policy during the statement period;
- (e) the *death benefit* at the end of the statement period;
- (f) the *surrender value* at the end of the statement period;
- (g) the amount of any *loan* as of the end of the statement period;
- (h) if applicable, a notice that the *guaranteed minimum interest rate*, guaranteed maximum cost of insurance rate, guaranteed maximum *monthly expense 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; and
- (i) 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 for the future. We will provide one free illustrative report each year. We reserve the right to charge a fee not more than \$20 for additional reports.

MINIMUM LEGAL VALUES

Any cash values and paid-up nonforfeiture benefits available under this policy will never be less than the minimum values and benefits required by the state in which this policy was delivered. A detailed statement of the basis of the charges and the methods of computation 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 the *insured's issue age* and risk class. If the *insured's* risk class is Nontobacco, we use the 2001 CSO Mortality Table (80/20 Male/Female), Age Last Birthday, Non-Smoker. However, if the *insured's* risk class is Tobacco, we use the 2001 CSO Mortality Table (80/20 Male/Female), Age Last Birthday, Smoker.

COMPLIANCE WITH LAW

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

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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 IS NOT A PARTICIPATING POLICY. THEREFORE, NO DIVIDENDS WILL BE PAID.

SERFF Tracking Number: MUTM-127004521 State: Arkansas
 Filing Company: United of Omaha Life Insurance Company State Tracking Number: 48079
 Company Tracking Number: BRANDI LASHLEY
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Individual Flexible Premium Adjustable Life Insurance-GULC-D229LAR10P
 Project Name/Number: Individual Flexible Premium Adjustable Life Insurance-GULC/D229LAR10P

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
AR Read Cert.pdf		
AR Certification of Compliance with Rule 19.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment:		
Appendix A.pdf		

	Item Status:	Status Date:
Satisfied - Item: AR UL Compliance Cert		
Comments:		
Attachment:		
AR UL Compliance Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Memos of Variability		
Comments:		
Attachments:		
Memo of Variability - D229LAR10P (Sex Distinct).pdf		
Memo of Variability - D230LAR10P (Unisex).pdf		
Memo of Variability - D231LAR10P (Sex Distinct).pdf		
Memo of Variability - D232LAR10P (Unisex).pdf		

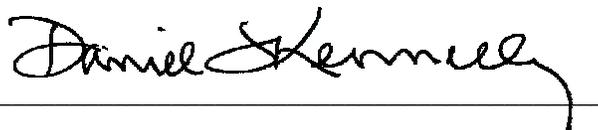
CERTIFICATION

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>
D229LAR10P	Flexible Premium Adjustable Life Policy	*50.4
D230LAR10P	Flexible Premium Adjustable Life Policy	*50.4
D231LAR10P	Flexible Premium Adjustable Life Policy	*50.4
D232LAR10P	Flexible Premium Adjustable Life Policy	*50.4

*This score was achieved by removing language or terminology entitled to be excepted by your state's readability regulation.

Date: February 24, 2011



Daniel J. Kennelly
Vice President, Chief Compliance and Ethics Officer

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: United of Omaha Life Insurance Company

Form Number(s): D229LAR10P
D230LAR10P
D231LAR10P
D232LAR10P

I hereby certify, to the best of my knowledge and belief, that the filing above meets the requirements of Arkansas Rule and Regulation 19, Unfair Sex Discrimination In The Sale of Insurance.



Signature of Company Officer

Daniel J. Kennelly

Name

Vice President, Chief Compliance & Ethics Officer

Title

February 24, 2011

Date

Appendix A

Applications with which policies D229LAR10P, D230LAR10P, D231LAR10P, and D232LAR10P will be used

Form Number	Description	Approval Date
C977LNA09A	Life Application Part 1A	09/30/2009
C978LNA09A	Life Application Part 1B	09/30/2009
C979LNA09A	Life Application Part 2	09/30/2009
C980LNA09A	Aviation Questionnaire	09/30/2009
C981LNA09A	Underwater Diving Questionnaire	09/30/2009
C982LNA09A	Skydiving/Parachuting Questionnaire	09/30/2009
C983LNA09A	Racing Questionnaire	09/30/2009
C984LNA09A	Foreign National and Foreign Travel Questionnaire	09/30/2009
C985LNA09A	Nontobacco Questionnaire	09/30/2009
C986LNA09A	Rock or Mountain Climbing Questionnaire	09/30/2009
C987LNA09A	Hang Gliding/Base Jumping/Bungee Jumping Questionnaire	09/30/2009
C997LNA09A	Producer Statement	09/30/2009
C998LNA09A	Juvenile Supplemental Application	09/30/2009
C999LNA09A	Children's Rider Supplemental Application	09/30/2009

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 these policies, D229LAR10P, D230LAR10P, D231LAR10P, and D232LAR10P, are in compliance. I also certify that the reserve held on any policy will never be less than the cash surrender value.

A handwritten signature in black ink that reads "Brant E. Seymoure". The signature is written in a cursive style with a horizontal line underneath the name.

Brant E. Seymoure, FSA MAAA

Managing Actuary

February 11, 2011

a stock company

**STATEMENT OF VARIABLE MATERIAL
Flexible Premium Adjustable Life Insurance Policy
Sex Distinct
D229LAR10P**

<u>Page</u>	<u>Section</u>	<u>Explanation</u>
Face Page.....		<p>Insured, Owner(s), 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 \$50,000.</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(s), Policy Number, Issue Age, Risk Class, Rate Class, Sex and Issue Date are variable based on the Insured's specific demographics.</p> <p>Initial Specified Amount variable with a minimum of \$50,000.</p> <p>Maturity Date variable with a range from the Issue Age to the policy anniversary following the Insured's Attained Age of 120.</p> <p>Annualized Planned Premium, Initial Modal Premium and 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 insured's attained age of 120.</p> <p>Mode Selected variable based upon the payment mode selected by the insured.</p>
Data Pages ...	SCHEDULE OF BENEFITS	<p>Benefit Years variable ranges from 120 minus the insured's issue age.</p> <p>Termination date variable based on variable elements, the guaranteed maximum cost of insurance rates and the planned premium payments, which are used to determine the termination date.</p>
Data Pages ...	POLICY CHARGES	<p>Guaranteed Maximum premium charge percentage is variable for future flexibility. This item would only change for new business going forward. Once a policy is issued, it will never change.</p>

a stock company

Guaranteed Maximum Monthly Expense Charge applied per \$1,000 of Specified Amount per month. This item is variable for future flexibility. It would only change for new business going forward.

Table of Guaranteed Maximum Monthly Cost of Insurance Rates reflects the insured's Attained Age, sex, risk class and rate class.

Divisor for Calculating The Net Amount at Risk is variable for future flexibility. If changed, it would only change for new business going forward. Range 1-1.003.

Withdrawal Fee This amount is variable and is set at the time of policy issue. The range is \$0-\$200.

Table of Guaranteed Maximum Surrender Rates Per \$1,000 of Specified Amount reflects the insured's Issue Age, sex, Risk Class, Rate Class and duration.

Data Pages ...**NO-LAPSE PROTECTION**.....**No-Lapse Protection Catch-up Period** is variable and is set at policy issue. If this variable changes, it will only change for new business.

No-Lapse Protection Value Interest Rate Policy Years these items are variable and specific to the insureds issue age.

Interest Rate this item is variable based on the policy years field. These rates are set at issue.

No Lapse Protection Load Limit this item is variable based on the insured's Issue Age, sex, Risk Class, Rate Class and initial Specified Amount.

Base and Excess No-Lapse Protection Load Percentage variable for future changes. Once a policy is issued, this variable will not change. Range 0%-50%.

Table of Guaranteed No-Lapse Protection Value Monthly Cost of Insurance Rates Per \$1,00 of No-Lapse Protection Net Amount at Risk rates vary based on the insured's issue age, sex, risk class, rate class and initial specified amount. Range 0-83.3333.

a stock company

**STATEMENT OF VARIABLE MATERIAL
Flexible Premium Adjustable Life Insurance Policy
Unisex
D230LAR10P**

<u>Page</u>	<u>Section</u>	<u>Explanation</u>
Face Page.....		<p>Insured, Owner(s), 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 \$50,000.</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(s), Policy Number, Issue Age, Risk Class, Rate Class, and Issue Date are variable based on the Insured's specific demographics.</p> <p>Initial Specified Amount variable with a minimum of \$50,000.</p> <p>Maturity Date variable with a range from the Issue Age to the policy anniversary following the Insured's Attained Age of 120.</p> <p>Annualized Planned Premium, Initial Modal Premium and 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 insured's attained age of 120.</p> <p>Mode Selected variable based upon the payment mode selected by the insured.</p>
Data Pages ...	SCHEDULE OF BENEFITS	<p>Benefit Years variable ranges from 120 minus the insured's issue age.</p> <p>Termination date variable based on variable elements, the guaranteed maximum cost of insurance rates and the planned premium payments, which are used to determine the termination date.</p>
Data Pages ...	POLICY CHARGES	<p>Guaranteed Maximum premium charge percentage is variable for future flexibility. This item would only change for new business going forward. Once a policy is issued, it will never change.</p>

a stock company

Guaranteed Maximum Monthly Expense Charge applied per \$1,000 of Specified Amount per month. This item is variable for future flexibility. It would only change for new business going forward.

Table of Guaranteed Maximum Monthly Cost of Insurance Rates reflects the insured's Attained Age, risk class and rate class.

Divisor for Calculating The Net Amount at Risk is variable for future flexibility. If changed, it would only change for new business going forward. Range 1-1.003.

Withdrawal Fee This amount is variable and is set at the time of policy issue. The range is \$0-\$200.

Table of Guaranteed Maximum Surrender Rates Per \$1,000 of Specified Amount reflects the insured's Issue Age, Risk Class, Rate Class and duration.

Data Pages ...**NO-LAPSE PROTECTION**.....**No-Lapse Protection Catch-up Period** is variable and is set at policy issue. If this variable changes, it will only change for new business.

No-Lapse Protection Value Interest Rate Policy Years these items are variable and specific to the insureds issue age.

Interest Rate this item is variable based on the policy years field. These rates are set at issue.

No Lapse Protection Load Limit this item is variable based on the insured's Issue Age, Risk Class, Rate Class and initial Specified Amount.

Base and Excess No-Lapse Protection Load Percentage variable for future changes. Once a policy is issued, this variable will not change. Range 0%-50%.

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a stock company

**STATEMENT OF VARIABLE MATERIAL
Flexible Premium Adjustable Life Insurance Policy
Sex Distinct
D231LAR10P**

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