

SERFF Tracking Number: MUTM-127146627 State: Arkansas  
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 48620  
Company Tracking Number: JUNE RODGERS  
TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other  
Product Name: Group Term Life Portability Certificate - 9000GC-U-LIFE 11  
Project Name/Number: Group Term Life Portability Certificate/9000GC-U-LIFE 11

## Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: Group Term Life Portability Certificate - 9000GC-U-LIFE 11 SERFF Tr Num: MUTM-127146627 State: Arkansas

TOI: L04G Group Life - Term SERFF Status: Closed-Approved- Closed State Tr Num: 48620

Sub-TOI: L04G.500 Other Co Tr Num: JUNE RODGERS State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird

Authors: Mary Cleasby, June Rodgers Disposition Date: 05/03/2011

Date Submitted: 04/28/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Group Term Life Portability Certificate

Project Number: 9000GC-U-LIFE 11

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Discretionary

Filing Status Changed: 05/03/2011

State Status Changed: 05/03/2011

Created By: Mary Cleasby

Corresponding Filing Tracking Number:

Filing Description:

RE: United of Omaha Life Insurance Company

NAIC #: 261-69868 FEIN: 47-0322111

Group Life and Accident Death and Dismemberment Insurance

Portability Certificate

9000GC-U-LIFE 11

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 04/19/2011

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Overall Rate Impact:

Deemer Date:

Submitted By: Mary Cleasby

We are requesting approval of certificate 9000GC-U-LIFE 11 which will be used with a group insurance arrangement for

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certificate holders who are porting their life and accidental death and dismemberment coverage from standard groups. Certificate 9000GC-U-LIFE 11 will be issued to persons who become insured under the portability policy.

The portability benefits will be issued under master policy 9000GM-U-LIFE 11, along with master policy Application 10634GA-U-PORT 11, issued to a trust approved in Nebraska on April 19, 2011 under the discretionary authority granted in section 44-1601 and 44-760(3) of the Nebraska Insurance Code.

Coverage under the policy is substantially similar to traditional groups authorized for group insurance under Arkansas law because all insureds porting their coverage will be coming from group policies issued to either their employers or their associations that contain the same portability feature. In addition, we believe this discretionary group meets the three basic regulatory requirements, commonly referred to as the three-pronged test under section 23-83-107 of the Arkansas Insurance Code.

The group meets the requirements of the three-pronged test as follows:

- 1) Issuance of a group portability policy is not contrary to the best interest of the public. By contrast, allowing insureds under a group policy to port their coverage to another group policy as an alternative to individual conversion is generally less expensive for the insureds. Similar to an individual conversion policy, coverage under a group portability policy does not require underwriting. It is available to all eligible individuals, regardless of health status.
- 2) Issuance of a group portability policy would result in economies of acquisition or administration. The group portability policy requires the use of a single master policy. Additionally the same portability certificate is issued to all persons who are continuing insurance under a portability option in their prior group plans. This permits efficiencies in the administration of benefits that are continued, regardless of differences that may have existed in the insureds' various prior coverages.
- 3) Benefits under this group portability policy are reasonable in relation to the premiums charged. The accompanying actuarial memorandum demonstrates how the premiums are reasonable in relation to benefits.

Your review and notification of approval of this filing will be appreciated.

Sincerely,

G. June Rodgers, FLMI, HIA, MHP, AIRC, CCP, GBDS  
Product and Advertising Compliance Consultant  
Corporate Compliance and Ethics Division  
Phone: 402-351-2652  
Fax: 402-351-5298

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 E-mail: june.rodgers@mutualofomaha.com

## Company and Contact

### Filing Contact Information

June Rodgers, Senior Policy Drafting and Regulatory Specialist  
 Mutual of Omaha  
 Mutual of Omaha Plaza  
 Omaha, NE 68175  
 june.rodgers@mutualofomaha.com  
 402-351-2652 [Phone]  
 402-351-5298 [FAX]

### Filing Company Information

United of Omaha Life Insurance Company  
 Mutual of Omaha Plaza  
 Omaha, NE 68175  
 (402) 351-6910 ext. [Phone]  
 CoCode: 69868  
 Group Code: 261  
 Group Name:  
 FEIN Number: 47-0322111  
 State of Domicile: Nebraska  
 Company Type: Life Insurance  
 State ID Number:

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$50.00	04/28/2011	47060459

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/03/2011	05/03/2011

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## **Disposition**

Disposition Date: 05/03/2011

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		No
Supporting Document	Actuarial Memorandum		No
Form	Certificate		Yes

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## Form Schedule

**Lead Form Number: 9000GC-U-LIFE 11**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	9000GC-U-LIFE 11	Certificate	Certificate	Initial			9000GC-U-LIFE 11 - Port Certificate.pdf

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# GROUP TERM LIFE PORTABILITY CERTIFICATE OF INSURANCE

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## UNITED OF OMAHA LIFE INSURANCE COMPANY

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

United of Omaha Life Insurance Company certifies that Group Policy Number [GVTL-1F60] (the Policy) has been issued to [Policyholder Legal Name] (the Policyholder).

Insurance is provided for Insured Persons subject to the terms and conditions of the Policy.

Member Name: [Name]

Certificate Number: [Number]

Certificate Effective Date: [Date]

Certificate Amendment Date: [N/A]

Insured Person(s) and Amounts of Insurance:

Name of Insured Person (Last, First MI)	Date of Birth (MM/DD/YYYY)	Insured Person Type	Amount of Life Insurance*	Amount of AD&D Insurance*
[ ]	[ ]	Member	[ ]	[ ]
[ ]	[ ]	[Spouse][Child]	[ ]	[ ]
[ ]	[ ]	[Child]	[ ]	[ ]
[ ]	[ ]	[Child]	[ ]	[ ]
[ ]	[ ]	[Child]	[ ]	[ ]
[ ]	[ ]	[Child]	[ ]	[ ]

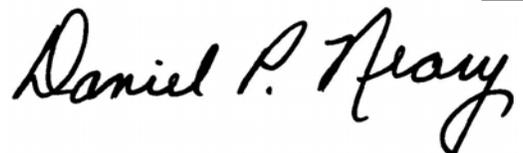
**\*The amount of insurance shown will be reduced as described in the Benefit Reductions provision in the Schedule.**

Please read this Certificate carefully. If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without an Insured Person's consent or notice to an Insured Person.

The Policy provides group insurance coverage for individuals who have a right and have elected to continue insurance in accordance with the portability provision in a group insurance policy issued by United of Omaha Life Insurance Company or its affiliates to an employer or other organization. Therefore, if the Prior Plan was subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Insured Person's rights and benefits under the Policy will be subject to and governed by ERISA. State law will apply only to the extent it is not preempted by ERISA, and in that event, the Policy will be interpreted in accordance with the laws of the State of Nebraska without giving effect to the conflicts of law rules of that State or any other state.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

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## SCHEDULE

### LIFE INSURANCE FOR YOU (THE MEMBER)

Your amount of life insurance is shown on the first page of this Certificate. Your amount of life insurance is subject to any reductions indicated in the Benefit Reductions provision in this Schedule.

You may increase or decrease life insurance, as described in the Policy, from \$10,000 to [\$1,000,000], in increments of \$5,000.

### LIFE INSURANCE FOR YOUR DEPENDENT(S)

The amount of life insurance for Your Dependents, if applicable, is shown on the first page of this Certificate. Your Spouse's amount of life insurance, if applicable, is subject to any reductions indicated in the Benefit Reductions provision in this Schedule.

You may increase or decrease life insurance for Your insured Spouse, as described in the Policy, from \$5,000 to [\$500,000], in increments of \$5,000. The amount of life insurance for Your Spouse may not exceed 100 percent of Your amount of life insurance.

You may increase or decrease life insurance for Your insured Dependent child(ren), as stated or allowed in the Policy, from \$2,000 to [\$10,000], in increments of \$1,000.

### ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOU

Your amount of accidental death and dismemberment (AD&D) insurance, if applicable, is equal to Your amount of life insurance. Your amount of AD&D insurance is shown on the first page of this Certificate.

Your amount of AD&D insurance is also referred to as the Principal Sum. Your amount of AD&D insurance is subject to any reductions indicated in the Benefit Reductions provision of this Schedule.

### ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOUR DEPENDENT(S)

The amount of accidental death and dismemberment (AD&D) insurance for Your Dependents, if applicable, is equal to the amount of life insurance for Your Dependents. The amount of AD&D insurance for Your Dependents is shown on the first page of this Certificate.

Your Spouse's amount of AD&D insurance, if applicable, is subject to any reductions indicated in the Benefit Reductions provision of this Schedule.

The amount of AD&D insurance is also referred to as the Principal Sum.

## BENEFIT REDUCTIONS

As an Insured Person grows older, the amount of life and AD&D insurance, as applicable, for an Insured Person will be reduced according to the following schedule:

At the Attained Age of:	The Amount of Insurance Will Reduce to:
70.....	65%
75.....	45%
80.....	30%
85.....	20%
90.....	15%

Reductions become effective on the Policy Anniversary that coincides with or follows the day an Insured Person reaches the specified age. Any reduced amount of insurance will round to the nearest dollar.

If an Insured Person is age 70 or older on the date insurance becomes effective, the amount of insurance elected will be reduced as shown above. Thereafter, the amount of life and AD&D insurance will continue to reduce in accord with the schedule above.

## GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout the Policy.

*Attained Age* means the age of an Insured Person as of the Policy Anniversary that coincides with or follows an Insured Person's birthday. For example, if an Insured Person's 50<sup>th</sup> birthday is on [March 1, 2011] and the Policy Anniversary is [October 1], the Insured Person will reach the Attained Age of 50 on [October 1, 2011].

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Dependent* means a citizen, permanent resident or lawful resident of the United States or Canada who, as indicated by evidence acceptable to Us, is:

- a) Your Spouse;
- b) Your natural born or legally adopted child;
- c) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- d) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the United States Internal Revenue Code.

A dependent does not include:

- a) anyone currently insured under any other group life insurance policy offered by Us;
- b) anyone who is a member of the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary duty of 31 days or less);
- c) Your divorced, legally separated or former Spouse;
- d) a child less than 14 days old;
- e) a child who has reached the Attained Age of 26 unless the child is continuously incapable of self-sustaining employment by reason of intellectual disability, developmental disability, mental illness or physical handicap;
- f) a married child;
- g) Your child if the child has been legally adopted by another person; or
- h) a child:
  1. temporarily living in Your home;
  2. placed in Your home by a social service agency which retains control over the child; or
  3. who has a natural parent in a position to exercise parental responsibility and control, except as applied to the child of Your domestic or civil union partner.

*Evidence of Insurability* means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by Us.

*Injured* means the occurrence of an Injury.

*Injury, Injuries* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

*Insured Person(s)* means You and/or Your Dependent(s) who are insured under the Policy as shown on the first page of this Certificate.

*Life Event* means an increase in the number of Your Dependent child(ren).

*Member* means the person who was insured as an employee, member or dependent under a Prior Plan as shown as the "Member" on the first page of this Certificate [or, if Your Spouse is insured under the Policy at the time of your death, Your Spouse as of Your death].

*Our, We, Us* means United of Omaha Life Insurance Company.

*Physician* means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;
- c) a physician in training;
- d) You, Your Spouse or any person who lives with You or a child, brother, sister or parent of You or Your Spouse.

*Policy* means the group policy issued to the Policyholder by Us, including this Certificate.

*Policy Anniversary* means [October 1] of each year after the Policy's effective date.

*Prior Plan* means the group life insurance policy offered by Us under which You were insured immediately prior to becoming insured under the Policy.

*Schedule* means the section of the Certificate identified as the "Schedule".

*Sickness* means a disease, disorder or condition that requires treatment by a Physician.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by the law in Your state, city or county of residence. A spouse may include Your domestic or civil union partner or equivalent if:

- a) You submit to Us a written declaration of partnership signed by You and Your partner in a form acceptable to Us; or
- b) You submit evidence acceptable to Us that all applicable requirements of the state, city and/or county in which You reside regarding the establishment of a domestic or civil union partnership have been met.

*Written Request* means a request that is signed, dated and submitted to Us. The request must be on a form We supply or be in a form and content acceptable to Us.

*You, Your* means the Member.

## CHANGES TO INSURANCE

### WHEN ELECTION CHANGES ARE PERMITTED

You may drop, increase or decrease insurance for an Insured Person as described in this section. Any increase in insurance for an Insured Person will require Evidence of Insurability unless otherwise described in the Policy.

Each Dependent child insured under the Policy must be insured for the same amount of insurance. If You drop, increase or decrease insurance for one Dependent child, You must also drop, increase or decrease insurance equally for all of Your insured Dependent child(ren).

The amount of insurance for You and Your Dependents, if applicable, is shown on the first page of this Certificate. You may not elect insurance for a new Dependent other than as described in the Life Events provision. If You add insurance for a new Dependent child or change insurance for an Insured Person, We will issue You either a new Certificate or a new first page to this Certificate.

### Life Events

Within 31 days of a Life Event, You may elect insurance for Your new Dependent child(ren) if:

- a) You submit a Written Request to change insurance; and
- b) You have at least one other Dependent child insured under the Policy.

Insurance will be issued as a result of a Life Event without Evidence of Insurability. The amount of insurance issued will be for the same amount in effect for the other Dependent child(ren). If the Written Request is submitted more than 31 days after the date of a Life Event, We will require Evidence of Insurability.

Insurance will begin for a new Dependent child who is eligible for coverage due to a Life Event on the latest of the day:

- a) You submit a Written Request to add the child to the Policy in accordance with this provision;
- b) the child qualifies as a Dependent; or
- c) We approve Evidence of Insurability, if required.

### CHANGES TO INSURANCE BENEFITS

Any allowable change in an Insured Person's amount of insurance, whether requested by You or as a result of the terms of the Policy, will take effect on the later of the first day of the month that follows the date of the request or the change or the first day of the month that follows the day We approve Evidence of Insurability, if required by Us.

For any increase in insurance, We will use Our records and/or the premium We have received to verify that the amount of insurance being requested is the appropriate insurance amount for which the Insured Person is eligible under the terms of the Policy.

## TERMINATION OF INSURANCE AND CONVERSION

### WHEN INSURANCE ENDS

Insurance will end for You under this Certificate on the day in which the earliest of the following events occurs:

- a) the grace period ends due to non-payment of premium;
- b) the Policy terminates;
- c) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less); or
- d) You become insured under any other group life insurance policy offered by Us.

Insurance for an insured Dependent, if applicable, under this Certificate will end on the day in which the earliest of the following events occurs:

- a) insurance ends for You under this Certificate;
- b) You die; or
- c) the Dependent no longer qualifies as a Dependent under the Policy.

[If the Member dies while insured under the Policy, then the surviving Spouse may continue insurance under the Policy as the Member if such Spouse is insured under the Policy at the time of Your death. If there is no surviving insured Spouse, then insurance under this Certificate will end as described above.]

Any unearned premium will be refunded to You when insurance under this Policy ends for an Insured Person.

If insurance for an Insured Person ends, an Insured Person may be able to obtain insurance under the Conversion provision.

### **REINSTATEMENT OF INSURANCE DUE TO NON-PAYMENT OF PREMIUM**

If insurance ends for an Insured Person due to non-payment of premium, it may be reinstated within 31 days after the date insurance ended. To reinstate the insurance, You must:

- a) submit a Written Request to reinstate insurance;
- b) provide Evidence of Insurability for such Insured Person;
- c) pay all past due premiums; and
- d) pay the premium due from the beginning of the month reinstatement occurs to the next premium due date.

If all of the above requirements are met and We approve the Written Request to reinstate insurance, reinstatement will be effective as of the day insurance ended.

### **CONVERSION**

This provision allows for conversion of life insurance. Conversion insurance is not available for AD&D insurance.

#### **When Insurance Ends or Reduces**

If an Insured Person's group life insurance ends or reduces under the Policy for any reason other than termination of the Policy, an Insured Person may apply for an individual policy of life insurance other than term insurance ("Conversion Policy").

The Conversion Policy issued under this provision will be:

- a) any type of individual policy of life insurance then customarily issued by Us for purposes of conversion, except term insurance;
- b) issued without any supplemental benefits; and
- c) for an amount of life insurance that is up to the amount of life insurance that ended or was reduced.

Premium shall be based on the standard premium rate for the Conversion Policy according to the amount of insurance, class of risk, gender and age of the applicant on the date the Conversion Policy takes effect.

The Conversion Policy will become effective on the later of the date of issue or 31 days after the date insurance under the Policy ended or was reduced.

#### **When the Policy Terminates**

An Insured Person may apply for a Conversion Policy if insurance under the Policy ends due to termination of the Policy, provided You have been insured under the Policy or any Prior Plan for at least 5 consecutive years. The Conversion Policy issued under this provision will be:

- a) any type of individual policy of life insurance then customarily issued by Us for purposes of conversion, except term insurance;
- b) issued without any supplemental benefits;
- c) for an amount of life insurance that does not exceed the lesser of:
  1. \$10,000; or
  2. the amount of insurance that ended under the Policy less the amount of any other group life insurance for which the applicant becomes eligible within 31 days after insurance under the Policy ended.

Premium shall be based on the standard premium rate for the Conversion Policy according to the amount of insurance, class of risk, gender and age of the applicant on the date the Conversion Policy takes effect.

The Conversion Policy will become effective the day after insurance under the Policy ends.

**Notice of the Right to Obtain Insurance Under this Provision**

An Insured Person must apply for the Conversion Policy within 31 days from the date insurance under the Policy ends ("Conversion Period"). When insurance ends under the Policy, notice of the right to convert will be given by Us. If notice is not given at least 15 days before the end of the Conversion Period, an extension of the period of time in which to apply for a Conversion Policy will be allowed. Any extension will expire on the earlier of:

- a) 15 days after notice has been received; or
- b) 60 days after the end of the Conversion Period, even if notice is not received.

If an Insured Person is entitled to obtain a Conversion Policy and dies within 31 days after insurance under the Policy ends, We will pay the amount of life insurance which could have been converted, even if an Insured Person did not apply for a Conversion Policy.

**How to Request Insurance Under this Provision**

Insurance under the Conversion Policy is available without providing Evidence of Insurability. An Insured Person must submit a Written Request for a Conversion Policy. The Written Request and the initial premium due must be submitted to Us within the Conversion Period.

## **PREMIUM PAYMENTS**

**PAYMENT OF PREMIUM**

You are responsible for the payment of premiums for all Insured Person(s) under the Policy. The premium owed by You equals the total premium for all Insured Person(s).

You must submit premium directly to Our home office or to a location We designate. We must receive premium payment when due for insurance to remain effective, unless otherwise stated in the Policy.

Payment of premium does not guarantee eligibility for coverage.

**GRACE PERIOD**

All premiums must be paid within the grace period. There is a grace period of 31 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance for an Insured Person will stay in force during the grace period, unless You provide Us with written notice that insurance for an Insured Person will terminate during the grace period. If We receive such notice, insurance will terminate for an Insured Person on the date requested.

If any premium due is not paid during the grace period, insurance for an Insured Person will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance Due to Non-Payment of Premium provision

**PREMIUM CHANGES**

If You request a change in the amount of insurance for an Insured Person, We will provide You with notice of the Insured Person's new premium amount upon request.

Premium amounts will change if:

- a) an Insured Person reaches the Attained Age of the next higher age band in the premium rate structure for the Policy;
- b) an Insured Person reaches an Attained Age at which benefits are reduced as described in the Benefit Reductions provision in the Schedule; or
- c) premium rates under the Policy are changed.

If there is a change in the amount of the premium for insurance for an Insured Person in accordance with the terms of the Policy, We will provide You with notice of the change at least 31 days prior to the date of the change.

## **LIFE INSURANCE BENEFITS**

### **BENEFITS**

In the event of an Insured Person's death, We will pay the amount of life insurance in effect at the time of death for the Insured Person upon receipt of due proof of death, but not later than two months after receipt of such proof. Benefits payable by reason of Your death will be paid to Your beneficiary. Benefits payable by reason of the death of an insured Dependent, if applicable, will be paid to You. We will pay interest on the death benefit according to the law of the state in which the Insured Person was a resident on the date of death.

### **BENEFICIARY DESIGNATION**

You may designate a beneficiary when You elect insurance under the Policy. [Your Spouse may designate a beneficiary if Your Spouse continues insurance as the Member following Your death as described in this Certificate.]

If You have not designated a beneficiary, or no beneficiary survives You, in the event of Your death, benefits will be paid to:

- a) Your surviving Spouse; if none, then to
- b) Your surviving natural and/or adopted child(ren), in equal shares; if none, then to
- c) Your surviving parent(s), in equal shares; if none, then to
- d) Your estate.

Certain states are community property states. If You live in a community property state and You designate someone other than Your Spouse as a beneficiary, state law may require that Your Spouse consent to such designation. If You do not obtain Your Spouse's consent to the designation, then such designation may not be effective. Community property states as of the Certificate Effective Date include:[Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin].

You are the beneficiary of Your Dependent(s) benefits, if applicable. If You are not living at the time of the death of any of Your Dependent(s) who are insured under the Policy, the following will apply:

1. In the event of the death of Your Spouse, benefits will be paid to Your Spouse's estate.
2. In the event of the death of any of Your Dependent child(ren), benefits will be paid to Your Spouse, if Your Spouse is living. If Your Spouse is not living, benefits will be paid in equal shares to the deceased child's living siblings. If there are no living siblings, benefits will be paid to the estate of the deceased child.

Any benefits paid to a minor may be paid to the legally appointed guardian of the minor.

### **BENEFICIARY CHANGE**

Your beneficiary may be changed, subject to any restrictions or limitations in the Policy. To make a change, a Written Request should be provided to Us. When received by Us, the change will take effect as of the date the Written Request is signed. The change will not apply to any payments or other action taken by Us before We receive the Written Request.

### **FACILITY OF PAYMENT**

We may pay an amount of up to \$2,000 to any person or entity that has incurred expenses related to an Insured Person's death and subsequent burial.

An amount, if paid, will be deducted from the amount of life insurance benefits payable.

### **LIFE INSURANCE BENEFITS EXCLUSION**

We will not pay benefits for an Insured Person's death which results from suicide, while sane or insane, within two years from the date insurance begins (under the Policy or Prior Plan). Instead, We will refund the total of the premiums paid for the Insured Person's insurance under the Policy.

If an Insured Person's death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of insurance under the Policy, benefits in the amount of the increase will not be paid.

Instead, We will refund the total of the premiums paid under the Policy for the Insured Person's said increase in insurance.

## **LIVING BENEFITS (ACCELERATED BENEFIT)**

This section only applies to the life insurance offered by the Policy. AD&D insurance is not included under this section.

**The benefits received under this section may be taxable. Receipt of Living Benefits may adversely affect eligibility for Medicaid or other government benefits or entitlements. You should consult Your personal tax advisor or the Social Security Administration before requesting Living Benefits.**

### **DEFINITIONS**

*Living Benefits* means an advance payment of part of Your life insurance death benefit.

*Terminal Condition* means an Injury or Sickness that is expected to result in Your death within the next 12 months as certified by an attending Physician's written statement.

### **ABOUT LIVING BENEFITS**

If You incur a Terminal Condition while insured under the Policy, You or Your legal representative may submit a Written Request for Living Benefits.

The maximum amount of Living Benefits available is 50 percent of the amount of life insurance in effect at the time of the request or \$100,000, whichever is less. The minimum amount is 10% of the amount of life insurance in effect at the time of the request or \$1,000, whichever is greater.

We will pay Living Benefits to You in a lump sum, provided You are living at the time payment is made.

The amount of life insurance benefits payable in the event of death will be reduced by the amount of Living Benefits paid. Life insurance on other Insured Persons, if any, is not affected by payment of Living Benefits. Payment of Living Benefits has no effect on AD&D insurance benefits, if applicable

### **APPLYING FOR LIVING BENEFITS**

To apply for Living Benefits, You or Your legal representative must provide Us:

- a) a Written Request for Living Benefits;
- b) satisfactory proof of Your Terminal Condition, including an attending Physician's written statement; and
- c) a statement of consent from any beneficiary(ies).

You will receive information at the time of benefit payment about the amount of life insurance remaining in force after payment of Living Benefits.

### **CONDITIONS OF LIVING BENEFITS**

Living Benefits are subject to the following conditions:

- a) Living Benefits are payable for You only once under the Policy;
- b) You can request Living Benefits in any \$1,000 increment, subject to the limits specified in this section;
- c) Premium must continue to be paid on the full amount of life insurance; and
- d) The amount of insurance You may obtain under the Conversion provision will be reduced by the amount of Living Benefits paid.

### **WHEN LIVING BENEFITS ARE NOT AVAILABLE**

Living Benefits are not available:

- a) if such benefits were paid under a Prior Plan;
- b) when all or a portion of the life insurance benefits under the Policy are to be paid to a former Spouse as part of a divorce agreement or pursuant to a court order;
- c) for any Terminal Condition caused by a suicide attempt or an intentionally self-inflicted Injury;
- d) during any Conversion Period;
- e) if the required premium is due and unpaid on the date the Written Request for Living Benefits is made;

- f) if requested after insurance under the Policy ends; or
- g) if requested after the Policy terminates.

## **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS**

### **DEFINITIONS**

*Accident* means an external, sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes. Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. Accident includes bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

*Airbag* means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

*Automobile* means a licensed private passenger motor vehicle for use on public roadways.

*Childcare* means care provided for children on a regular basis for daily periods of less than [24] hours, whether the care is for daytime or nighttime hours. This care must be provided by an adult other than a person who is part of the Insured Person's Family.

*Family* means Spouse, former Spouse, children, parents, grandparents, grandchildren, brothers, sisters and the spouses of such individuals.

*Home* means the Insured Person's primary place of residence.

*Home Alteration and Vehicle Modification* means:

- a) modifications or assistive devices for one motor vehicle (not including motorized wheelchairs or scooters);  
or
- b) internal or external structural modifications to one building, for example: widening of doorframes, replacement doors, ramps, modifications to walkways, stairs or hand rails.

*Intoxicated* means having a blood alcohol level, at the time of the Accident, which equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

*Loss of a Hand or Foot* means Severance of at least four whole fingers from one hand or Severance of the foot above the ankle joint.

*Loss of Hearing* means total and permanent loss of hearing in both ears which cannot be corrected by any means.

*Loss of Sight* means total and permanent loss of sight of the eye which cannot be corrected by any means.

*Loss of Speech* means total and permanent loss of audible communication which cannot be corrected by any means.

*Loss of a Thumb and Index Finger* means Severance at or proximal to the metacarpophalangeal joints (the joints that connect the fingers and the hand).

*Paralysis* means total and permanent loss of use of a limb without Severance. This loss must be determined by a Physician to be complete and irreversible.

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

*Seat Belt* means a factory-installed lap and shoulder seat belt or other restraint device which meets published federal safety standards.

*Severance* means the complete separation and dismemberment of the part from the body.

*Student* means Your Dependent Child who attends an accredited trade school, college, university or other institution of higher learning and is enrolled full-time as indicated by evidence acceptable to Us. Student includes a Dependent Child who would otherwise qualify as a Student but cannot maintain full-time enrollment due to Sickness or Injury.

**EXPOSURE AND DISAPPEARANCE**

An Insured Person will be presumed to have died, for the purposes of AD&D insurance, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- a) the Insured Person disappears;
- b) the Insured Person’s body is not found; and
- c) a valid death certificate is issued by a court of appropriate jurisdiction.

**BENEFITS**

**Basic Benefits**

In the event of a loss while insured under the Policy, We will pay AD&D benefits based upon the amount of the Principal Sum in effect at the time of the loss for an Insured Person. Benefits for Your insurance will be payable to the beneficiary for life insurance under the Policy, unless otherwise indicated in a benefit provision included in this section. Benefits for Your Dependent(s), if applicable, will be payable to You unless otherwise indicated in a benefit provision in this section.

If an Insured Person is Injured or dies as a result of an Accident, We will pay the benefit shown in the following Table. If an Accident causes more than one loss shown in the Table, We will pay only the largest benefit.

**Accidental Death and Dismemberment Benefits Table (the “Table”)**

<b>Loss</b>	<b>Benefit</b>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Quadriplegia (Paralysis of both upper and lower limbs)	Principal Sum
Triplegia (Paralysis of three limbs)	Three-quarters Principal Sum
Paraplegia (Paralysis of both lower limbs)	One-half Principal Sum
Hemiplegia (Paralysis of an upper and a lower limb)	One-half Principal Sum
Uniplegia (Paralysis of a limb)	One-fourth Principal Sum

**Airbag Benefit**

We will pay a benefit amount of 10% of the Principal Sum, up to a maximum of \$10,000 if:

- a) an Insured Person was Injured in an Accident while driving or riding in the front seat of an Automobile directly behind an Airbag;
- b) the Insured Person’s death resulted from such Injury; and
- c) a copy of the police accident report is submitted with the claim.

We will not pay this benefit if the Accident occurs when the:

- a) Automobile was being used for racing, stunting, or exhibition work;
- b) Airbag was disengaged; or
- c) Insured Person was breaking any laws of the jurisdiction in which the Accident occurred.

This benefit amount is payable in addition to any other applicable benefits under the Policy.

**Common Carrier Benefit**

We will pay a benefit amount of 20% of the Principal Sum, up to a maximum of \$250,000 if:

- a) an Insured Person was Injured in an Accident while riding as a fare-paying passenger in any public air, land or water conveyance provided by a common carrier primarily for passenger service; and
- b) the Insured Person's death resulted from such Injury.

We will not pay this benefit if the Insured Person was an operator or member of the crew on the common carrier conveyance at the time of the Injury. This benefit amount is payable in addition to any other applicable benefits under the Policy.

**Repatriation of Remains Benefit**

We will pay for expenses reasonably incurred to prepare, embalm or cremate the Insured Person's body and return the body or remains to a mortuary near the Insured Person's current Home, up to a maximum of \$5,000 if:

- a) an Insured Person's death occurs more than 100 miles away from the Insured Person's current Home;
- b) We are contacted prior to the preparation and transportation of the Insured Person's body or remains; and
- c) We pre-authorize the services and transportation.

This benefit does not include the transportation expense of anyone accompanying the body or remains, visitation expenses or funeral expenses. This benefit amount is payable in addition to any other applicable benefits under the Policy.

**Seat Belt Benefit**

We will pay a benefit amount of 10% of the Principal Sum, up to a maximum of \$25,000 if:

- a) an Insured Person was Injured in an Accident while driving or riding in an Automobile and wearing a Seat Belt;
- b) the Insured Person's death resulted from such Injury; and
- c) a copy of the police accident report is submitted with the claim.

We will not pay this benefit if the Accident occurs when the:

- a) Automobile was being used for racing, stunting, or exhibition work;
- b) Seat Belt was used to restrain more than one person;
- c) Automobile is equipped with an automatic Seat Belt and the lap belt is not fastened; or
- d) Insured Person is breaking any laws of the jurisdiction in which the Accident occurred.

This benefit amount is payable in addition to any other applicable benefits under the Policy.

**Childcare Benefit**

We will pay a monthly benefit amount of 5% of the Principal Sum, up to a maximum of \$5,000 a year. The benefit is payable for each Dependent child under the age of 12, and may be paid to You, Your Spouse or the Dependent child's legally appointed guardian, as applicable. The benefit amount will be paid at the end of the month for up to 2 year(s) if:

- a) You are Injured in an Accident and that Injury results in death;
- b) You, Your Spouse or the Dependent child's legally appointed guardian incurs expenses for Childcare services within 365 days of Your or Your Spouse's death as a result of employment, education or training; and
- c) We receive satisfactory proof of the Childcare expense incurred by You, Your Spouse or the Dependent child's legally appointed guardian.

If both parents of a Dependent child are insured under the Policy, benefits under this provision will be limited to payment under the insurance of only one parent. This benefit amount is payable in addition to any other applicable benefits under the Policy.

**Child Education Benefit**

We will pay a benefit amount of 5% of the Principal Sum, up to a maximum of \$5,000 a year. This benefit will be paid at the end of each school term for each Student for up to 4 consecutive year(s). This benefit may be paid to the Student or, if a minor child, to the Student's legally appointed guardian, if:

- a) You are Injured in an Accident and that Injury results in death;
- b) a Dependent child is or becomes a Student within 1 year after You or Your Spouse's death;
- c) the Student continues to be enrolled for each consecutive term; and
- d) a copy of the Student's most recent grade report and tuition statement is submitted with the claim.

If both parents of a Student are insured under the Policy, benefits under this provision will be limited to payment under the insurance of only one parent. This benefit amount is payable in addition to any other applicable benefits under the Policy.

### **Continuation of Coverage for Your Dependents**

We will continue AD&D insurance under the Policy without payment of premium if:

- a) You are Injured in an Accident and that Injury results in death; and
- b) at the time of Your death, Your Spouse and/or Dependent child(ren) were insured under the Policy.

Insurance continued under this provision ends on the earliest of the day:

- a) the Policy terminates; or
- b) that is 12 months after the day insurance would otherwise end for Your Spouse or Dependent child(ren) under the Policy.

### **Spouse Education Benefit**

We will pay a benefit amount of up to \$3,000 a year to Your Spouse for education at an accredited trade school, college, university or other institution of higher learning. This benefit will be payable at the end of each school term for up to 4 consecutive year(s) if:

- a) You are Injured in an Accident and that Injury results in Your death;
- b) Your Spouse is enrolled or becomes enrolled at an accredited institution for the purpose of attaining or refreshing the skills needed for employment within 1 year(s) after Your death;
- c) Your Spouse is enrolled full-time as indicated by evidence acceptable to Us.
- d) Your Spouse continues to be enrolled for each consecutive term; and
- e) a copy of Your Spouse's most recent grade report and tuition statement is submitted with the claim.

This benefit amount is payable in addition to any other applicable benefits under the Policy.

### **Home Alteration and/or Vehicle Modification Benefit**

We will reimburse Home Alteration and/or Vehicle Modification expenses for up to 10% of the Principal Sum, up to a maximum of \$10,000. The benefit is payable to the individual who incurs the expense, if:

- a) the Insured Person is Injured in an Accident and that Injury results in a loss shown in the Table;
- b) the expenses are incurred within 20 months after the Injury;
- c) a Physician certifies that the Home Alteration and/or Vehicle Modification is needed to accommodate a physical disability of the Insured Person;
- d) the Home Alteration and/or Vehicle Modification is in compliance with any requirements established by the appropriate government authority;
- e) the Home Alteration and/or Vehicle Modification expenses do not exceed the usual level of charges for similar alterations and/or modifications in the location where the expense is incurred; and
- f) appropriate documentation of the expenses incurred is submitted with the claim.

This benefit amount is payable in addition to any other applicable benefits under the Policy.

## **EXCLUSIONS**

We will not pay for any loss which:

- a) arises out of or in the course of any employment with any employer or for which the Insured Person is entitled to benefits under any workers' compensation or occupational disease law, or receives any settlement from a workers' compensation carrier;
- b) results, whether an Insured Person is sane or insane, from:
  - 1) an intentionally self-inflicted Injury or Sickness; or
  - 2) suicide or attempted suicide;
- c) results from an Insured Person's Participation in a Riot or in the commission of a felony;
- d) results from an act of declared or undeclared war or armed aggression;
- e) is incurred while an Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- f) occurs more than 365 days after the Injury;
- g) does not result from an Accident;
- h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- i) results from Injuries an Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving, unless riding as a passenger in a commercial aircraft on a regularly-scheduled flight;
- j) results from an Injury received while riding in any aircraft engaged in:

- 1) racing;
  - 2) endurance tests; or
  - 3) acrobatic or stunt flying;
- k) is caused by an Insured Person, and is a result of Injuries received while under the influence of any controlled drug, unless administered on the advice of a Physician; or
- l) is caused by the Insured Person and is a result of Injuries an Insured Person receives while voluntarily Intoxicated.

## **PAYMENT OF CLAIMS**

### **CLAIM FORMS**

The Insured Person or the beneficiary must request a claim form from the [Policyholder][ or [V]] or from Us. When We receive the request, We will send a claim form for filing proof of loss. If the form is not received within 15 days of the request, the Insured Person or the beneficiary can meet the proof of loss requirement by giving Us written proof of what happened. Before benefits are paid, We must be given written proof of loss as described in this section.

### **CLAIM ASSISTANCE**

For assistance with filing a claim or an explanation of how a claim was paid, contact:  
Mutual of Omaha Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

### **PROOF OF LOSS**

The Insured Person or the beneficiary has 90 days from the date of loss to furnish Us with a completed claim form and other information needed to prove loss. Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the date of loss, unless an Insured Person or the beneficiary is not legally capable.

We may occasionally require an Insured Person to be examined by a Physician of Our choice to assist in determining whether benefits are payable. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

### **PAYMENT OF CLAIMS**

Benefits will be paid after We receive acceptable written proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but which is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays; and
- d) other diagnostic aids.

Benefits will be paid to the Insured Person or the beneficiary in accord with the Life Insurance Benefits section and/or Accidental Death and Dismemberment (AD&D) Benefits section.

### **MODE OF PAYMENT**

Life insurance benefits will be paid in one lump sum. AD&D benefits will be paid in one lump sum unless otherwise indicated in the Accidental Death and Dismemberment (AD&D) Benefits section.

## **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We will have the right to a refund from You or the recipient of benefits.

We also have a right to recover any payments due to:

- a) fraud or misrepresentation; or
- b) any error We make in processing a claim.

To recover any overpayments, We must have in Our files:

- a) clear, documented evidence of the overpayment and written authorization from You permitting such withholding procedure; or
- b) clear, documented evidence that:
  - 1. the overpayment was clearly erroneous under the provisions of the Policy and is not the subject of a reasonable dispute of facts;
  - 2. the error which resulted in the overpayment is not a mistake of law;
  - 3. We notified You or the recipient of benefits within six months of the date of the error, except that in instances of error prompted by representations or nondisclosures of You or the recipient of benefits, We notified You or the recipient of benefits within 15 days after the date that clear, documented evidence of discovery of such error is included in Our file; and
  - 4. such notice states clearly the nature of the error, the amount of the overpayment, and that the claim used to correct the first overpayment is made within 3 years after the date of the error.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made.

## **AUTHORITY TO INTERPRET POLICY**

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured Person or any other third party. Our interpretation of the Policy as to the amount of benefits and eligibility shall be binding and conclusive on all persons.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, Mutual of Omaha Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

The Insured Person or beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, the Insured Person or beneficiary's claim for benefits is denied or ignored, in whole or in part, the Insured Person or beneficiary may file suit and a court will review the Insured Person or beneficiary's eligibility or entitlement to benefits under the Policy.

## **STANDARD PROVISIONS**

### **INSURANCE CONTRACT**

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's signed application; and
- c) any signed application for an Insured Person.

Statements in an application are considered representations and not warranties. We will not use any statements in an Insured Person's application to deny a claim or to contest the validity of this insurance unless We provide an Insured Person or an Insured Person's beneficiary with a copy of that application.

## **CHANGES IN THE INSURANCE CONTRACT**

The insurance contract may be changed by Us (including reducing or terminating benefits or increasing premium costs) at any time. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require the consent of any Insured Person or beneficiary; and
- b) must be:
  - 1. in writing;
  - 2. made a part of the Policy; and
  - 3. signed by Our authorized representative in Our home office.

## **INCONTESTABILITY**

We will not use any statements in an Insured Person's application to contest the validity of this insurance after it has been in-force during the lifetime of the Insured Person for two years.

## **LEGAL ACTIONS**

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

## **MISSTATEMENT OF AGE**

If an Insured Person's age is misstated, We may adjust the premium or the benefits payable. An adjustment of the benefits payable will be based on what the premium would have purchased at the correct age.

SERFF Tracking Number: MUTM-127146627 State: Arkansas  
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 48620  
Company Tracking Number: JUNE RODGERS  
TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other  
Product Name: Group Term Life Portability Certificate - 9000GC-U-LIFE 11  
Project Name/Number: Group Term Life Portability Certificate/9000GC-U-LIFE 11

## Supporting Document Schedules

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

AR Read Cert.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>
9000GC-U-LIFE 11	Certificate	50.2

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

Date: April 28, 2011



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