

# United of Omaha Life Insurance Company

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

## A Stock Company

(herein called the Company)

has issued this Policy to **City of Milwaukee**

(herein called Policyholder)

This Policy is issued in consideration of:

- (a) the terms, conditions and limitations of this Policy; and
- (b) the application for this Policy, a copy of which is attached.

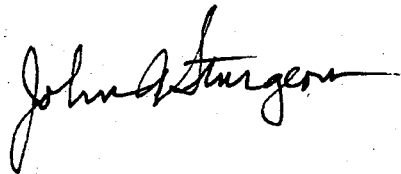
This Policy is effective January 1, 2003, at 12:01 a.m., Standard Time, at the main office of the Policyholder.

The Company agrees to pay the Insured Persons the benefits to which they are entitled, subject to the terms, conditions and limitations of this Policy.

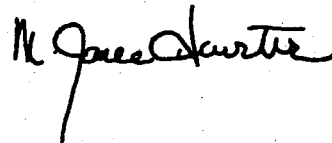
The Certificate of Insurance, Form 7000CI-U-EZ No. 6, is made a part of this Policy.

This Policy is issued in and is subject to Wisconsin law.

UNITED OF OMAHA LIFE INSURANCE COMPANY



President



Secretary



**United of Omaha**  
A Mutual of Omaha Company

**GROUP POLICY NO. GLUG-83Y2**

(herein called Policy)

## GENERAL PROVISIONS

Capitalized terms not defined in these GENERAL PROVISIONS are defined in the Certificate or any other document made a part of this Policy.

### 1. CHANGE IN PREMIUM RATES

The Company has issued this Policy based upon current information regarding:

- (a) the industry of the Policyholder and the age, gender, occupation, earnings, location, and size of the Policyholder's employee population; and
- (b) laws, regulations and judicial and administrative orders and decisions affecting benefits and the cost of administration.

Accordingly, the Company reserves the right to change premium rates on or after the date there is a change in any of the factors described in (a) or (b) above resulting from or relating to:

- (1) an increase in premium tax, guarantee or uninsured fund assessment, or other governmental charge based upon or related to premium;
- (2) a merger or consolidation, or an acquisition or divestiture (through stock, assets or exchange) of all or part of a business enterprise affecting the Policyholder's employee population; or
- (3) the enactment, issuance, amendment, or enforcement of any law, regulation, judicial or administrative order or decision.

In addition to the right to change premium rates in accordance with the preceding paragraphs, the Company may change premium rates:

- (a) any time after the most recent Rate Guarantee Date shown in this Policy, provided the Company has given at least 180 days advance written notice of the premium rate increase;
- (b) on or after the date there is a change in benefits or eligibility for benefits under the Policy; or
- (c) on or after the date there is an increase or a decrease of 15% or more in the number of employees insured under the Policy.

### 2. PAYMENT OF PREMIUMS

The first premium Due Date is the effective date of this Policy for the Period of Coverage beginning on that date and ending on the last day of the same month. Premiums for each subsequent Period of Coverage are due by the corresponding Due Date:

<u>Period of Coverage</u>	<u>Due Date</u>
January 1 through January 31	January 1
February 1 through February 28 or 29	February 1
March 1 through March 31	March 1
April 1 through April 30	April 1
May 1 through May 31	May 1
June 1 through June 30	June 1
July 1 through July 31	July 1
August 1 through August 31	August 1
September 1 through September 30	September 1

October 1 through October 31  
November 1 through November 30  
December 1 through December 31

October 1  
November 1  
December 1

The premium payable for each Period of Coverage is the sum of the individual premiums for each Insured Person. Individual premiums are based on an Insured Person's classification when a Period of Coverage begins.

Payment should be made to the Company:

- (a) at a lockbox designated by the Company;
- (b) at its Home Office; or
- (c) at another location authorized in writing by an officer of the Company.

Premium shall be considered to be paid on the date the premium is received at the location described in (a), (b) or (c) in the preceding paragraph.

If this Policy terminates for any reason:

- (a) the Policyholder is liable for all premiums to the date of termination, including premiums for any grace period or part of any grace period; and
- (b) all unpaid premiums are due no later than the date of termination.

### **3. GRACE PERIOD**

Premium is due and payable on or before the Due Date shown in the GENERAL PROVISION 2. herein (PAYMENT OF PREMIUMS). After the first premium has been paid, a grace period of 31 days from each Due Date shall be granted for payment of premium. If the Policyholder does not pay the premium by the end of the grace period, this Policy shall automatically terminate at the end of the grace period in accordance with GENERAL PROVISION 4. herein (POLICY TERMINATION BY THE POLICYHOLDER). This Policy will remain in force during the grace period; except, if the Policyholder has given advance written notice to the Company that this Policy will terminate prior to the end of the grace period, this Policy will remain in force only until the termination date.

### **4. POLICY TERMINATION BY THE POLICYHOLDER**

This Policy shall be considered terminated by the Policyholder on the earliest of:

- (a) the end of the grace period, if all due premium is not paid by then;
- (b) the day chosen by the Policyholder, if advance written notice is given to the Company; or
- (c) the day a premium increase is effective but has not been accepted in writing by the Policyholder.

### **5. POLICY TERMINATION BY THE COMPANY**

Following at least 60 days advance written notice to the Policyholder, the Company has the right:

- (a) to terminate this Policy if the number of employees insured is less than 10 or less than 75% of those eligible for insurance; or
- (b) to terminate this Policy any time after the most recent Rate Guarantee Date shown in this Policy.

## **6. REINSTATEMENT AFTER TERMINATION OF THIS POLICY**

If this Policy terminates for any reason, it may be reinstated at the Company's sole discretion. The Company may choose not to reinstate the Policy. The Policy may be reinstated only if:

- (a) an officer of the Company agrees in writing to reinstate the Policy;
- (b) the Policyholder agrees in writing to accept any written conditions of reinstatement imposed by the Company; and
- (c) the Policyholder pays the Company all premiums then due and unpaid, including any premium for the time insurance was in effect during the grace period.

## **7. INDIVIDUAL CERTIFICATE**

The Company will issue the Policyholder individual Certificates for delivery to Insured Persons. The Certificate describes insurance coverage under the Policy and any conversion rights available upon termination of coverage.

## **8. MISSTATEMENT OF AGE**

If the age of an Insured Person has been misstated, the Company will make an adjustment either:

- (a) in premiums; or
- (b) in the amount of insurance, if the amount of insurance depends on age. If the amount of insurance is increased, the Company must first receive all additional premiums.

## **9. INCONTESTABLE CLAUSE**

The Company will not contest the validity of this Policy after it has been in force one year, except for nonpayment of premium.

## **10. INFORMATION TO BE FURNISHED BY THE POLICYHOLDER/PRIVACY**

The Policyholder is responsible for keeping confidential insurance records. These records are to be kept in a way which will assure the privacy of medical and other personal information. The records must show:

- (a) persons insured by classification and any persons eligible but not insured;
- (b) the amount of money contributed by the Policyholder toward premiums; and
- (c) any other insurance information which the Company may reasonably request.

These records and any other insurance information which the Policyholder has or reviews will be used by the Policyholder only for the purpose of Policy administration.

The Policyholder will furnish, as the Company requires, any insurance information on the Company's forms which are needed for insurance administration.

The Policyholder's books and records which may have a bearing on the insurance under this Policy shall be open to the Company for inspection. The books and records may be inspected at any reasonable time while this Policy is in force, and for one year afterwards.

The Policyholder shall provide the Company written notice within 60 days after any Insured Person's eligibility for coverage under this Policy ends. If the Company does not receive such written notice within this 60 day time period, the Policyholder shall pay to the Company a late notice charge equal to the amount of the premium that would otherwise be payable for the coverage for such person from the date the person's eligibility ended until 60 days prior to the date on which the Company received written notice of ineligibility from the Policyholder.

In addition to the Policyholder's obligation to pay the late notice charge, at its sole discretion, the Company may require the Policyholder to reimburse the Company in an amount equal to:

- (a) the amount of any claims paid on behalf of the ineligible person during the time the person was ineligible; less
- (b) the amount of the late notice charge.

The Policyholder shall pay the late notice charge and/or reimburse the Company for claims in accordance with this provision within 60 days after receipt of the Company's written request for payment. The Company may satisfy the late notice charge by retaining an amount equal to the charge from any premium remitted by the Policyholder to the Company on behalf of any ineligible person. The late notice charge and any amount of claims reimbursed to the Company in accordance with this provision shall not be considered to be premium for coverage under the Policy.

The Company's right to receive the late notice charge and reimbursement for claims in accordance with this provision shall not preclude the Company from pursuing any other remedies available to the Company.

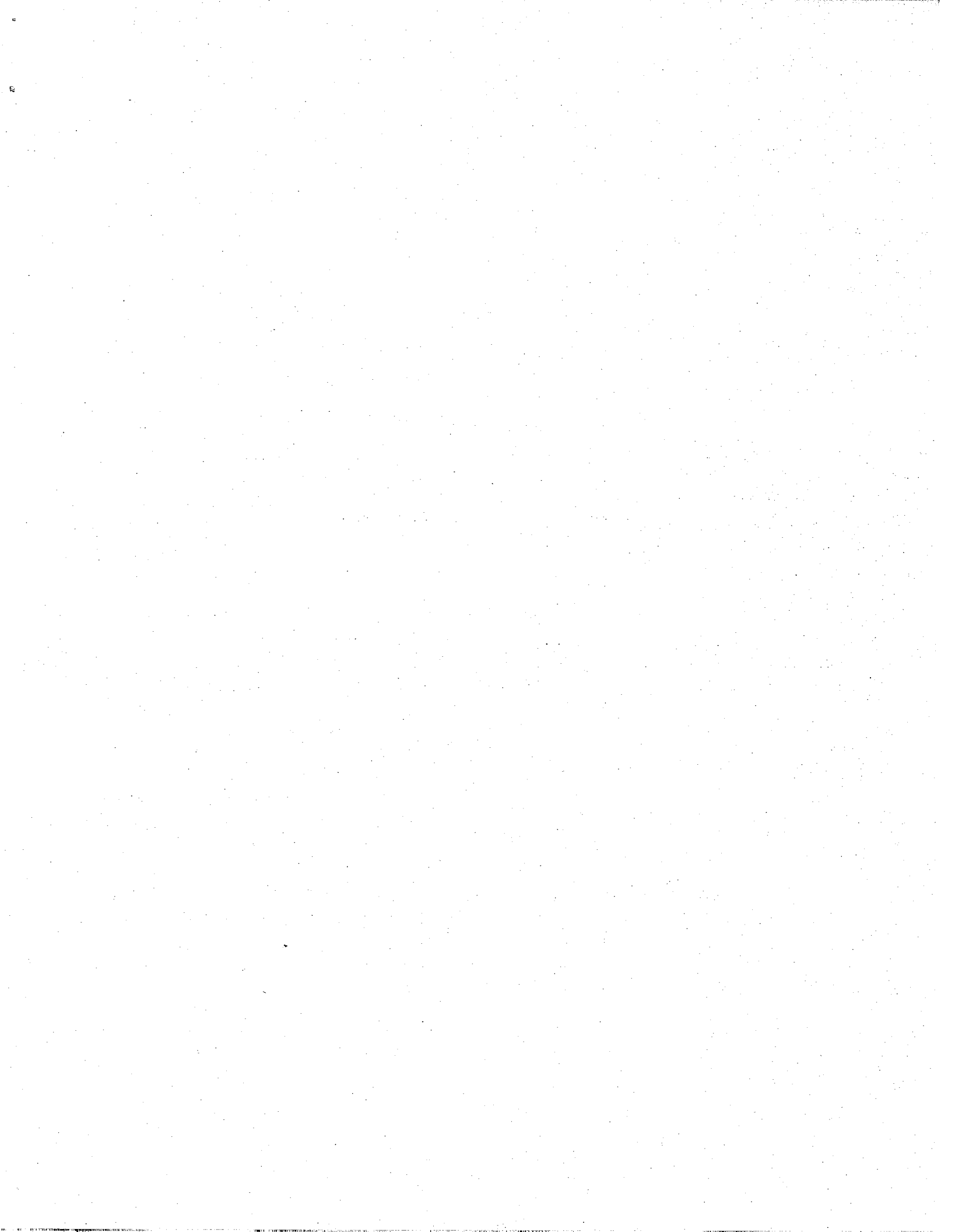
In no event shall the Company provide coverage under the Policy beyond the date a person's eligibility ended, unless coverage is continued in accordance with the terms of the Policy. If coverage is continued in accordance with the terms of the Policy, and the applicable premium is paid for such coverage, the late notice charge and the obligation to reimburse the Company for claims as described herein shall not apply.

## **United of Omaha Life Insurance Company**

If required by state law, Countersigned by:

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Licensed Resident Agent



## **RIDER**

This rider is made a part of Group Policy GLUG-83Y2.

This rider is effective January 1, 2003.

In the event of a conflict between this provision and any other provision of the Policy, including the Certificate, this provision shall control. This provision shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this provision.

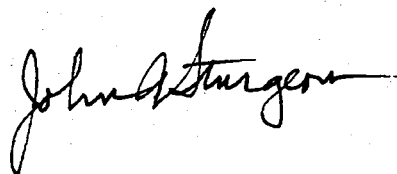
The following is made a part of the policy.

### **AUTHORITY TO INTERPRET POLICY**

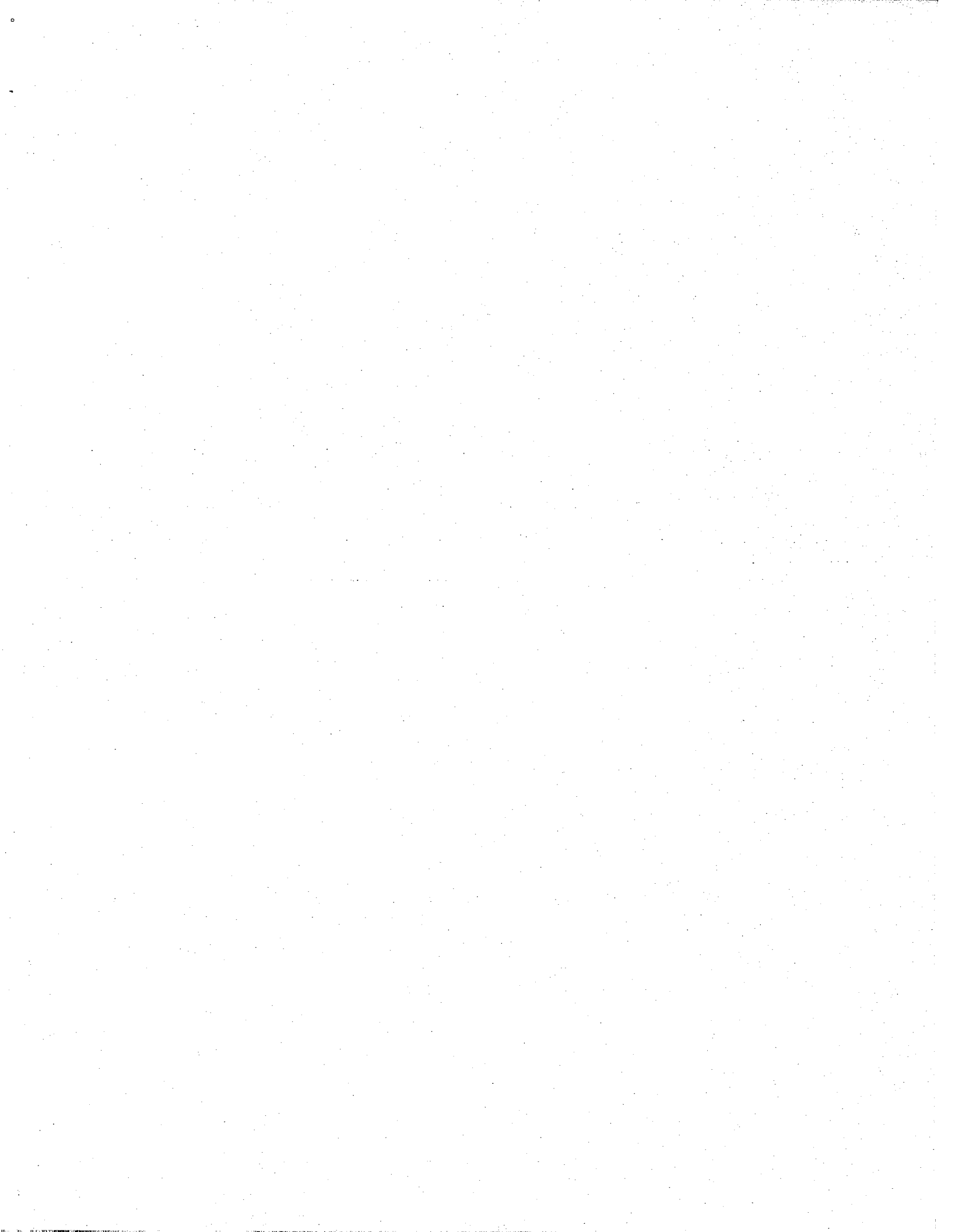
By purchasing the policy, the Policyholder grants United of Omaha Life Insurance Company the discretion and the final authority to construe and interpret the policy. This means that United has the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of the policy as interpreted by United. In making any decision, United may rely on the accuracy and completeness of any information furnished by the Policyholder or an insured person. United's interpretation of the policy as to the amount of benefits and eligibility shall be binding and conclusive on all persons.

The Policyholder, as Plan sponsor, agrees that the Policyholder retains full responsibility for the legal and tax status of its benefits program and releases United from all responsibility for the reporting and the employment-based design of the program and from all other responsibilities not accepted in writing by an officer of United.

**UNITED OF OMAHA LIFE INSURANCE COMPANY**



**President**





## **ELIGIBILITY ADDENDUM**

**GLUG-83Y2**

**Effective Date: January 1, 2003**

**Insurance for persons covered under a state mandated life insurance continuation law will be in accord with that law.**



**PREMIUM RIDER**

This rider is made a part of Group Policy GLUG-83Y2.

This rider is effective January 1, 2003.

The premiums for the policy will be as follows:

**CLASSIFICATIONS**

Class 1 - All eligible active Police Officers and Firefighters

Class 2 - All eligible General City employees who elect Basic Life Insurance Option

Class 3 - All eligible General City employees who elect Basic Life Insurance Option and Supplemental Life Insurance Option

Class 4 - All eligible retired Police Officers

Class 5 - All eligible retired Firefighters

Class 6 - All eligible retired General City employees who retired on or after January 1, 1993

Class 7 - All eligible retired General City employees who retired between January 1, 1972 and December 31, 1992

Class 8 - All eligible retired General City employees who retired between January 1, 1970 and December 31, 1971

Class 9 - All eligible retired General City employees who retired prior to January 1, 1970

**BASIC LIFE INSURANCE PREMIUM**

Employee .....\$.53 per month for each \$1,000 of insurance

**SUPPLEMENTAL LIFE INSURANCE PREMIUM**

Employee .....\$.53 per month for each \$1,000 of insurance

**RATE GUARANTEE DATE**

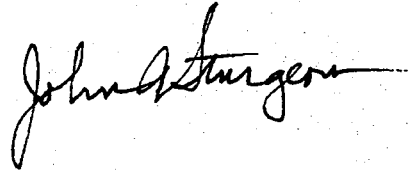
January 1, 2006

Rates may increase by a maximum of 10% provided:

- (a) the number of active insured employees on May 1, 2005 drops by more than ten percent (10%) from the number active insured employees on January 1, 2003; or
- (b) the percent of total volume of life insurance attributable to insureds greater than sixty years of age on May 1, 2005 increases by more than ten percent (10%) from the total volume of life insurance attributed to insured greater than sixty years of age on January 1, 2003; and
- (c) the incurred loss ratio for the period January 1, 2003 through March 31, 2005 exceeds 95.0%.

Dated: November 13, 2002

UNITED OF OMAHA LIFE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read "John A. Sturgeon".

President