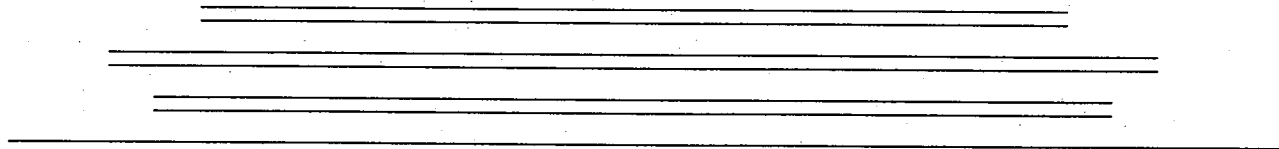

**YOUR GROUP BASIC AND
SUPPLEMENTAL LIFE INSURANCE
BENEFITS**

City of Milwaukee

DRAFT

Effective January 1, 2003



HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward Your completed claim form to:

Milwaukee Employee's Retirement System
200 East Wells Street, Room 603
Milwaukee, WI 53202-3551

CLAIM ASSISTANCE

If You need assistance with filing Your claim or an explanation of how Your claim was paid, contact the:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-775-8805

NOTICE

If any questions or problems arise regarding this insurance, You may contact the Company at:

United of Omaha Life Insurance Company
Chicago Group Office
One Westbrook Corporate Ctr, Suite 800
Westchester, IL 60154
Telephone: 1-708-409-0888

When contacting the Company please have Your policy number available. Your policy number is GLUG-83Y2 and GSL-83Y3.

COMPLAINT NOTICE

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance, do not hesitate to contact the Company to resolve Your problems.

**United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE 68175-0001
1-402-342-7600**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

**Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873**

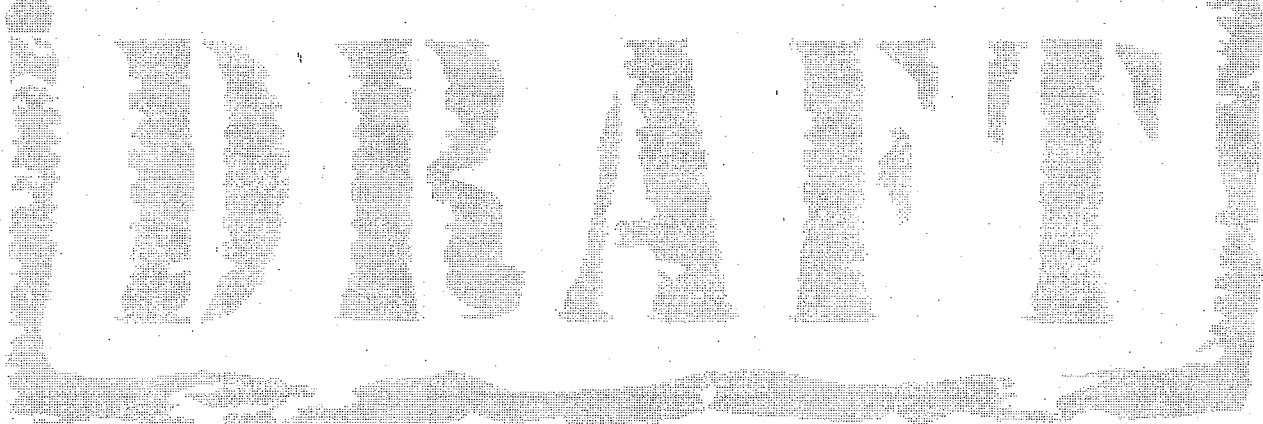
or You can call **1-800-236-8517** outside of Madison or **608-266-0103** in Madison, and request a complaint form.



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CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

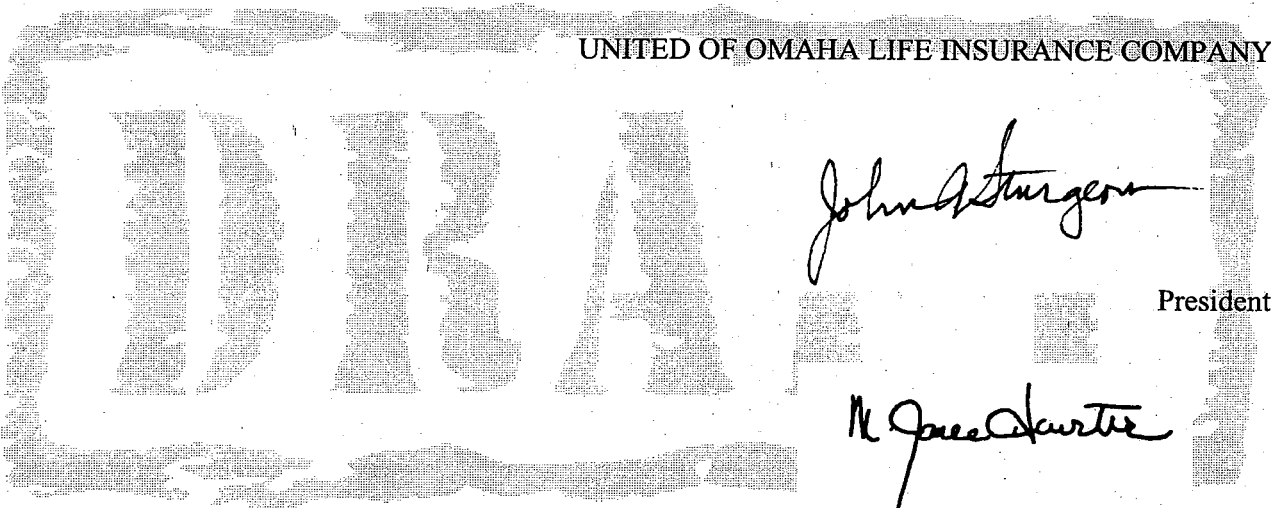
Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy Nos. GLUG-83Y2 and GSL-83Y3 (policies) have been issued to the City of Milwaukee (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate.

UNITED OF OMAHA LIFE INSURANCE COMPANY



John A. Sturgeon

President

M. James Stewart

Secretary

DEFINITIONS

When used in the policy or Your certificate:

Our, We, Us means the Company shown on Your Certificate of Insurance.

You, Your, Insured Person means an employee or member who is insured under the policy.

Sickness means a disease, disorder or condition, which requires treatment by a physician.

Injury means an accidental bodily injury which requires treatment by a physician. It must result in loss independently of sickness and other causes.

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
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Total Disability or Totally Disabled means that because of an injury or sickness You are completely and continuously unable to perform any work or engage in any occupation.

Rider means a provision added to the policy or Your certificate to expand or limit benefits or coverage.

EMPLOYEE ELIGIBILITY

Basic Life Insurance

Eligible Employees

You are eligible on January 1, 2003, if You are enrolled as of January 1, 2003.

If You are not enrolled before January 1, 2003, You are eligible after You complete six consecutive months of active employment with the Policyholder.

If You waived coverage within 30 days of eligibility and You are under age 50, You are eligible one year after the date of Your application

You are eligible as long as:

- (a) You are a full-time employee of the Policyholder;
- (b) You are and continue to be Actively Employed; and
- (c) You receive compensation for Your work from the Policyholder for Your work for the Policyholder.

You are also eligible if You are an employee of any board, commission, division, department, office or agency of the city government, which has voted to participate in the City's group life insurance program, including the Milwaukee Metropolitan Sewerage District, The Milwaukee Board of School Directors, the Wisconsin Center, Fire and Police Departments, Annuity and Pension Board, Milwaukee Area Technical and Adult Education District, Firemen's Annuity and Benefit Fund, Policemen's Annuity and Benefit Fund, the Housing Authority of the City of Milwaukee, and the Redevelopment Authority of the City of Milwaukee, by which an employee of the City or City Agency is paid.

NOTE: If You were eligible for coverage under the prior group plan but did not elect coverage, You may enroll in this plan if You are under age 50 and You provide evidence of good health. If evidence is acceptable to Us, We will determine the date insurance begins.

Active Employment and Actively Employed means working 20 hours or more per week on a year round basis or 40 hours or more per week for more than six consecutive months of service at Your:

- (a) regular job; and
- (b) customary place of employment or other location to which You must travel to perform Your regular job.

Service with a City Agency which has its own group life insurance program will be considered as qualifying service for a member transferring from such a City Agency, provided that such service was considered as qualifying service in the City Agency and the member had not waived coverage in such City Agency. Provisional and emergency time worked will not be considered as part of the required six (6) months service unless the employee has current civil service status in some other city service position.

If You are a retired employee, You are eligible if:

- (a) You were insured at the time of retirement in the Employee's Retirement System of the City of Milwaukee as provided in Sec. 36.05(1) of the Milwaukee City Charter and Your retirement takes place:
 - (1) at age 60 if You are a General City employee; or
 - (2) at age 57 if You are a Firefighter or Police Officer; or

You have 20 years of service as recognized for vacation computation under Your retirement plan;

- (b) at the time of separation You elect an immediate allowance from the Employee Retirement System of the City of Milwaukee as provided in Sec. 36-05-6-b-3 or Sec. 36-05-6-c of the Milwaukee City Charter, provided You have at least 20 years of service as recognized for vacation computation and are not enrolled in any other group life insurance plan;
- (c) You were insured at the time of retirement in the Firemen's Annuity and Benefit Fund or the Policemen's Annuity and Benefit Fund of the City of Milwaukee or the former Town of Lake Fire Fighter's Pension Fund, provided You have at least 20 years of service as recognized for vacation computation under Your respective retirement plan;
- (d) You were insured at the time of ordinary disability retirement in any City of Milwaukee retirement system and found ineligible for the "Waiver of Premium" benefit and You are not enrolled in any other group life insurance plan;
- (e) You were insured at the time of job-incurred duty disability retirement in any City of Milwaukee retirement system and found ineligible for the "Waiver of Premium" benefit and are not enrolled in any other group life insurance plan; or
- (f) You are a Police Officer under the Employee Retirement System who, at the time of separation, is insured and elects a deferred retirement allowance under Section 36-05-6-e of the Milwaukee City Charter, provided You have at least 25 years of service as recognized for vacation computation, on a leave of absence, seasonal or temporary layoff status and are not enrolled in any other group life insurance plan.

When Your Insurance Begins

If You are enrolled as of January 1, 2003, Your insurance will be effective January 1, 2003. If You become eligible on or after January 1, 2003 and We receive Your signed request within 30 days from the day You become eligible, You will become insured on the first day of the calendar month following the day You become eligible, provided You are actively at work on that day. If You are not actively at work on that day, Your insurance will begin on the day You return to active work.

Exceptions

1. If, on the day Your insurance is to begin:

- (a) You are on a regular paid day of vacation; or
- (b) such day is a regular non-working day;

You will still be considered actively at work if You were available for work on the last preceding regular work day.

2. If, on the day Your insurance is to begin You do not report to work, You will be considered actively at work if You are available for work on that day.
3. If Your customary place of employment is at Your home, You will be considered actively at work if You are not confined on that day (as described in the Confinement Rule below).

If You are a retired employee and We receive Your signed written request on, before or within 30 days from the day You become eligible, You will become insured on the later of:

- (a) the day You become eligible; or
- (b) the day We receive Your request;

provided You are not confined on that day (as described in the Confinement Rule below).

Confinement Rule

If You are:

- (a) Hospital confined;
- (b) confined in any institution/facility other than a Hospital due to an Injury or Sickness; or
- (c) confined at home and under the supervision of a Physician;

insurance will begin on the day after such confinement ends.

If You are an active employee and You are not:

- (a) confined; and
- (b) available for work because of Injury or Sickness;

insurance will begin on the day You return to active work.

Evidence of Good Health

Late Request

If We receive Your signed written request more than 30 days after becoming eligible, You must submit evidence of good health acceptable to Us. We will determine the day Your insurance begins.

If You want to reinstate Your insurance after You have voluntarily let it lapse, You must submit evidence of good health acceptable to Us. We will determine the day Your insurance begins.

Amount of Coverage

The amount of coverage for Your classification is shown in the Schedule.

Changes in Your Classification or in the Amount of Your Coverage

If You are an active employee, any changes in Your classification or coverage will take effect on the first day of the policy month which coincides with or follows the day of the change, provided You are actively at work on that day. If You are not actively at work, the following conditions will apply:

- (a) If the change involves an increase in coverage, the change will not take effect until the first day of the policy month which coincides with or follows the day You return full-time to Your regular job.
- (b) If the change involves a decrease in coverage, the change will take effect on the day of the change.

If You are a retired employee, any change in Your classification or coverage will take effect on the day of the change, provided You are not confined on that day. If You are confined, the following conditions will apply:

- (a) If the change involves an increase in coverage, the change will not take effect until the day after the confinement ends (as described in the Confinement Rule provision).
- (b) If the change involves a decrease in coverage the change will take effect on the day of change.

When Your Insurance Ends

Your insurance will end at midnight on the earliest of:

- (a) the day the Policy ends;
- (b) the day any premium for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day You are no longer eligible under the Policy; or
- (e) the end of the term of office for which You were elected, or the end of the period for which You were appointed (when applicable), unless You continue to be eligible by reason of the following:
 - (1) reelection;
 - (2) reappointment; or
 - (3) as an employee defined in the Policy.

You will no longer be eligible when:

- (a) You are no longer in an eligible class; or
- (b) You do not satisfy:
 - (1) the requirements for hours worked; or
 - (2) any other eligibility condition in the Policy.

However, upon uninterrupted payment of premium to Us, You may be eligible to continue Your coverage in accord with the following continuation provisions. You should contact the Policyholder to determine the amount of contribution, if any, You are required to make in order to continue Your insurance.

Continuation of Life Insurance Benefits

Due to Layoff or Leave of Absence

As used in this section, **Cash Premium Payments** means the amount of premium for one month.

If You are seasonal, or on a temporary layoff status, You will be permitted to continue Your insurance by making up to six Cash Premium Payments.

If You are on leave of absence, You will be permitted to continue Your insurance by making up to twelve Cash Premium Payments.

If You are a retired employee under Sec. 36-05-1, Your insurance will be continued for an indefinite period of time, provided:

- (a) You are age 60 if You are a General City employee; or
 - (b) You are age 57 if You are a Firefighter or Police Officer;
- and make Cash Premium Payments prior to age 65.

If You are on an ordinary disability retirement with less than 20 years of service, You will be permitted to continue Your insurance by making up to twenty-four Cash Premium Payments.

If You are a retired under Sec. 36-05-1, 36-05-2 or 36-05-6-b-3, 6-c or 36-05-6-e, with 20 years of service, You will be permitted to continue Your insurance provided You make Cash Premium Payments to age 65.

If You are retired on a duty disability retirement allowance, You will be permitted to continue Your insurance by making Cash Premium Payments prior to age 65.

Due to Total Disability

Your Life Insurance coverage will continue during the Disability Elimination Period as long as You remain Totally Disabled. The Disability Elimination Period is the nine consecutive months of Total Disability beginning on the date You first become Totally Disabled. After completing the Disability Elimination Period You may be eligible to continue Your Life Insurance in accord with the Continuation of Life Insurance Due to Total Disability provision shown below.

Continuation of Life Insurance Due to Total Disability

Waiver of Premium

If You are Totally Disabled, Your life insurance will be continued, if accepted, without payment of premium. If You were continued without payment of premium and reach age 65, You are no longer eligible to continue coverage without payment of premium, however, You may elect to be continued as a retiree. If You were accepted by the prior carrier to continue coverage and are no longer eligible to continue without payment of premium, You may elect to continue as a retiree. If You are not accepted to continue as a retiree, if eligible, Your insurance will not be continued.

If accepted, You will be continued if:

- (a) the disability began while You were insured under this Policy;
- (b) the disability began before You reached age 65;

- (c) You have completed Your Disability Elimination Period; and
- (d) proof of the disability is given to Us as described in the following paragraph.

You must notify Us of Your Total Disability during the Disability Elimination Period. After receiving Your notification, We will send You an Initial Proof of Total Disability Form for You and Your Physician to complete. You must return this form within 90 days after receipt. Upon acceptance of Your initial proof and completion of the Disability Elimination Period, Your Life Insurance will continue without premium for at least one year.

Thereafter, We will periodically send You a Subsequent Proof of Disability Form for You and Your Physician to complete. If proof is acceptable, Your Life Insurance will be continued without premium for at least one year.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of our choice. We will pay for these examinations, We may have You examined any time during the first two years of disability and once a year from then on.

Your continued life insurance is the amount in force on the day insurance would have otherwise ended. Life Insurance provided under the Continuation of Life Insurance due to Total Disability provision is subject to the reductions and terminations shown in the Schedule.

When Continuation of Life Insurance due to Total Disability Ends

Your insurance will end at midnight on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) the day Your Disability Elimination Period ends without providing Initial Proof of Total Disability.
- (c) 90 days after a Subsequent Proof of Total Disability Form is sent, but not returned;
- (d) the day You fail to attend an examination or cooperate with an examiner; or
- (e) the day You reach age 65.

When Your Total Disability ends, You have 31 days to convert Your coverage to an individual policy of life insurance; but You may not convert if You again become insured under the Policy. Conversion may be made only in accord with the Life Insurance Conversion Privilege provision.

EMPLOYEE ELIGIBILITY Supplemental Life Insurance

Eligible Employees

You are eligible on January 1, 2003, if You are enrolled on January 1, 2003.

If You are not enrolled before January 1, 2003, You are eligible after You complete six consecutive months of active employment with the Policyholder.

You are eligible as long as:

- (a) You are a full-time employee of the Policyholder;
- (b) You are and continue to be Actively Employed; and
- (c) You receive compensation for Your work from the Policyholder for Your work for the Policyholder.

You are also eligible if You are an employee of any board, commission, division, department, office or agency of the city government which has voted to participate in the City's group life insurance program, including the Milwaukee Metropolitan Sewerage District, The Milwaukee Board of School Directors, the Wisconsin Center, Fire and Police Departments, Annuity and Pension Board, Milwaukee Area Technical and Adult Education District, Firemen's Annuity and Benefit Fund, Policemen's Annuity and Benefit Fund, the Housing Authority of the City of Milwaukee, and the Redevelopment Authority of the City of Milwaukee, by which an employee of the City or City Agency is paid.

NOTE: If You were eligible for coverage under the prior group plan but did not elect coverage, You may enroll in this plan if You are under age 50 and You provide evidence of good health. If evidence is acceptable to Us, We will determine the date insurance begins.

Active Employment and Actively Employed means working 20 hours or more per week on a year round basis or 40 hours or more per week for more than six consecutive months of service at Your:

- (a) regular job; and
- (b) customary place of employment or other location to which You must travel to perform Your regular job.

Service with a City Agency which has its own group life insurance program will be considered as qualifying service for a member transferring from such a City Agency, provided that such service was considered as qualifying service in the City Agency and the member had not waived coverage in such City Agency. Provisional and emergency time worked will not be considered as part of the required six (6) months service unless the employee has current civil service status in some other city service position.

When Your Insurance Begins

If You were enrolled as of January 1, 2003, Your insurance will be effective January 1, 2003. If You become eligible on or after January 1, 2003 and We receive Your signed request within 30 days from the day You become eligible, You will become insured on the first day of the calendar month following the day You become eligible, provided You are actively at work on that day. If You are not actively at work on that day, Your insurance will begin on the day You return to active work.

Exceptions

1. If, on the day Your insurance is to begin:

- (a) You are on a regular paid day of vacation; or
- (b) such day is a regular non-working day;

You will still be considered actively at work if You were available for work on the last preceding regular work day.

2. If, on the day Your insurance is to begin You do not report to work, You will be considered actively at work if You are available for work on that day.

3. If Your customary place of employment is at Your home, You will be considered actively at work if You are not confined on that day (as described in the Confinement Rule below).

Confinement Rule

If You are:

- (a) Hospital confined;
- (b) confined in any institution/facility other than a Hospital due to an Injury or Sickness; or
- (c) confined at home and under the supervision of a Physician;

insurance will begin on the day after such confinement ends.

If You are not:

- (a) confined; and
- (b) available for work because of Injury or Sickness;

insurance will begin on the day You return to active work.

Evidence of Good Health

Late Request

If We receive Your signed written request more than 30 days after becoming eligible, You must submit evidence of good health acceptable to Us. We will determine the day Your insurance begins.

If You want to reinstate Your insurance after You have voluntarily let it lapse, You must submit evidence of good health acceptable to Us. We will determine the day Your insurance begins.

Amount of Coverage

The amount of coverage for Your classification is shown in the Schedule.

Changes in Your Classification or in the Amount of Your Coverage

Any changes in Your classification or coverage will take effect on the first day of the policy month which coincides with or follows the day of the change, provided You are actively at work on that day. If You are not actively at work, the following conditions will apply:

- (a) If the change involves an increase in coverage, the change will not take effect until the first day of the policy month which coincides with or follows the day You return full-time to Your regular job.
- (b) If the change involves a decrease in coverage, the change will take effect on the day of the change.

However, if Your classification changes because of elective increase in coverage, You must satisfy the requirements set forth in the following paragraph.

If You elect to change Your classification to one which provides increased coverage, You will be required to furnish evidence of good health acceptable to Us for Yourself.

If the evidence is acceptable to Us, We will determine the day insurance begins.

When Your Insurance Ends

Your insurance will end at midnight on the earliest of:

- (a) the day the Policy ends;
- (b) the day any premium for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day You are no longer eligible under the Policy; or
- (e) the end of the term of office for which You were elected, or the end of the period for which You were appointed (when applicable), unless You continue to be eligible by reason of the following:
 - (1) reelection;
 - (2) reappointment; or
 - (3) as an employee defined in the Policy.

You will no longer be eligible when:

- (a) You are no longer in an eligible class; or
- (b) You do not satisfy:
 - (1) the requirements for hours worked; or
 - (2) any other eligibility condition in the Policy.

However, upon uninterrupted payment of premium to Us, You may be eligible to continue Your coverage in accord with the following continuation provisions. You should contact the Policyholder to determine the amount of contribution, if any, You are required to make in order to continue Your insurance.

Continuation of Life Insurance Benefits
Due to Layoff or Leave of Absence

As used in this section, **Cash Premium Payments** means the amount of premium for one month.

If You are seasonal, or on a temporary layoff status, You will be permitted to continue Your insurance by making up to six Cash Premium Payments.

If You are on leave of absence, You will be permitted to continue Your insurance by making up to twelve Cash Premium Payments.

Due to Total Disability

Your Life Insurance coverage will continue during the Disability Elimination Period as long as You remain Totally Disabled. The Disability Elimination Period is the nine consecutive months of Total Disability beginning on the date You first become Totally Disabled. After completing the Disability Elimination Period You may be eligible to continue Your Life Insurance in accord with the Continuation of Life Insurance Due to Total Disability provision.

Continuation of Life Insurance Due to Total Disability
Waiver of Premium

If You are Totally Disabled, Your life insurance will be continued, if accepted, without payment of premium. If You were continued without payment of premium and reach age 65, You are no longer eligible to continue coverage without payment of premium, however, You may elect to be continued as a retiree. If You were accepted by the prior carrier to continue coverage and are no longer eligible to continue without payment of premium, You may elect to continue as a retiree. If You are not accepted to continue as a retiree, if eligible, Your insurance will not be continued.

If accepted, You will be continued if:

- (a) the disability began while You were insured under this Policy;
- (b) the disability began before You reached age 65;
- (c) You have completed Your Disability Elimination Period; and
- (d) proof of the disability is given to Us as described in the following paragraph.

You must notify Us of Your Total Disability during the Disability Elimination Period. After receiving Your notification, We will send You an Initial Proof of Total Disability Form for You and Your Physician to complete. You must return this form within 90 days after receipt. Upon acceptance of Your initial proof and completion of the Disability Elimination Period, Your Life Insurance will continue without premium for at least one year.

Thereafter, We will periodically send You a Subsequent Proof of Disability Form for You and Your Physician to complete. If proof is acceptable, Your Life Insurance will be continued without premium for at least one year.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of our choice. We will pay for these examinations, We may have You examined any time during the first two years of disability and once a year from then on.

Your continued life insurance is the amount in force on the day insurance would have otherwise ended. Life Insurance provided under the Continuation of Life Insurance due to Total Disability provision is subject to the reductions and terminations shown in the Schedule.

When Continuation of Life Insurance due to Total Disability Ends:

Your insurance will end at midnight on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) the day Your Disability Elimination Period ends without providing Initial Proof of Total Disability;
- (c) 90 days after a Subsequent Proof of Total Disability Form is sent, but not returned;
- (d) the day You fail to attend an examination or cooperate with an examiner; or
- (e) the day You reach age 65.

When Your Total Disability ends, You have 31 days to convert Your coverage to an individual policy of life insurance; but You may not convert if You again become insured under the Policy. Conversion may be made only in accord with the Life Insurance Conversion Privilege provision.

**RIDER
FAMILY AND MEDICAL LEAVE**

as Federally Mandated

For Active Employees Only

This rider is made a part of Group Policies GLUG-83Y2 and GSL-83Y3.

This rider is effective on the later of:

- (a) the effective date of the policy; or
- (b) the date required by Federal law.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

Family and Medical Leave

If You become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) Your insurance coverage may be continued on the same basis as if You were an Actively at Work employee for up to 12 weeks during the 12 month period, as defined by Your employer, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a serious health condition; or
- (c) for Your own serious health condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a serious health condition, the continued coverage may not exceed a combined total of 12 weeks.

Conditions

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence You will be considered Actively at Work. Insurance for You and any eligible dependents (if applicable) will begin in accordance with the terms of the policy. However, if Your leave of absence is due to a serious health condition, benefits for that condition will not be payable to the extent benefits are payable under any prior group plan.
2. You are eligible to continue coverage under FMLA if:
 - (a) You have worked for Your employer for at least one year;
 - (b) You have worked at least 1,250 hours over the previous 12 months;
 - (c) Your employer employs at least 50 employees within 75 miles from Your worksite; and

- (d) You continue to pay any required premium for yourself and any eligible dependents (if applicable) in a manner determined by Your employer.
3. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the policy during the time You were not insured. You and any insured dependents (if applicable) will not be subject to any evidence of good health requirement provided under the policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
 4. You and Your dependents (if applicable) are subject to all conditions and limitations of the policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
 5. If requested by Us, You or Your employer must submit proof acceptable to Us that Your leave is in accordance with FMLA.
 6. This FMLA continuation is concurrent with any other continuation option except for COBRA, if applicable.
 7. FMLA continuation ends on the earliest of:
 - (a) the day You return to work;
 - (b) the day You notify Your employer that You are not returning to work;
 - (c) the day Your coverage would otherwise end under the policy; or
 - (d) the day coverage has been continued for 12 weeks.

Definitions

Prior Group Plan means the group plan providing similar benefits (whether insured or self-insured plans provided by the Policyholder) in effect immediately prior to the effective date of this policy.

Serious Health Condition is defined as stated in the FMLA.

Important Notice

Contact Your employer for additional information regarding FMLA.

THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

**SCHEDULE
Basic Life Insurance**

The amount of insurance for You will be in accord with Your classification in this Schedule.

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

**For You
BASIC LIFE INSURANCE**

Life Insurance Benefits

For Fire Fighters and Insured Police Officers not retired prior to January 4, 1971

Amount of Life Insurance..... An amount equal to one and one-half times Your pre-retirement Annual Salary changed to the next higher \$1,000.

For Insured Fire Fighters not retired prior to January 4, 1971

Life Insurance Benefits will be reduced to one times Your pre-retirement Annual Salary in effect on the day of Your 65th birthday.

For Insured Police Officers not retired prior to January 4, 1971

You may elect an amount of coverage equal to or less than the amount You were insured for prior to retirement but not less than \$1,000 until You reach age 65. When You attain age 65, Your Life Insurance will be one times Your pre-retirement Annual Salary.

For All General City Employees

Amount of Life Insurance..... An amount equal to Your Annual Salary changed to the next higher \$1,000.

Life Insurance Benefits will be reduced as follows:

1. Active Employees age 65 and over and Retired Employees age 65 and over insured for one times pre-retirement Annual Salary: Life Insurance Benefits reduce to 66 2/3% of the amount shown above on the day of Your 65th birthday and further reduce to 50% of the amount shown above on the day of Your 70th birthday.
2. Employees insured for more than one times Annual Salary: Life Insurance Benefits reduce to 66 2/3% of the amount shown above on the day of Your 65th birthday, 50% of the amount shown above on the day of Your 70th birthday, and 33 1/3% of the amount shown above on the day of Your 75th birthday. In no event will benefits reduce to less than 50% of Your Annual Salary.
3. Retired Employees insured for more than one times Annual Salary: Life Insurance Benefits reduce to 66 2/3% of the amount shown above on the day of Your 65th birthday, 50% of the amount shown above on the day of Your 70th birthday, and 33 1/3% of the amount shown above on the day of Your 75th birthday. In no event will benefits reduce to less than 50% of Your Annual Salary.
4. Employees who retired between January 1, 1972 and December 31, 1992: Life Insurance Benefits reduce to 50% of Your pre-retirement annual salary on the day You retire.
5. Employees who retired between January 1, 1970 and December 31, 1971: Life Insurance Benefits reduce to 66 2/3% of the amount shown above on Your 66th birthday and further reduce to 33 1/3% of the amount shown above on the day of Your 67th birthday.
6. Employees who retired prior to January 1, 1970: Life Insurance Benefits reduce to 75% of the amount shown above on the day of Your 65th birthday, 50% of the amount shown above on the day of Your 66th birthday, and 25% of the amount shown above on the day of Your 67th birthday.

Applies to All

Changes in Your amount of insurance which result from a change in earnings shall be made each calendar year as of:

(a) pay period No. 1 for January 1; or

(b) pay period No. 15 for July 1;

as applicable. You must be on the payroll for the change to be effective.

For Dual Rate Employees (those employees who have more than one basic rate within the same department and who are permanently employed and certified to work more than one basic position on a year round basis) the annual salary will be determined as the greater of:

- (a) the actual year to date pension earnings for the previous year within the same department calculated at 2,080 hours (exclusive of overtime); or
- (b) the lowest biweekly rate for the current year multiplied by 26.089285.

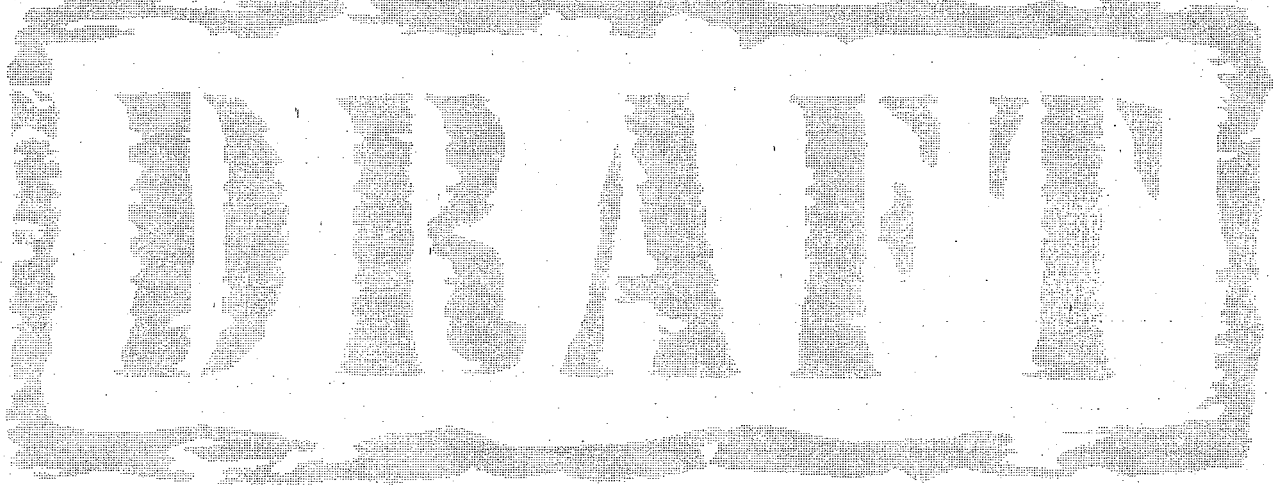
Facility of Payment Amount.....*\$1,000

*This amount, if paid, will be deducted from the Amount of Life Insurance.

Annual Salary means your basic annual salary or rate of pay as verified by the Policyholder's pay records and premium we have received. Annual Salary does not include overtime pay, shift differential or any other extra compensation.

If You have worked under various job titles during the preceding year, Annual Salary means the greater of:

- (a) total basic salary actually paid to You during the preceding year; or
- (b) the minimum basic annual salary rate at which You may be paid during the current year.



THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

**SCHEDULE
Supplemental Life Insurance**

The amount of insurance for You will be in accord with Your classification in this Schedule.

Classification

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

**For You
SUPPLEMENTAL LIFE INSURANCE**

Life Insurance Benefits

Amount of Life Insurance..... An amount equal to one and one-half times Your Annual Salary changed to the next higher \$1,000.

Facility of Payment Amount.....*\$1,000

*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Annual Salary means Your basic annual salary or rate of pay as verified by the Policyholder's pay records and premium we have received. Annual Salary does not include overtime pay, shift differential or any other extra compensation.

If You have worked under various job titles during the preceding year, Annual Salary means the greater of:

- (a) total basic salary actually paid to You during the preceding year; or
- (b) the minimum basic annual salary rate at which You may be paid during the current year.

LIFE INSURANCE BENEFITS

For You

Benefits

If You die while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

Mode of Payment

We will pay benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
 - (1) another mode of payment is requested as described below; and
 - (2) we agree to it in writing.

Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed unless this right has been given up. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

Facility of Payment

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **Schedule**.

We may also make monthly payments of not more than \$50.00 to someone other than a beneficiary if:

- (a) the beneficiary is a minor or, in our opinion, does not have the legal capacity to sign a receipt for payment; and
- (b) there is no court-appointed guardian or conservator.

We will make these payments to the person or institution who cares for or supports the beneficiary until claim is made for the remainder of the proceeds by a court-appointed guardian or conservator.

Conversion Privilege

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.
- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
 - (1) Your class of risk; and
 - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the policy or termination of a class, and You have been insured under the policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$5,000.00; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, we will pay the amount of group life insurance You were entitled to convert.

If we issue a conversion policy and You again become eligible for group life insurance under the policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to us.

LIFE INSURANCE CONVERSION RIDER

(For You)

This rider is made a part of Group Policies GLUG-83Y2 and GSL-83Y3.

This rider is effective the later of January 1, 2003, or the day You become insured under the Policy.

If the provisions of this rider and those of the Policy or Your Certificate do not agree, the provisions of this rider will apply.

The Conversion Privilege section of the Life Insurance Benefits Provision is amended to include the following:

If Your life insurance ends because of Your total and permanent disability, You may elect as a conversion policy either:

(a) individual term life insurance; or

(b) any of our other individual life insurance policies, preceded by term insurance for a period up to one year.

The amount of such conversion policy shall not exceed the amount of Your terminated life insurance, less the amount of any life insurance for which You become eligible within 45 days.

The premium for such insurance may be payable in any mode we customarily offer.

PAYMENT OF CLAIMS

How to File Claims

Before benefits are paid, we must be given a written proof of loss, as described below. Upon Your death, Your beneficiary or someone else must give us the proof.

Proof of Loss Requirements

1. First, a claim form is to be requested from the Plan Administrator or from us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When we receive the request, we will send a claim form for filing proof of loss. If we do not send it within 15 days, the proof of loss requirement can be met by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, the claim form is to be completed and signed.
3. Finally, the claim form is to be returned to us. The claim form is due:
 - (a) within 90 days after the loss occurs; or
 - (b) as soon as reasonably possible.

When Claims are Paid

Policy benefits will be paid in accord with the Life Insurance Benefits provision as soon as we receive acceptable proof of loss.

CLAIM REVIEW AND APPEAL PROCEDURES

(As Federally Mandated)

For Group Policies GLUG-83Y2 and GSL-83Y3, this provision is effective the later of:

- (a) the effective date of the Policy; or
- (b) the date required by Federal law.

Definitions

Capitalized terms have the same meaning as shown in the Policy.

For the purposes of this provision the following term has the following meaning:

Adverse Benefit Determination means a denial, reduction or termination of, or a failure to provide or to make payment (in whole or in part) for a benefit, including any such denial, reduction, termination of, or failure to provide or make payment (in whole or in part) that is based upon the Insured Person's ineligibility for insurance under the Policy.

Claim Review Procedures

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. Please refer to the Payment of Claims provision of the Policy.

In the event an extension is necessary due to matters beyond Our control, We will notify the person submitting the claim of the extension and the circumstances requiring the extension. Extensions are limited as set forth below.

If an extension is necessary due to failure to submit complete information, We will notify the person submitting the claim of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below.

We may contact the person submitting the claim at any time for additional details about the processing of the claim.

Claim Review Decisions

- (a) Initial review: We will notify the person submitting the claim of Our claim decision within 45 days after Our receipt of the claim, unless additional information is requested as set forth below;
- (b) Extension period: 30 days; and
- (c) Maximum number of extensions: two.

If additional information is needed, We will notify the person submitting the claim within 30 days of Our receipt of the claim. Once Our request for additional information is received, the person submitting the claim will have 45 days to submit the additional information to Us. We will have a total of 105 days (which includes an additional 30-day extension, if necessary, due to circumstances beyond Our control) to process the claim. If We do not receive the additional information within the specified time period, We will make Our determination based on the available information.

Claim Denials

If a claim is denied or partially denied, the person submitting the claim will receive a written or electronic notice of the denial which will include:

- (a) the specific reason(s) for the denial;
- (b) reference to the specific Policy provisions on which the denial is based;
- (c) if applicable, a description of any additional material or information necessary to complete the claim and the reason We need the material or information;
- (d) a description of the appeal procedures; including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- (e) any other information which may be required under state or federal laws and regulations.

Opportunity To Request An Appeal

The person submitting the claim may appeal Our claim review decision in accordance with this Claim Review and Appeal Procedures provision. As part of the appeal, We will perform a full and fair review of the decision.

The request for an appeal can be written, electronically or orally submitted to Us and should include any additional information that the person submitting the claim believes may have been omitted from Our review that should be considered by Us.

The request for an appeal should include:

- (a) the name of the person for whom the claim has been submitted;
- (b) the name of the person filing the appeal;
- (c) the policy number; and
- (d) the nature of the appeal.

We will establish and maintain procedures for hearing, researching, recording and resolving any appeal. The notification of Our claim review decision will include instructions on how and where to submit an appeal.

The person submitting the claim will:

- (a) have 180 days from receipt of notification to submit a request for an appeal;
- (b) be provided the opportunity to submit written comments, documents, records and other information relating to the claim; and

- (c) be provided, upon request and free of charge, reasonable access to and copies of documents, records and other information relevant to the claim.

In reviewing the appeal We will consider all comments, documents, records and other information submitted by the person submitting the claim relating to the claim, without regard to whether such information was submitted or considered in the claim decision.

Request for an appeal authorizes Us, or anyone designated by Us, to review records relevant to the claim.

Our Response To An Appeal

Once We receive a request for an appeal, We will respond within 45 days, unless additional information is requested. If additional information is requested, the following extensions apply:

- (a) extension period: 45 days; and
- (b) maximum number of extensions: one.

We will have a total of 90 days to process the appeal.

When We make Our decision, the person submitting the claim will be provided with:

- (a) information regarding Our decision; and
- (b) information regarding other internal or external appeal or dispute resolution alternatives, if available, including any required state mandated appeal rights.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

- (a) the policy;
- (b) the Policyholder's application attached to the policy; and
- (c) Your application, if required.

Changes in the Insurance Contract

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time we and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
 - (1) in writing;
 - (2) made a part of the policy; and
 - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retired coverage is included in the policy.

Applications

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim; but we must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

Legal Actions

No legal action can be brought until at least 60 days after we have been given written proof of loss. For health and accident insurance (if any), no legal action can be brought more than three years after the date written proof of loss is required. For life insurance (if any), no legal action can be brought more than six years after the date written proof of loss is required.

DRAFT

DRAINED

Group Policy Numbers GLUG-83Y2 and GSL-83Y3

DRAFT

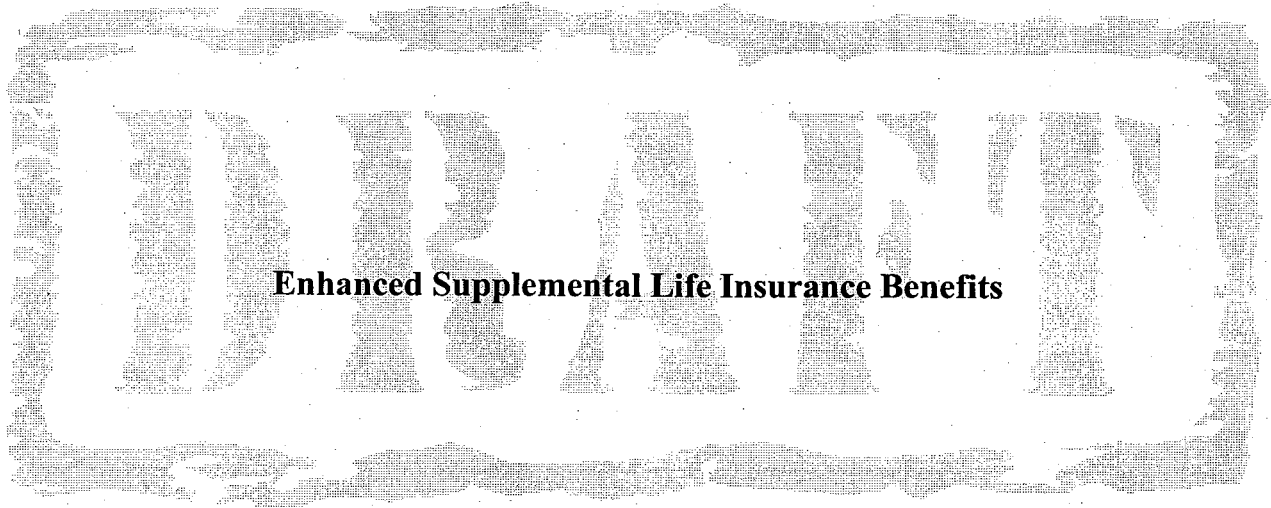


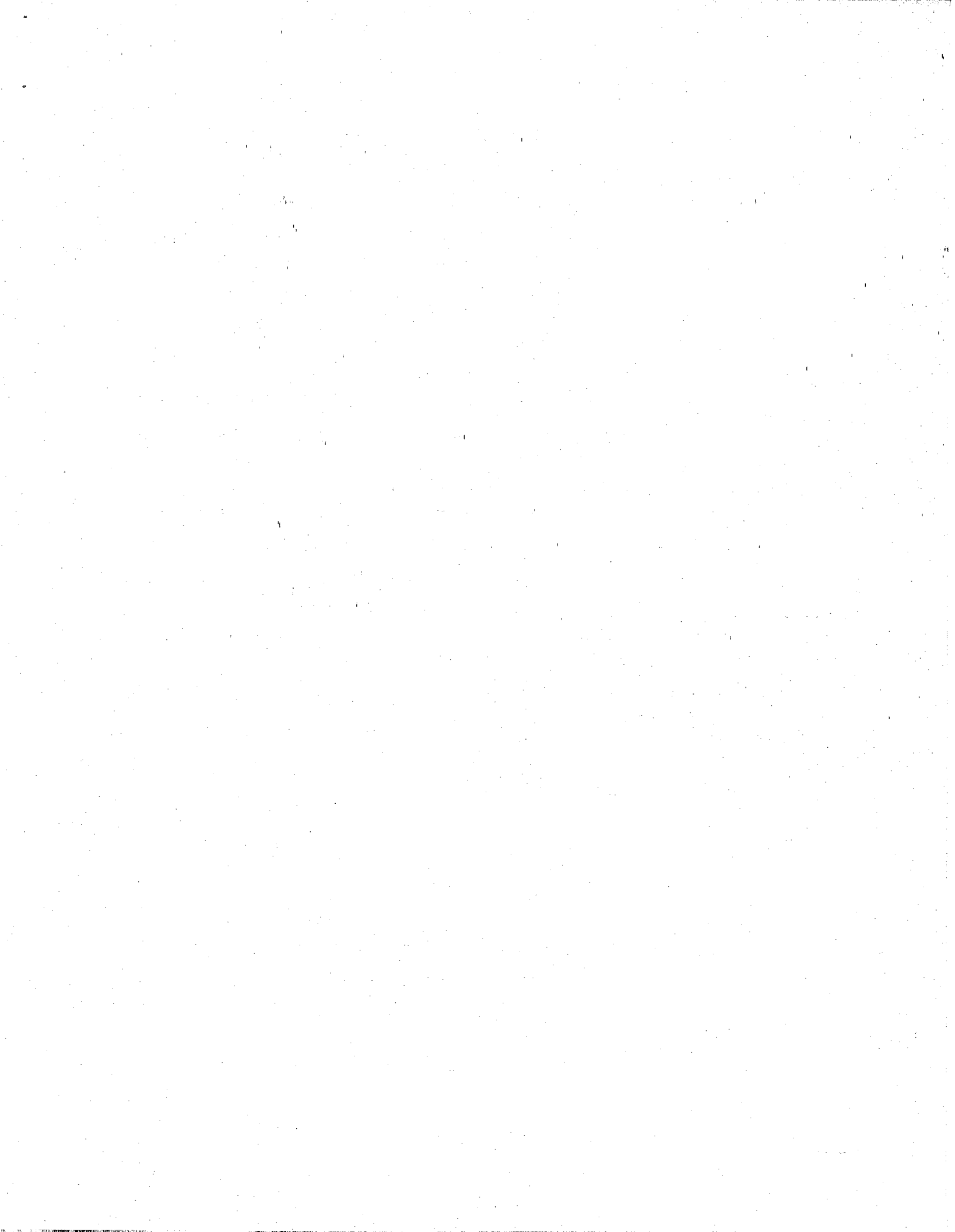
**Mutual of Omaha
Companies**

United of Omaha Life Insurance Company
Home Office: Omaha, Nebraska

(Please keep with your certificate)

City of Milwaukee





**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY.
PLEASE READ THOSE PAGES CAREFULLY.**

SCHEDULE

The amount of insurance for you will be in accord with your classification in this Schedule.

Classification

Class 1 - All eligible employees who elect to be insured for the Enhanced Supplemental Life Benefit

For You ENHANCED SUPPLEMENTAL LIFE INSURANCE

Life Insurance Benefits

Amount of Life Insurance:

You must be insured for both Basic Life Insurance and Supplemental Life Insurance to receive an additional Supplemental benefit. In no event will the combined amount for Basic Life Insurance, Supplemental Life Insurance and Enhanced Supplemental Life Insurance exceed \$100,000.

DRAFT

Group Policy Number GSL-83Y3

DRAFT



**Mutual of Omaha
Companies**

United of Omaha Life Insurance Company
Home Office: Omaha, Nebraska