YOUR GROUP SUPPLEMENTAL TERM LIFE BENEFITS.

State of Michigan

Revised June 1, 2015

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward Your completed claim form to:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175

CLAIM ASSISTANCE

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

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
1-800-283-9591

ADDITIONAL INFORMATION

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

1-800-283-9591

When contacting the Company please have Your policy number available. Your policy number is GVTL-AAD7.

GROUP SUPPLEMENTAL TERM LIFE INSURANCE SUMMARY OF COVERAGE

State of Michigan
GVTL-AAD7
Revised: June 1, 2015
All eligible Active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of the Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of the Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. You may view the Certificate by going to http:/www.michigan.gov/employeebenefits. Click on '*Voluntary Benefits (Active Employee)*' in the left menu.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: $350,000 For Your Spouse: $70,000 For Your Dependent Child: All Amounts Subject to any age reductions, Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.
Life Insurance Benefit for You	You can be insured for amounts of life insurance from $10,000 to $500,000 in $10,000 increments. In no event shall Life Insurance Benefits exceed five times Your Annual Salary. Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss. It does not include commissions, bonuses, overtime pay, Policyholder contributions to deferred compensation plans, shift differential or other extra compensation received from the Policyholder. It also does not include Employee contributions to deferred compensation plans. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.

Your Benefit Reductions	Your Life Insurance Benefits will reduce to: • 65% at age 70 • 50% at age 75 If You are age 70 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age.
Life Insurance Benefit For Your Dependent Spouse	Your lawful spouse can be insured for amounts of life insurance from $5,000 to $500,000 in $5,000 increments. In no event shall the Dependent Life Insurance Benefit exceed 100% of Your Life Insurance Benefit. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions.
Your Dependent Spouse's Benefit Reductions	Your Dependent spouse's Life Insurance Benefits will reduce to: • 65% at age 70 • 50% at age 75 If Your Dependent spouse is age 70 or older on the day You become insured under the Policy, the reduction will be made in accord with Your Dependent spouse's attained age.
Life Insurance Benefit For Your Dependent Child(ren)	Birth to 6 months: $1,000 6 months to 26 years: $2,000 to $10,000 in $1,000 increments
EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	15 or more hours each week or 750 or more hours in a rolling 12 month period
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to Us within 60 days following the day the Employee becomes eligible for the Policy. The Employee will become insured on the first day of the month which coincides with or follows the later of the day: • the Employee becomes eligible; or • the Employee's enrollment form, acceptable to Us, is properly completed and signed; and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date.
Changes in the Amount of Your Insurance	**Decrease in the Amount of Your Insurance** Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease. The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply. **Increase in the Amount of Your Insurance** You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day: • of the change; or • the first day of the month which coincides with or follows the day We approve Your Evidence of Good Health, if required by Us.

Exceptions to Changes in the Amount of Your Insurance	**Initial Open Enrollment** Employees may elect an amount of insurance up to the Guarantee Issue Limit without providing Us Evidence of Good Health during the initial open enrollment. To be eligible for this election, You must be Actively Employed. This election is subject to the following conditions: • You must submit a written election to Us during the initial open enrollment; • insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of the Certificate. **Annual Open Enrollment** Employees already enrolled may elect to increase their amount of insurance up to the Guarantee Issue Limit without providing Us Evidence of Good Health during an annual open enrollment. To be eligible for this election, You must be insured for life insurance under this Policy at the time of the request and Actively Employed. This election cannot be made more than once a year and is subject to the following conditions: • You must submit a written election to Us during the annual open enrollment; • insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of the Certificate.
When Employee Insurance Ends	Your coverage under the Policy ends on the earliest of: • the date the Policy is cancelled; • the date You no longer are in an Eligible Group; • the date Your Eligible Group is no longer covered; • the last day of the period for which You made any required contributions; or • the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, as described in this Certificate.
DEPENDENT ELIGIBILITY	
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is: • Your lawful spouse; • Your natural born or legally adopted child; • Your stepchild living in Your home; or • any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return. A dependent does not include a child who has attained the Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means a child's 26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to Us within 60 days following the day the Dependent becomes eligible. An eligible Dependent will be insured on the latest of the day: • You become insured; • You acquire the eligible Dependent; or • You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above. If We do not receive Your request to insure Your Dependents within 60 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health. In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.
Changes in the Amount of Your Dependent's Insurance	**Decrease in the Amount of Your Dependent's Insurance** Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease. The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply to spouse coverage. **Increase in the Amount of Your Dependent's Insurance** Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day We approve Evidence of Good Health, if required.
When Insurance for a Dependent Child Ends	Your Dependent child's coverage under the Policy ends on the earliest of: • the date the Policy is cancelled; • the date You no longer are in an Eligible Group; • the date Your Eligible Group is no longer covered; • the date of Your death; • the last day of the period for which You made any required contributions; or • the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, as described in this Certificate.

When Insurance for a Dependent Spouse Ends	Your Dependent spouse's coverage under the Policy ends on the earliest of: • the date the Policy is cancelled; • the date You no longer are in an Eligible Group; • the date Your Eligible Group is no longer covered; • the date of Your death; • the last day of the period for which You made any required contributions; or • the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, as described in this Certificate.
FEATURES	
Living Benefits Option For You	100% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed $250,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
Layoff or Leave of Absence for Education, Military, Medical Sickness, Injury or Union Office	You may be able to continue life insurance under this provision if You are no longer Actively Employed in the event of a layoff or leave of absence for education, military, medical Sickness, Injury or union office. If a state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of the Policy. Please contact Mutual of Omaha at 1-800-283-9591 to be placed on direct bill.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 65, without payment of premium, if You become Totally Disabled while insured under the Policy prior to age 60.
Portability	You may be able to obtain Life insurance under the Portability provision when insurance ends due to any of the following reasons: • the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 60 days; • employment with the Policyholder ends; • You are not Actively Employed; • You retire; or • You do not satisfy any other eligibility condition described in the Certificate. Insurance under the Portability provision is available without providing Evidence of Good Health, subject to conditions described in Your Certificate. Dependent insurance under the Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to conditions described in Your Certificate.
Conversion	If any of Your life insurance ends because Your employment ends or You are no longer an eligible Employee, 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 conditions described in Your Certificate.

LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

PREMIUM CHANGES

If You request a change in the amount of insurance for You and/or Your Dependents, We will provide You with notice of Your new premium amount upon request.
If there is a change in the amount of the premium for insurance for You and/or Your Dependents in accordance with the terms of the Policy, We will provide You with notice of the change upon request.
Premium amounts will change if:

(a) You reach the Attained Age of the next higher five year age band in the premium rate structure;

(b) You reach an Attained Age at which benefits are reduced as described in the Benefit Reductions provision; or

(c) premium rates under the Policy are changed.

CLAIM ASSISTANCE

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

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
1-800-283-9591

ADDITIONAL INFORMATION

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

1-800-283-9591

Publication Date: February 19, 2015

Additional Services

Travel Assistance

Immediate Attention for Your Unexpected Incident

If you have an emergency while traveling**, call the Travel Assistance toll-free number anytime for immediate attention from a multi-lingual professional. These services are available to you, your spouse and dependent children on any single trip up to 90 days in duration. Bring this information with you every time you travel.

Travel Assistance offers the following services to minimize the hassles of traveling and ensure proper attention when you need it:

- Emergency Medical Assistance
- Travel Support Services
- Technical Assistance

** abroad or within the United States more than 100 miles from home

Financial Counseling

FinancialPoint provides no-cost, objective financial planning guidance for you. FinancialPoint offers high-quality service including:

- A welcome kit containing a data gathering questionnaire, personal investment viewpoint questionnaire, and additional helpful resources, such as a glossary of financial terms
- A personalized financial planning report
- A year of 24/7 access to a financial planning hotline through a dedicated, toll-free number
- Assistance with topics such as retirement planning, taxes, loss of income, credit issues, and probate

The financial planning hotline is staffed by trained specialists. They don't sell financial products or receive commissions, so their guidance is completely objective. Callers can rest assured that they will receive the accurate information to help them navigate the maze of options available for personal finance.

Mutual of Omaha's Employee Assistance Program

When it's difficult to cope with family, work-related, personal or substance-abuse problems – at work and at home – we often turn to family or friends for support. Unfortunately, there are times when that's not enough. Sometimes you need the ear of an experienced professional, one who will keep your concerns confidential and help guide you in the right direction.

Mutual of Omaha's Employee Assistance Program (EAP) has trained professionals to work with you as you search for solutions to personal and workplace issues. The program is voluntary and confidential; only your EAP professional will know you have called. This program includes assistance for you and your immediate dependent family members. Services include:

- 24-hour toll-free phone access to EAP professionals 7 days a week
- Telephone assistance and referral
- Service for immediate and dependent family members

EAP staff members are highly trained, master's- level professionals who will assess your situation, provide support and, if needed, refer you to other helpful resources.

Table of Contents

The key sections of the Certificate
appear in the following order.

Page

CERTIFICATE OF INSURANCE **1**
SCHEDULE **2**
EMPLOYEE ELIGIBILITY **5**
DEPENDENT ELIGIBILITY **15**
LIFE INSURANCE BENEFITS
For You **22**
LIFE INSURANCE BENEFITS
For You - LIVING BENEFITS OPTION **24**
LIFE INSURANCE BENEFITS
For Your Dependents **26**
AMENDMENT RIDER **28**
PAYMENT OF CLAIMS **29**
STANDARD PROVISIONS **30**
LIFE CLAIM REVIEW PROCEDURES **31**
DEFINITIONS **33**

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 No(s). GVTL-AAD7 (Policy) has been issued to State of Michigan (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 and Your Dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any previous certificate issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Chairman of the Board and Chief Executive Officer

Corporate Secretary

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

SCHEDULE

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

Classification(s)

All eligible Active employees

Guarantee Issue Limit:

For You: $350,000

For Your Spouse: $70,000

For Your Dependent Child: All Amounts

Subject to any age reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

Premiums:

The premium rates under the Policy are based upon whether or not You have used tobacco products during the twelve months prior to the effective date of insurance coverage under the Policy. Tobacco products include, but are not limited to, cigarettes, cigars, pipe smoking, and smokeless tobacco (e.g., chewing tobacco or tobacco powder-snuff).

The premium rates under the Policy for the Dependent Life Insurance Benefit are not based on tobacco usage.

Life Insurance Benefits
For You

You can be insured for amounts of life insurance from $10,000 to $500,000 in $10,000 increments. In no event shall Life Insurance Benefits exceed five times Your Annual Salary.

Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss.

It does not include commissions, bonuses, overtime pay, Policyholder contributions to deferred compensation plans, shift differential or other extra compensation received from the Policyholder. It also does not include Employee contributions to deferred compensation plans.

Life Insurance Benefits reduce to 65% of the amount shown above on the first day of the Policy anniversary month that follows the day of Your 70th birthday and further reduce to 50% of the amount shown above on the first day of the Policy anniversary month that follows the day of Your 75th birthday. This same reduction provision also applies if You are age 70 or older prior to the date You become insured under the Policy.

If You are age 70 or older on the day You become insured under the Policy; the Amount of Life Insurance for which You can apply will be reduced (as shown above) in accord with Your attained age. Thereafter, benefits will continue to reduce in accord with the reductions shown above.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 99.

NOTE: The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

Living Benefits Option

Amount of Living Benefits.....100% of the amount of life insurance in force on Your life, but not to exceed $250,000.

For Dependent Spouse

Your lawful spouse can be insured for amounts of life insurance from $5,000 to $500,000 in $5,000 increments. In no event shall the Dependent Life Insurance Benefit exceed 100% of Your Life Insurance Benefit.

Life Insurance Benefits reduce to 65% of the amount shown above on the first day of the Policy anniversary month that follows the day of Your spouse's 70th birthday and further reduce to 50% of the amount shown above on the first day of the Policy anniversary month that follows the day of Your spouse's 75th birthday. This same reduction provision also applies if Your spouse is age 70 or older prior to the date Your spouse becomes insured under the Policy.

If Your spouse is age 70 or older on the day Your spouse becomes insured under the Policy; the Amount of Life Insurance for which You can request for Your spouse will be reduced (as shown above) in accord with Your spouse's attained age. Thereafter, benefits will continue to reduce in accord with the reductions shown above.

For Dependent Children

Birth to 6 months $1,000

6 months to 26 years .....$2,000 to $10,000 in $1,000 increments

PREMIUM CHANGES

If You request a change in the amount of insurance for You and/or Your Dependents, We will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance for You and/or Your Dependents in accordance with the terms of the Policy, We will provide You with notice of the change upon request.

Premium amounts will change if:

(a) You reach the Attained Age of the next higher five year age band in the premium rate structure;

(b) You reach an Attained Age at which benefits are reduced as described in the Benefit Reductions provision; or

(c) premium rates under the Policy are changed.

EMPLOYEE ELIGIBILITY

Life Insurance Benefits

Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Actively Employed or **Active Employment** means You are working for Your employer for earnings that are paid regularly and that You are performing the material and substantial duties of Your regular occupation. You must be working at least the minimum number of hours as described under Eligible Group(s) in each plan.

Your work site must be:

(a) Your employer's usual place of business;

(b) an alternative work site at the direction of Your employer, including Your home; or

(c) a location to which Your job requires You to travel.

Normal vacation is considered active employment.

Temporary workers are excluded from coverage.

Actively Working or **Active Work** means performing the normal duties of the Employee's regular job for the Policyholder at:

(a) the Policyholder's usual place of business;

(b) an alternative work site at the direction of the Policyholder; or

(c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

(a) in a Hospital as an inpatient;

(b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

(a) regular paid holiday or day of vacation;

(b) regular or scheduled non-working day; or

(c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

(a) in a Hospital as an inpatient;

(b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness;

on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

Eligibility Waiting Period means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

Eligible Group(s) means all eligible active State Employees except Senate, House, National Guard, contractual employees, Special Personnel Services, and non-career employees defined as hired to work 90 days or less, a student employee or otherwise classified as a non-career employee by the State of Michigan. Employees must be regularly scheduled to work at least 15 hours per week or 750 hours in a rolling 12 month period.

Employee means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

(a) in the United States; or

(b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

(a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;

(b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations; or

(c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Evidence of Good Health means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

(a) applies for insurance more than 60 days after the date the Employee completes the Eligibility Waiting Period;

(b) applies for insurance in excess of the Guarantee Issue Limit;

(c) was eligible for insurance under a Prior Plan but did not elect such insurance; or

(d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

Guarantee Issue Limit means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

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

Prior Plan means any plan of group life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

Rider means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

When Employee Insurance Begins

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to Us within 60 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the first day of the month which coincides with or follows the later of the day:

(a) the Employee becomes eligible; or

(b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the first day of the month which coincides with or follows the day the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the first day of the month which coincides with or follows the day the Employee returns to Active Employment.

Changes in the Amount of Your Insurance

Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

Increase in the Amount of Your Insurance

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the first day of the month which coincides with or follows the day:

(a) of the change; or

(b) the first day of the month which coincides with or follows the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the first day of the month which coincides with or follows the day You return to Active Employment.

Exceptions to Changes in the Amount of Your Insurance

Life Event (Family Status Change)

Within 60 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 60 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the first day of the month that coincides with or follows the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the first day of the month which coincides with or follows the day You return to Active Employment.

Life Event means:

(a) You become lawfully married or divorced;

(b) You have a natural-born child, adopt a child or acquire a stepchild;

(c) Your spouse's life insurance under another employer's group plan ends;

(d) Your spouse's employment is terminated; or

(e) Your lawful spouse dies.

Initial Open Enrollment

Under this provision, Employees may elect an amount of insurance up to the Guarantee Issue Limit without providing Us Evidence of Good Health during the initial open enrollment. To be eligible for this election, You must be Actively Employed. This election is subject to the following conditions:

(a) You must submit a written election to Us during the initial open enrollment;

(b) insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of this Certificate.

Annual Open Enrollment

Under this provision, Employees already enrolled may elect to increase their amount of insurance up to the Guarantee Issue Limit without providing Us Evidence of Good Health during an annual open enrollment. To be eligible for this election, You must be insured for life insurance under this Policy at the time of the request and Actively Employed. This election cannot be made more than once a year and is subject to the following conditions:

(a) You must submit a written election to Us during the annual open enrollment;

(b) insurance is subject to the Guarantee Issue Limit and Plan Maximums shown in the Schedule of this Certificate.

Reinstatement of Employee Insurance

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the increase would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

(a) Involuntary Reduction in Hours; and

(b) Rehired Employee.

Involuntary Reduction in Hours

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

Rehired Employee

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

When Employee Insurance Ends

Your coverage under the Policy ends on the earliest of:

(a) the date the Policy is cancelled;

(b) the date You no longer are in an Eligible Group;

(c) the date Your Eligible Group is no longer covered;

(d) the last day of the period for which You made any required contributions; or

(e) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, as described in this Certificate.

If Employee Insurance Ends or You are on a temporary Leave of absence or Layoff

If You are no longer Actively Employed or Actively Working, You may be eligible to continue insurance under one of the following direct bill continuation options.

The conditions for each continuation option are described within each provision.

For life insurance:

(a) **Layoff or Leave of Absence for Education, Military, Medical Sickness, Injury or Union Office**

If You are on an approved leave of absence or layoff and are no longer having payroll deductions, You may maintain Your current coverage regardless of Your medical condition by contacting Mutual of Omaha to initiate a direct pay method.

(b) **Portability**

If You are not Actively Employed for reasons other than an approved leave of absence or layoff, the Portability option is available to You as long as You do not have a medical condition which has a material effect on life expectancy. In that instance, the only option is for You to apply for the Conversion Privilege.

(c) **Conversion Privilege**

The Conversion Privilege offers You an opportunity to continue Your coverage with an individual whole life policy regardless of Your medical condition.

If You are no longer Actively Employed due to Total Disability, You may be eligible to continue insurance under the Waiver of Premium Benefit provision. The conditions for this continuation option are described within the provision.

Layoff or Leave of Absence for Education, Military, Medical Sickness, Injury or Union Office

You may be able to continue life insurance under this provision if You are no longer Actively Employed in the event of a layoff or leave of absence for education, military, medical Sickness, Injury or union office.

Under this provision, insurance will continue subject to the following conditions:

(a) We must continue to receive uninterrupted premium payment;

(b) We must receive written notification within 60 days from the date You are no longer Actively Employed; and

(c) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Note: During a layoff or leave of absence for education, military, medical Sickness, Injury or union office premiums will be directly billed to You.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

(a) the Policy terminates;

(b) any applicable premium contribution is due and unpaid;

(c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;

(d) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy.

Portability

You may be able to obtain life insurance under this provision when insurance ends prior to age 99 due to any of the following reasons:

(a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 60 days;

(b) employment with the Policyholder ends;

(c) You are not Actively Employed;

(d) You retire; or

(e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

(a) You must submit a written request and submit the first premium to Us within 60 days after insurance ends;

(b) You must not have an Injury or Sickness that has a material effect on life expectancy;

(c) the amount of insurance may not exceed the lesser of:
   (1) the amount in effect on Your last day of Active Employment; or
   (2) $500,000; and

(d) the amount of insurance under this Portability provision may not be increased.

NOTE: Premiums will be directly billed to You if You elect insurance under this Portability provision.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

Premium Rates for Portability

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

(a) You reach 99 years of age;

(b) any applicable premium contribution is due and unpaid;

(c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;

(d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of 30 days or less).

Conversion Privilege

See the Life Insurance Benefits For You provision for information about the Conversion Privilege. Premiums will be directly billed to You if You elect insurance under the Conversion Privilege.

Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60. If You are over age 60 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

(a) the amount of insurance will not be increased while You are Totally Disabled;

(b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;

(c) the Waiver of Premium Benefit Elimination Period must be satisfied; and

(d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 9 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

Proof of Total Disability

You must notify Us in writing of Total Disability within 12 months from the date You become Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 60 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 60 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

(a) the day You are no longer Totally Disabled;

(b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;

(c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or

(d) the day You reach age 65.

You will have 60 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

DEPENDENT ELIGIBILITY

Life Insurance Benefits

Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

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

(a) Your lawful spouse;

(b) Your natural born or legally adopted child;

(c) Your stepchild living in Your home; or

(d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

(a) anyone insured under this Policy as an Employee;

(b) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of 30 days or less);

(c) a child who has attained the Limiting Age defined in this Certificate;

(d) anyone who is not a citizen, permanent resident, or lawful resident of the United States;

(e) Your divorced or legally separated spouse;

(f) Your married child(ren);

(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.

Evidence of Good Health means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

(a) You apply for Dependent coverage after the 60-day limit described within the When Dependent Insurance Begins provision;

(b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;

(c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or

(d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

Full-Time Student means an insured Dependent child who is attending an accredited high school, trade school, college, university or other institution of learning and is enrolled for a minimum of 12 course credit hours per semester as indicated by evidence acceptable to Us. If the accredited institution of learning establishes full-time status in any other manner, We reserve the right to determine whether the student is an eligible Dependent.

Guarantee Issue Limit means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Incapacitated with respect to a Dependent child, means that Dependent child is continuously

(a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and

(b) primarily dependent upon You for financial support and maintenance.

Limiting Age means a child's 26th birthday.

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

Prior Plan means any plan of group life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

Rider means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

When a Dependent Becomes Eligible

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, only one of You may insure Your child or children under this Policy.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

(a) born while You are insured under this Policy; or

(b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

When Dependent Insurance Begins

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to Us within 60 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is a Totally Disabled Dependent on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect from birth.

Totally Disabled Dependent, as used in this provision, means that, as a result of an Injury, a Sickness or a disorder, Your Dependent:

(a) is confined in a Hospital or similar institution;

(b) is unable to perform two or more Activities of Daily Living (ADLs) because of a physical or mental incapacity resulting from an Injury or a Sickness;

(c) is cognitively impaired; or

(d) has a life threatening condition.

Activities of Daily Living mean:

(a) Bathing - the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.

(b) Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.

(c) Toileting - the ability to get to and from and on and off the toilet; to maintain a reasonable level of personal hygiene, and to care for clothing.

(d) Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.

(e) Continence - the ability to either:
   (1) voluntarily control bowel and bladder function; or
   (2) if incontinent, be able to maintain a reasonable level of personal hygiene.

(f) Eating - the ability to get nourishment into the body.

An eligible Dependent will be insured on the latest of the day

(a) You become insured;

(b) You acquire the eligible Dependent; or

(c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 60 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable.

Changes in the Amount of Your Dependent's Insurance

Decrease in the Amount of Your Dependent's Insurance

Any decrease in the amount of Dependent insurance will take effect on the first day of the month which coincides with or follows the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule of the Policy will apply to spouse coverage.

Increase in the Amount of Your Dependent's Insurance

Any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the first day of the month which coincides with or follows the day We approve Evidence of Good Health, if required.

Exceptions to When the Amount of Dependent Insurance Changes

Life Event (Family Status Change)

Within 60 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 60 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 60 days after a Life Event, insurance for Your Dependent will begin on the first day of the month that coincides with or follows the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 60 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 60 days after a Life Event, Dependent insurance will end in accordance with the When Insurance for a Dependent Child Ends and When Insurance for a Dependent Spouse Ends provisions of this Certificate.

Life Event means:

(a) You become lawfully married or divorced;

(b) You have a natural-born child, adopt a child, or acquire a stepchild;

(c) Your lawful spouse's life insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or

(d) Your lawful spouse dies.

Reinstatement of Dependent Insurance

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the request for reinstatement.

When Insurance for a Dependent Child Ends

Your Dependent child's coverage under the Policy ends on the earliest of:

(a) the date the Policy is cancelled;

(b) the date You no longer are in an Eligible Group;

(c) the date Your Eligible Group is no longer covered;

(d) the date of Your death;

(e) the last day of the period for which You made any required contributions; or

(f) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, as described in this Certificate.

Exceptions to When Dependent Insurance Ends

Incapacitated Child

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

(a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and

(b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

When Insurance for a Dependent Spouse Ends

Your Dependent spouse's coverage under the Policy ends on the earliest of:

(a) the date the Policy is cancelled;

(b) the date You no longer are in an Eligible Group;

(c) the date Your Eligible Group is no longer covered;

(d) the date of Your death;

(e) the last day of the period for which You made any required contributions; or

(f) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an Injury or Sickness, as described in this Certificate.

Portability

When You elect life insurance under the Portability provision in this Certificate, You may also elect to continue life insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

(a) You must submit a written request and submit the first premium to Us within 60 days after Dependent insurance ends;

(b) Your eligible Dependent must not have an Injury or Sickness that has a material effect on life expectancy;

(c) the amount of insurance may not exceed the lesser of:
  (1) the amount in effect on the day Dependent insurance ends; or
  (2) $250,000; and

(d) the amount of Dependent insurance under this Portability provision cannot be increased.

NOTE: Premiums will be directly billed to You if You elect insurance under this Portability provision.

If You elect insurance for Your eligible Dependent under this Portability provision, Your Dependents will not be eligible to obtain insurance under the Conversion Privilege provision in this Certificate.

Premium Rates for Portability

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

When Portability Ends

A Dependent's insurance under this Portability provision will end on the earliest of the day:

(a) Your child reaches the Limiting Age or is no longer Incapacitated;

(b) Your child marries;

(c) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of 30 days or less); or

(d) any premium contribution for Dependent insurance is due and unpaid.

Conversion Privilege

See the Life Insurance Benefits For Your Dependents provision for information about the Conversion Privilege. Premiums will be directly billed to You if insurance is elected under the Conversion Privilege.

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 in a lump sum.

Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. 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.

Conversion Privilege

If any of Your life insurance ends because Your employment ends or You are no longer an eligible Employee, 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 60 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 60 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) $3,000; 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 60 days.

If You die within the 60-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 BENEFITS

For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

Definition

Terminal Condition means an Injury or Sickness:

(a) expected to result in Your death within 12 months; and

(b) from which there is no reasonable prospect of recovery;

as determined by Us.

Benefits

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

Conditions

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

Exceptions

This **Living Benefits** provision will not apply:

(a) when You have irrevocably assigned group life insurance under this Policy;

(b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;

(c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;

(d) if Your life insurance benefits end;

(e) if the required premium is due and unpaid; or

(f) if the Master Policy terminates.

NOTE: Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit.

LIFE INSURANCE BENEFITS

For Your Dependents

Benefits

If a Dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits will be payable to You, if You are living. If You are not living, the following will apply.

1. If Your spouse dies, benefits will be paid to Your spouse's estate.
2. If a child dies, 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 child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

Facility of Payment

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to $50.00 a month to the adult or adults who, in Our opinion, have assumed custody and principal support of the minor.

Conversion Privilege

If Your Dependent's Life Insurance ends:

(a) because of Your death;

(b) under circumstances where You have the right of conversion; or

(c) because Your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision (if provided in this policy);

Your Dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to Your Dependent is subject to the following.

1. Your Dependent may apply for any of Our individual life insurance policies except term insurance. Your Dependent may not apply for supplemental coverage.
2. Your Dependent may apply for an amount which is not more than the amount of terminated life insurance.
3. The premium for the conversion policy will be at Our standard rate for that type of policy, according to:

   (a) Your Dependent's class of risk; and

   (b) Your Dependent's age on the date the conversion policy takes effect.

4. Your Dependent must submit a written application and the first conversion premium to Us within 60 days after his or her life insurance ends.

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

(a) Your Dependent terminates the conversion policy; or

(b) Your Dependent submits at his or her own expense, Evidence of Good Health acceptable to Us.

Extended Insurance

If a Dependent dies within 60 days from the day Dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the Dependent was last insured.

If a conversion policy has been issued to the deceased Dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to Us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

AMENDMENT RIDER

This rider is made a part of Group Policy GVTL-AAD7.

This rider is effective the later of June 1, 2008, 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 LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

Exception

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

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 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 the form 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 must be completed and signed.

3. The claim form or written statement should be sent to Us within 90 days after the loss occurs; or 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.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

(a) the Policy;

(b) the Policyholder's application attached to the Policy; and

(c) any application for You or Your Dependents.

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 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 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 the application of an Insured Person 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 a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if You or Your Dependent 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. No legal action can be brought more than three years after the date written proof of loss is required.

LIFE CLAIM REVIEW PROCEDURES

DEFINITIONS

An "**Adverse Benefit Determination**" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "**Relevant**" to a claim if it:

(a) was relied upon in making the claim decision;

(b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or

(c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding a life claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;

(c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and

(d) a description of the Policy's appeal procedures, including the time limits for such procedures.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

(a) The Insured Person's name;

(b) the name of the person filing the appeal if different from the Insured Person;

(c) the Policy number; and

(d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

APPEAL DECISION

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and

(c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Insured Person means You and/or Your Dependents who are insured under the Policy.

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).

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

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

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

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

You, Your means an Employee or member who is insured under the Policy.

Group Policy Number GVTL-AAD7

Mutual of Omaha

Publication Date: February 19, 2015