

# UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

3300 Mutual of Omaha Plaza, Omaha, NE 68175



Home Office: 3300 Mutual of Omaha Plaza, Omaha, Nebraska 68175

This Policy is issued to **Robert Collins Company** (the “Policyholder”).

This Policy is a legal contract between the Policyholder and us. It is issued in consideration of payment of premiums and the Policyholder’s application. **PLEASE READ THIS POLICY CAREFULLY.**

This Policy will be interpreted under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This Policy is issued in the State of South Carolina. To the extent state law is not preempted by ERISA, and only to that extent, this Policy will also be interpreted under the law of the State of South Carolina, without giving effect to the principles of conflicts of law of that state or any other state, territory or district. Any part of this Policy which is in conflict with the applicable laws of the State of South Carolina is changed to conform to the minimum requirements of that state’s laws.

This Policy is effective August 1, 2021 at the Policyholder’s main office.

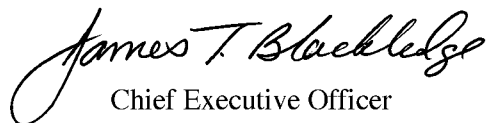
We agree to pay benefits subject to the terms, conditions, and limitations of this Policy.

The Certificate is made a part of this Policy.

## GROUP POLICY NO. GUC-BXJM

Publication Date: July 28, 2021

UNITED OF OMAHA LIFE INSURANCE COMPANY

  
Chief Executive Officer

  
Corporate Secretary

## GENERAL PROVISIONS

Capitalized terms are defined in the Certificate or other documents made a part of this Policy.

### PREMIUM CHANGES

We reserve the right to change premium rates any time after:

- a) the most recent premium rate guarantee date described in this Policy;
- b) there is an increase or decrease of 10% or more in the Policyholder's Employee population or the number of Employees insured under this Policy;
- c) our liability or cost of administration is changed due to a change in federal, state, or local law, statute or regulation;
- d) this Policy's terms are changed;
- e) coverage is reinstated following the Policyholder's failure to pay premium during the grace period;
- f) a division, subsidiary, associated company, affiliated company or an eligible class is added to or deleted from this Policy;
- g) we decide to non-renew a class of business; or
- h) there is a change which materially affects the risk for insurance provided by this Policy.

We must give the Policyholder at least 90 days advance written notice of any premium rate change.

### PAYMENT OF PREMIUMS

The premium for this Policy equals the sum of the individual premiums for each Insured Person as described in the Premium Rider. The first premium is due on the effective date of this Policy. Subsequent premiums are due on the first day of each subsequent month or other modal period agreed to in writing by an authorized representative in our home office. Premium payments must be made to our home office or to a location we designate, using a payment method we accept. We will consider premium to be paid on the date we receive it.

### GRACE PERIOD

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

Insurance will stay in force during the grace period as long as premium is paid before the end of the grace period. If we receive written notice requesting cancellation of insurance on a current or future date, the grace period will not apply. Coverage will end on the cancellation date specified in such notice, as long as the full premium has been paid up to that date.

If premium is not paid by the end of the grace period, insurance will end the day after the last day of the grace period.

### TERMINATION

Following at least 60 days advance written notice to the Policyholder, we have the right to terminate this Policy if:

- a) the number of Employees insured is less than 10 or less than 15% of those eligible for insurance;
- b) the Policyholder does not perform one or more of its duties under this Policy;
- c) the Policyholder relocates to a state where this Policy is not marketed;
- d) our liability or cost of administration is changed due to a change in federal, state, or local law, statute or regulation;
- e) there is an increase or decrease of 15% or more in the Policyholder's Employee population or the number of Employees insured under this Policy;
- f) a division, subsidiary, associated company, affiliated company or an eligible class is added to or deleted from this Policy;
- g) we decide to non-renew a class of business; or
- h) there is a change which materially affects the risk for insurance provided by this Policy.

The Policyholder has the right to terminate this Policy at any time. The Policyholder must give us written notice of at least 31 days before the date this Policy is to terminate, unless the Policyholder gives us written notice that this Policy will terminate during the grace period.

This Policy will automatically terminate the day after the last day of the grace period if the Policyholder fails to pay its portion of the premium.

If this Policy terminates for any reason:

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

Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

## **REINSTATEMENT AFTER TERMINATION**

If this Policy terminates for any reason, the Policyholder may request to reinstate it. We will reinstate only if:

- a) an authorized representative in our home office agrees in writing to reinstate this Policy;
- b) the Policyholder agrees in writing to accept any written conditions of reinstatement that we impose;
- c) all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- d) the premium due from the date of reinstatement until the next premium due date is paid.

## **CERTIFICATES**

We will electronically issue the Policyholder a Certificate form for delivery by the Policyholder to each Insured Person. The Certificate describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under this Policy.

## **ENTIRE CONTRACT AND CHANGES**

The entire contract of insurance consists of this Policy, the Certificate, the Policyholder's signed application, any supplemental applications made part of the Certificate, any riders and any endorsements.

This insurance contract may be changed any time we and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. No change in this Policy will be effective until approved by our authorized representative in our home office. Such approval must be in writing and attached to and made a part of this Policy.

## **MISSTATEMENT OF AGE OR GENDER**

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

## **INCONTESTABILITY**

We will not contest this Policy after it has been in force two years, except for nonpayment of premium.

## **POLICYHOLDER RESPONSIBILITIES**

The Policyholder will notify:

- a) list billed classes - both the Insured Person and us when the Insured Person's insurance under this Policy ends if the Insured Person ceases to be eligible for insurance under this Policy;
- b) each Insured Person and us when insurance under this Policy ends if this Policy is terminated and is not replaced by another policy or plan with no interruption in coverage; and
- c) list billed classes - us when the amount of insurance coverage for which an Insured Person is eligible changes.

Notice shall be provided within 31 days from the date insurance ends or, for any list billed classes, the amount of insurance coverage changes for the Insured Person. Notice to the Insured Person shall include information about any options available to continue or obtain insurance.

If we do not receive notice under a) above within this 31 day time period, we may require the Policyholder to reimburse us for the amount of any claims paid on behalf of any ineligible person and/or any dependents of such person during the time the person was ineligible. The Policyholder must reimburse us for claims under this provision within 60 days after receipt of our written request for payment.

The Policyholder is responsible for keeping the following records:

- a) persons insured by classification and any persons eligible but not insured;
- b) the amount of money the Policyholder contributes toward premiums;
- c) beneficiary designation information, if applicable; and
- d) any other information which we may reasonably request.

The Policyholder will provide us with copies of these records upon request. These records must be open to us for inspection at any reasonable time.

The Policyholder will provide, as we require, any information on our forms which is needed for insurance administration. The Policyholder is responsible for enrolling eligible persons for coverage under this Policy and performing other administrative duties agreed to by us. The Policyholder will perform its responsibilities in accordance with the terms of this Policy and our policies and procedures. The Policyholder may delegate some of its responsibilities to a third party.

The Policyholder and any third party utilized by the Policyholder to perform such administrative functions, act on behalf of the Policyholder and do not represent us or act on our behalf. The Policyholder and such third party have no authority to alter or expand our liability under this Policy and have no authority to waive, modify or compromise any defense or right we may have under this Policy.

The Policyholder agrees to indemnify and hold us harmless from and against any and all claims, actions, damages, liability and expenses, including, without limitation, reasonable attorneys' fees, arising from or related to the failure of the Policyholder, or a third party to whom the Policyholder has delegated its responsibilities, to perform its responsibilities in accordance with the terms of this Policy or our policies and procedures.

## **ASSIGNMENT**

No assignment of this Policy is binding upon us unless an officer in our home office agrees to it in writing and not until it is recorded with us at our home office.

## PREMIUM RIDER

This rider is made a part of Group Policy GUC-BXJM.

This rider is effective August 1, 2021.

### CLASS(ES)

All Eligible Employees

### SHORT-TERM DISABILITY INSURANCE PREMIUMS

The monthly premium for short-term disability insurance is as follows:

Employee..... \$0.55 per \$10 of Total Weekly Benefits

*Total Weekly Benefits* means the total amount of benefits for which all Employees are insured under the Policy.

### RATE GUARANTEE DATE

August 1, 2023 or any date thereafter agreed to in writing by our authorized representative in our home office.

### PREMIUM ALLOCATION

The total amount of premium paid or remitted by the Policyholder for this Policy and any other group insurance policy the Policyholder has with us or any of our affiliates ("Other Policy") will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Policyholder does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.

### PUBLICATION DATE

July 28, 2021

UNITED OF OMAHA LIFE INSURANCE COMPANY

  
Corporate Secretary

## **Summary of the South Carolina Life and Accident and Health Insurance Guaranty Association Act and Notice Concerning Coverage Limitations and Exclusions**

Residents of South Carolina who hold life insurance, annuities, or health insurance policies should know that the insurance companies and health maintenance organizations (HMOs) licensed in this state to write these types of insurance are required by law to be members of the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA). The purpose of SCLAHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, SCLAHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through SCLAHIGA is limited. Consumers should shop around for insurance coverage and exercise care and diligence when selecting insurance coverage.

### **DISCLAIMER**

South Carolina law, the South Carolina Life and Accident and Health Insurance Guaranty Association (SCLAHIGA) may provide coverage of certain direct life insurance policies, accident and health insurance policies, annuity contracts and contracts supplemental Under to life, accident and health insurance policies and annuity contract claims (covered claims) if the insurer becomes impaired or insolvent. South Carolina law does not require the SCLAHIGA to provide coverage for every policy. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.**

Coverage is generally conditioned upon residence in this state. Other conditions that may preclude or exclude coverage are described in this notice. Even if coverage is provided, there are significant limits and exclusions. Please read the entire notice for further details on limitations and exclusions.

Insurance companies and insurance agents are prohibited by law from using the existence of the SCLAHIGA or its coverage to sell you an insurance policy. You should not rely on the availability of coverage under SCLAHIGA when selecting an insurer. The South Carolina Life and Accident and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

If you think the law has been violated, you may file a written complaint with the SCLAHIGA or the South Carolina Department of Insurance at the addresses listed below:

#### **South Carolina Life and Accident and Health Insurance Guaranty Association**

Attention: Executive Director  
P.O. Box 8625 Columbia, SC 29202

#### **South Carolina Department of Insurance**

Attention: Office of Consumer Services  
1201 Main Street, Suite 1000  
Columbia, SC 29201  
Electronic complaint submission via  
[www.doi.sc.gov/complaint](http://www.doi.sc.gov/complaint)

Please attach copies of all pertinent documentation. You may submit a written complaint or a complaint electronically to the Department through submission of the electronic form on the Department's website at [www.doi.sc.gov/complaint](http://www.doi.sc.gov/complaint). You should receive a response to your complaint within 10 days.

This safety-net coverage is provided for in the South Carolina Life and Accident and Health Insurance Guaranty Association Act (the Act). The following summary of the Act's coverages, exclusions and limits does not cover all provisions of the Act; nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the SCLAHIGA.

### **COVERAGE**

Generally, individuals will be protected by the SCLAHIGA if they live in this state and hold a covered life, accident, health or annuity policy, plan or contract issued by an insurer (including a health maintenance organization) authorized to conduct business in South Carolina. The beneficiaries, payees or assignees of insured persons may also be protected if they live in another state unless circumstances described under the Act exclude coverage.

### **EXCLUSIONS FROM COVERAGE**

Persons who hold a covered life, accident, health or annuity policy, plan or contract are not protected by SCLAHIGA if:

- a) They are eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);
- b) The insurer was not authorized to do business in this state; or
- c) They acquired rights to receive payments through a structured settlement factoring agreement.

SCLAHIGA also does not provide coverage for:

- a) A portion of a policy or contract or part thereof not guaranteed by the member insurer, or under which the risk is borne by the policy or contract owner;
- b) A policy or contract of reinsurance, unless assumption certificates have been issued;
- c) Interest rate or crediting rate yields or similar factors employed in calculating value changes that exceed an average rate;
- d) Any policy or contract issued by assessment mutuals, fraternal, and nonprofit hospital and medical service plans;
- e) Benefits payable by an employer, association or other person under:
  - 1. a multiple employer welfare arrangement;
  - 2. a minimum premium group insurance plan;
  - 3. a stop-loss group insurance plan; or
  - 4. an administrative services contract;
- f) A portion of a policy or contract to the extent that it provides for:
  - 1. dividends or experience rating credits;
  - 2. voting rights; or
  - 3. payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service to or administration of the policy or contract;
- g) A portion of a policy or contract to the extent that the assessments required by Section 38-29-80 with respect to the policy or contract are preempted by federal or state law;
- h) An obligation that does not arise under the express written terms of the policy or contract issued by the member insurer to the enrollee, certificate holder, contract owner or policy owner, including without limitation:
  - 1. claims based on marketing materials;
  - 2. claims based on side letters, riders or other documents that were issued by the member insurer without meeting applicable policy or contract form filing or approval requirements;
  - 3. misrepresentations of or regarding policy or contract benefits;
  - 4. extra-contractual claims; or
  - 5. a claim for penalties or consequential or incidental damages;
- i) An unallocated annuity contract;
- j) A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C or D or Medicaid; or
- k) Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes impaired or insolvent insurer, whichever is earlier.

## LIMITS ON AMOUNTS OF COVERAGE

The South Carolina Life and Accident and Health Insurance Guaranty Association Act also limits the amount that SCLAHIGA is obligated to pay for covered claims. The benefits for which SCLAHIGA may become liable shall in no event exceed the lesser of the following:

- a) With respect to one life, regardless of the number of policies or contracts: \$300,000 in life insurance death benefits, or not more than \$300,000 in net cash surrender and net cash withdrawal values for life insurance;
- b) For health insurance benefits:
  - 1. \$300,000 for coverages not defined as disability income insurance or health benefit plans or long-term care insurance, including any net cash surrender and net cash withdrawal values;
  - 2. \$300,000 for disability income insurance;
  - 3. \$300,000 for long-term care insurance;
  - 4. \$500,000 for health benefit plans; or
- c) \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values.

## **ADDITIONAL SERVICES DISCLOSURE**

From time to time, We or Our affiliates may offer, provide, or arrange through a third party to provide certain services to Policyholders and/or their Employees. Some services may be provided at a reduced cost.

The additional services may include one or more of the following:

- employee assistance program
- travel assistance
- identity theft
- Family and Medical Leave Act administration
- benefit administration
- care advocacy
- healthcare financial management
- medical cost and quality comparisons
- medical second opinion
- surgery benefit management
- pharmaceutical cost comparisons
- audit services
- payroll services

We are not responsible for the provision of services by our affiliates or third parties. We are also not liable to Policyholders or their Employees for the failure to provide or the negligent provision of such services by Our affiliates or third parties.