

UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175



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

This Policy is issued to **City of Albuquerque** (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.

This Policy is issued in and will be interpreted by the laws of the State of New Mexico, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Policy which is in conflict with the laws of the State of New Mexico is changed to conform to the minimum requirements of that State's laws.

This Policy is effective July 1, 2019 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. GLUG-BK9Y

Publication Date: July 25, 2019


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;
- d) this Policy's terms are changed; or
- e) there is a change which materially affects the risk assumed 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. 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

This Policy has a 90 day grace period. This means that, except for the initial premium, if the premium is not paid on or before the date it is due, it may be paid in the 90-day period that follows. This Policy will stay in force during the grace period, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period. If We receive such notice, We will terminate this Policy on the date requested.

TERMINATION

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

- a) if the number of Employees insured is less than 10 or less than 100% of those eligible for insurance;
- b) any time after the most recent premium rate guarantee date described in this Policy; or
- c) if the Policyholder does not perform any of its duties under 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 at the end 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 issue the Policyholder a Certificate for delivery to each Insured Person. The Certificate describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under 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) 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) 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 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.

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 GLUG-BK9Y.

This rider is effective on the Policy Effective Date.

CLASS(ES)

All Eligible Employees of SSCAFCA, Town of Bernalillo, Bosque Farms and Cochiti Lake

All Eligible Active Employees of City of Albuquerque excluding Undercover Agents, AMAFCA, MRCOG, Town of Edgewood and Water Utility Authority

All Eligible Employees of Sandoval County

All Eligible Active City of Albuquerque Undercover Agents

All Eligible Employees of Albuquerque Housing Authority

All Eligible Retirees of the Water Utility Authority Who Retired After 6/30/2008 but Prior to 2/1/2014

All Eligible Retirees of the City of Albuquerque who retired after 2008

All Eligible Retirees of the City of Albuquerque who retired prior to 2008

All Eligible Retirees of the Water Utility Authority Hired prior to 7/1/2013 who retired after 1/31/2014

LIFE INSURANCE PREMIUMS

All Eligible Employees of SSCAFCA, Town of Bernalillo, Bosque Farms and Cochiti Lake

The monthly premium for life insurance is as follows:

Employee \$0.170 for each \$1,000

All Eligible Active Employees of City of Albuquerque excluding Undercover Agents, AMAFCA, MRCOG, Town of Edgewood and Water Utility Authority

The monthly premium for life insurance is as follows:

Employee \$0.170 for each \$1,000

All Eligible Employees of Sandoval County

The monthly premium for life insurance is as follows:

Employee \$0.170 for each \$1,000

All Eligible Active City of Albuquerque Undercover Agents

The monthly premium for life insurance is as follows:

Employee \$0.170 for each \$1,000

All Eligible Employees of Albuquerque Housing Authority

The monthly premium for life insurance is as follows:

Employee \$0.170 for each \$1,000

All Eligible Retirees of the Water Utility Authority Who Retired After 6/30/2008 but Prior to 2/1/2014

The monthly premium for life insurance is as follows:

Employee \$0.280 for each \$1,000

All Eligible Retirees of the City of Albuquerque who retired after 2008

The monthly premium for life insurance is as follows:

Employee \$0.28 for each \$1,000

All Eligible Retirees of the City of Albuquerque who retired prior to 2008

The monthly premium for life insurance is as follows:

Employee \$0.280 for each \$1,000

All Eligible Retirees of the Water Utility Authority Hired prior to 7/1/2013 who retired after 1/31/2014

The monthly premium for life insurance is as follows:

Employee \$0.280 for each \$1,000

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE PREMIUMS

All Eligible Employees of SSCAFCA, Town of Bernalillo, Bosque Farms and Cochiti Lake

The monthly premium for AD&D insurance is as follows:

Employee \$0.035 for each \$1,000

All Eligible Active Employees of City of Albuquerque excluding Undercover Agents, AMAFCA, MRCOG, Town of Edgewood and Water Utility Authority

The monthly premium for AD&D insurance is as follows:

Employee \$0.035 for each \$1,000

All Eligible Employees of Sandoval County

The monthly premium for AD&D insurance is as follows:

Employee \$0.035 for each \$1,000

All Eligible Active City of Albuquerque Undercover Agents

The monthly premium for AD&D insurance is as follows:

Employee \$0.035 for each \$1,000

All Eligible Employees of Albuquerque Housing Authority

The monthly premium for AD&D insurance is as follows:

Employee \$0.035 for each \$1,000

RATE GUARANTEE DATE

July 1, 2022 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 25, 2019

UNITED OF OMAHA LIFE INSURANCE COMPANY

Jayla Vankeat
Corporate Secretary

NOTICE OF PROTECTION PROVIDED BY NEW MEXICO LIFE INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the New Mexico Life Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under New Mexico law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with New Mexico law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- a) Life Insurance
 - 1. \$300,000 in death benefits
 - 2. \$100,000 in cash surrender or withdrawal values
- b) Health Insurance
 - 1. \$500,000 in hospital, medical and surgical insurance benefits
 - 2. \$300,000 in disability income insurance benefits
 - 3. \$300,000 in long-term care insurance benefits
 - 4. \$100,000 in other types of health insurance benefits
- c) Annuities
 - 1. \$250,000 in present value of annuity benefits

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000 (\$500,000 for hospital, medical and surgical insurance policies).

Note to benefit plan trustees or other holders of unallocated annuities covered under the act: For unallocated annuities that fund certain governmental retirement plans, the limit is \$250,000 in present value of annuity benefits per plan participant. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held or number of persons covered.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under New Mexico law.

To learn more about the above protections, please visit the Association’s website at www.nmlifega.org, or contact:

New Mexico Life Insurance Guaranty Association
PO Box 2880
Santa Fe, NM 87504-2880
505-820-7355

New Mexico Life Insurance Division
Public Regulation Commission
PO Box 1269
Santa Fe, NM 87504-1269
888-427-5772

Insurance companies and agents are not allowed by New Mexico law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and New Mexico law, then New Mexico law will control.

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.