

# 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 **Novogradac & Company LLP** (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 California. 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 California, 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 California is changed to conform to the minimum requirements of that state's laws.

This Policy is effective October 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.


**THIS POLICY IS NOT IN LIEU OF AND DOES NOT AFFECT ANY REQUIREMENT FOR COVERAGE BY WORKERS' COMPENSTAITON INSURANCE.**

**GROUP POLICY NO. GLTD-599E**

As Revised: October 1, 2021

Publication Date: September 1, 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 60 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 60 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 60-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 100% 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.

## **TIME LIMIT ON CERTAIN DEFENSES**

After the Policy has been in force for a period of two years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or Disability (as defined in the Policy, if applicable) commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

## **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 GLTD-599E.

This rider is effective October 1, 2021.

### CLASS(ES)

All Eligible Partners

All Eligible Principals and Principal Support

All Other Eligible Employees

### LONG-TERM DISABILITY INSURANCE PREMIUMS

#### All Eligible Partners

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

\$0.100 ..... per \$100 of Monthly Covered Payroll

#### All Eligible Principals and Principal Support

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

\$0.100 ..... per \$100 of Monthly Covered Payroll

#### All Other Eligible Employees

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

\$0.100 ..... per \$100 of Monthly Covered Payroll

*Monthly Covered Payroll* means the total amount of basic monthly earnings for which all Employees are insured under the Policy.

### RATE GUARANTEE DATE

October 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**

September 1, 2021

**UNITED OF OMAHA LIFE INSURANCE COMPANY**

  
Corporate Secretary

## **NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### **COVERAGE**

#### **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

#### **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

#### **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- a) Life Insurance
  - 1. 80% of death benefits but not to exceed \$300,000.
  - 2. 80% of cash surrender or withdrawal values but not to exceed \$100,000.
- b) Annuities and Structured Settlement Annuities
  - 1. 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- c) Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

### **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- a) A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract;
- b) A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- c) If the person is provided coverage by the guaranty association of another state;
- d) Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual;
- e) Employer and association plans, to the extent they are self-funded or uninsured;

- f) A policy or contract providing any health care benefits under Medicare Part C or Part D;
- g) An annuity issued by an organization that is only licensed to issue charitable gift annuities;
- h) Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract;
- i) Any policy of reinsurance unless an assumption certificate was issued; and
- j) Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

## NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califeqa.org](http://www.califeqa.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or 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 California law, then California law will control.**