

# 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 **Aristocrat Technologies, Inc.** (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 will be interpreted under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This Policy is issued in the State of Nevada. 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 Nevada, 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 applicable laws of the State of Nevada is changed to conform to the minimum requirements of that State's laws.

This Policy is effective January 1, 2020 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. GLTD-BML6

As Revised January 1, 2020

Publication Date: March 27, 2020

  
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 45 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 45-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 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.

Notice shall be provided within 31 days from the date insurance ends. Notice to the Insured Person shall include information about any options available to continue or obtain insurance.

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 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-BML6.

This rider is effective January 1, 2020.

**CLASS(ES)**

All Eligible Employees

**LONG-TERM DISABILITY INSURANCE PREMIUMS**

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

\$0.135..... 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**

January 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**

March 27, 2020

**UNITED OF OMAHA LIFE INSURANCE COMPANY**

  
Corporate Secretary

**GENERAL INFORMATION REGARDING THE  
NEVADA LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT**

**NEVADA GUARANTY ASSOCIATION  
SUMMARY DOCUMENT  
(2020)**

Residents of Nevada who purchase life insurance, annuities, health insurance, or Health Maintenance Organization (HMO) should know that the insurance companies licensed in this state to write these types of insurance are members of the Nevada Life and Health Insurance Guaranty Association (Association). The purpose of this association 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 should happen, the Guaranty Association 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. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

THE NEVADA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION MAY NOT PROVIDE COVERAGE FOR THIS POLICY. IF COVERAGE IS PROVIDED, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS, AND REQUIRE CONTINUED RESIDENCY IN NEVADA. YOU SHOULD NOT RELY ON COVERAGE BY THE NEVADA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELECTING AN INSURANCE COMPANY OR IN SELECTING AN INSURANCE POLICY.

COVERAGE IS **NOT** PROVIDED FOR YOUR POLICY OR ANY PORTION OF IT THAT IS NOT GUARANTEED BY THE INSURER OR FOR WHICH YOU HAVE ASSUMED THE RISK, SUCH AS A VARIABLE CONTRACT SOLD BY PROSPECTUS.

Insurance companies are required by law to deliver this notice to you. **However, insurance companies and their agents are prohibited by law from using the existence of the Association for sales, solicitation or to induce the purchase of any kind of insurance policy.**

The state law that provides for this safety-net coverage is called the Nevada Life and Health Insurance Guaranty Association. Below is a brief summary of this law's coverages, exclusions and limits. The summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the act, or the rights or obligations of the Association. **Anyone may obtain additional information from the Association or file a complaint with the Commissioner of Insurance to allege a violation of any provision of the Nevada Life and Health Insurance Guaranty Association Act, at the applicable address listed below:**

**The Nevada Life and Health Insurance  
Guaranty Association  
4600 Kietzke Lane, Suite O-269  
Reno, Nevada 89502**

**Commissioner of Insurance, State of Nevada  
Department of Business and Industry, Division of  
Insurance  
1818 E. College Parkway,  
Suite 103  
Carson City, Nevada 89706**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and **hold a life, health, an annuity, or HMO insurance contract or if they are insured under a group insurance contract, issued by a member insurer.** The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

**MAXIMUM BENEFIT LIMITS**

(For any one policyholder per company no matter how many policies you have)

- a) Life Insurance
  - 1. \$300,000
  - 2. \$100,000 for cash surrenders
- b) Annuities
  - 1. \$250,000 in present value of annuity benefits

2. \$250,000 in cash surrenders including structured settlement annuities
- c) Disability Income Insurance
  1. \$300,000
- d) Long Term Care
  1. \$300,000

Basic Hospital, Medical and Surgical Insurance or Major Medical Insurance and HMO's (Known as Health Benefit Plans as defined in NRS 687B.470): For any one person: \$100,000, excluding benefits for basic hospital, medical and surgical insurance or major medical insurance; or an aggregate of \$500,000 in benefits, including benefit for basic hospital, medical or surgical insurance or major medical insurance.

With respect to one owner of several non-group policies of life insurance, whether the owner is a natural person or an organization and whether the persons insured are officers, managers, employees or other persons, the Association will not pay more than \$5,000,000 in benefits, regardless of the number of policies and contracts held by the owner.

With respect to each participant in a governmental retirement plan covered by an unallocated annuity contract as described in NRS 686C, the maximum allowed is an aggregate of \$250,000 regardless of the number of contracts issued by any one member company.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are [not] protected by this Association 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) their policy was issued by a nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does not provide coverage for:

- a) Any policy or portion of a policy which is not guaranteed by the member insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- b) Where interest rate yields exceed an average rate;
- c) Credits given in connection with the administration of a policy by a group contract holder;
- d) Any dividends;
- e) Employers' plans to the extent they are self-funded (not insured by an insurance company or administered by an insurance company);
- f) Unallocated annuity contracts (which gives rights to group contract holders and not to individuals) other than annuity owned by a governmental retirement plan established under section 401, 403(b) or 457 of the Internal Revenue Code and the Nevada Revised Statute 686C.130; or
- g) Medicare or Medicare Advantage contracts.

**FOR MORE INFORMATION AND ANSWERS TO THE MOST FREQUENTLY ASKED  
QUESTIONS, PLEASE VISIT THE ASSOCIATION'S WEB SITE:  
[www.nvlifega.org](http://www.nvlifega.org)**

## **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.

