

# 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 **Bluegrass Materials Company, LLC** (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 Kentucky. 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 Kentucky, 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 Kentucky is changed to conform to the minimum requirements of that State's laws.

This Policy is effective August 1, 2013 at the Policyholder's main office.

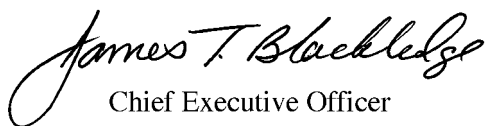
We agree to pay benefits subject to the terms, conditions, and limitations of this Policy.

The Certificate is made a part of this Policy.

## GROUP POLICY NO. GUG-AQDY

As Revised July 1, 2016

Publication Date: July 5, 2016

  
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 GUG-AQDY.

This rider is effective July 1, 2016.

### CLASS(ES)

All Eligible Executives

All Eligible Salaried Employees

All Eligible Hourly Employees

### SHORT-TERM DISABILITY INSURANCE PREMIUMS

#### All Classes

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

\$0.37 .....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

November 1, 2016 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 5, 2016

UNITED OF OMAHA LIFE INSURANCE COMPANY  
Mutual of Omaha Plaza, Omaha, Nebraska 68175



Corporate Secretary

## **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 Employee for the failure to provide or the negligent provision of such services by Our affiliates or third parties.