

# **YOUR GROUP TERM LIFE BENEFITS**

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**FOR RETIREES OF:**

**Tooele City Corporation**

**CLASS(ES):**

All Other Eligible Retirees

**REVISION EFFECTIVE DATE:**

July 1, 2025

**PUBLICATION DATE:**

June 2, 2025

**NOTICE(S)**

**THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. THE POLICY IS ISSUED IN THE STATE OF UTAH AND PROVIDES ALL THE BENEFITS REQUIRED BY APPLICABLE UTAH LAW.**

**FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

## **NOTICE(S)**

If you have any questions about or concerns with this insurance, please first contact the Policyholder or your benefits administrator. If, after doing so, you still have a question or concern, you may contact us at:

**United of Omaha Life Insurance Company**  
**3300 Mutual of Omaha Plaza**  
**Omaha, Nebraska 68175**  
**Call Toll-Free: 1-800-775-8805**  
**[www.mutualofomaha.com](http://www.mutualofomaha.com)**

When contacting us, please have your Policy number available.

## **ABOUT LIVING BENEFITS (ACCELERATED BENEFIT)**

### **LIFE INSURANCE BENEFITS (BENEFITS PAYABLE BY REASON OF THE DEATH OF YOU) WILL BE REDUCED IF BENEFITS ARE PAID UNDER THE LIVING BENEFITS (ACCELERATED BENEFIT) PROVISION.**

This disclosure is a brief summary of the Living Benefits (Accelerated Benefit) provision and its effect on life insurance benefits.

An eligible Insured Person may receive payment of part of the amount of life insurance in effect for the Insured Person while living if the Insured Person has been diagnosed with a terminal condition. A terminal condition means an injury or sickness that is expected to result in death within the number of months stated in the Certificate, as certified by a Physician. Please refer to the Living Benefits (Accelerated Benefit) provision of this Certificate for information regarding who is eligible for this benefit and the complete definition of Terminal Condition in the Definitions section.

This benefit is included in the premium paid for life insurance. There is no separate premium charge for this benefit. The premium for life insurance does not change if benefits are paid under the Living Benefits (Accelerated Benefit) provision.

The Living Benefits offered under this contract **may or may not** qualify for favorable tax treatment under the Internal Revenue Code of 1986 (as amended). Whether such benefits qualify depends on factors such as the life expectancy of you at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the Living Benefits qualify for favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to Living Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive Living Benefits excludable from income under federal law.

Receipt of Living Benefits may affect your, your Spouse's or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your Spouse's or your family's eligibility for public assistance.

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# **CERTIFICATE OF INSURANCE**

## **UNITED OF OMAHA LIFE INSURANCE COMPANY**

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

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

United of Omaha Life Insurance Company certifies that Group Policy Number GLUG-AD5S (the Policy) has been issued to Tooele City Corporation (the Policyholder).

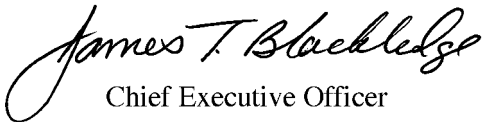
Insurance is provided for Retirees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if you and your Dependents, if applicable, are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without your consent or notice to you.

This Certificate replaces any certificate previously issued under the Policy.

**UNITED OF OMAHA LIFE INSURANCE COMPANY**

  
Chief Executive Officer

  
Corporate Secretary

## **SCHEDULE**

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

### **CLASS(ES)**

All Other Eligible Retirees

### **LIFE INSURANCE BENEFITS**

If you die while insured under the Policy, we will pay the amount of life insurance in effect at the time of your death to your beneficiary. If your Dependent dies while insured under the Policy, we will pay the amount of life insurance in effect at the time of your Dependent's death to you.

### **LIFE INSURANCE FOR YOU (THE RETIREE)**

Your amount of life insurance is \$5,000.

If you have questions regarding the amount of your life insurance, you may contact the Policyholder.

### **LIFE INSURANCE FOR YOUR DEPENDENTS**

Your Spouse's amount of life insurance is \$2,500.

If you have questions regarding the amount of life insurance for your Dependents, you may contact the Policyholder.

### **EVIDENCE OF INSURABILITY**

Evidence of Insurability is not required for any amount of insurance under the Policy, unless otherwise stated in this Certificate.

## **ELIGIBILITY**

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

### **WHEN A RETIREE BECOMES ELIGIBLE FOR INSURANCE**

If you are a Retiree who was insured under a Prior Plan on the day before the Policy Effective Date you become eligible for insurance on the Policy Effective Date.

If you are a Retiree who was insured under a Prior Plan immediately prior to retirement and retire on or after the Policy Effective Date you become eligible for insurance on the day of retirement.

A Retiree who was covered as an earned premium credit retiree under a Prior Plan becomes eligible for insurance under the Policy on the day following the day the Retiree is no longer eligible as an earned premium credit retiree under a Prior Plan.

The day you become eligible for insurance may not be the same as the day insurance begins. The WHEN YOUR INSURANCE BEGINS provision describes the day insurance begins.

### **WHEN A DEPENDENT BECOMES ELIGIBLE FOR INSURANCE**

Your Dependents become eligible for insurance on the later of:

- a) the day you become eligible for insurance; or
- b) the day you acquire the Dependent.

The day a Dependent becomes eligible for insurance may not be the same as the day insurance begins. The WHEN YOUR DEPENDENT'S INSURANCE BEGINS provision describes the day when insurance begins.

### **WHEN YOUR INSURANCE BEGINS**

You become insured on the first day of the month that follows the latest of the day:

- a) you become Actively Eligible; or
- b) your Written Request is properly completed and signed, if required.

You must provide Evidence of Insurability if it is required. You become insured for any amount of insurance that requires Evidence of Insurability on the first day of the month that follows the day we approve Evidence of Insurability.

### **WHEN YOUR DEPENDENT'S INSURANCE BEGINS**

An eligible Dependent will become insured on the latest of the day:

- a) you become insured, unless otherwise agreed to by our authorized representative in our home office;
- b) you acquire the eligible Dependent; or
- c) your Written Request to enroll the Dependent for insurance is properly completed and signed, if required.

Your Dependents must provide Evidence of Insurability if it is required. Your Dependents become insured for any amount of insurance that requires Evidence of Insurability on the first day of the month that follows the day we approve Evidence of Insurability.

### **EXCEPTIONS TO WHEN YOUR DEPENDENT'S INSURANCE BEGINS**

If your Dependent is:

- a) confined in a Hospital as an inpatient;
- b) confined or assigned to a bed as a resident inpatient in any institution or facility other than a Hospital; or
- c) confined at home and under the care or supervision of a Physician;

on the day insurance is to begin, insurance will not take effect until the first day of the month that follows the day after your Dependent is no longer confined.

In addition, insurance for a Dependent who is unable to perform two or more Activities of Daily Living (ADLs), whether or not confined, will not take effect until the first day of the month that follows the day your Dependent has performed all ADLs for at least 15 consecutive days.

## **WAIVER OF COVERAGE**

You may waive coverage:

- a) for religious or faith-based reasons;
- b) to avoid possible federal and/or state income tax liability; or
- c) for any other reason approved by us.

You must submit a Written Request to waive coverage. The request must be signed by you, and in community property states, your Spouse, if applicable. The waiver is effective on the date we receive and record the Written Request.

The waiver is irrevocable for one year from the date we record it. After one year, you may elect coverage by providing Evidence of Insurability at your own expense. You are eligible for insurance if we approve Evidence of Insurability.

## **CHANGES TO INSURANCE BENEFITS**

Any allowable change in the benefits, class or amount of insurance, whether requested by you or the Policyholder, or as a result of the terms of the Policy, will take effect on the first day of the month that follows the date of the request or the change, unless otherwise stated or allowed in the Policy.

For any increase in insurance, we will use the Policyholder's records and/or the premium we receive to verify that the amount of insurance requested is the appropriate insurance amount the Insured Person is eligible for under the terms of the Policy.

If you are not Actively Eligible on the day any increase in insurance would otherwise take effect, the increase becomes effective the first day of the month that follows the day you return to Active Eligibility.

If your Dependent is:

- a) confined in a Hospital as an inpatient;
- b) confined or assigned to a bed as a resident inpatient in any institution or facility other than a Hospital; or
- c) confined at home and under the care or supervision of a Physician;

on the day any increase in insurance would otherwise take effect, the increase becomes effective the first day of the month that follows the day your Dependent is no longer confined.

In addition, any increase in insurance for a Dependent who is unable to perform two or more Activities of Daily Living (ADLs), whether or not confined, will not take effect until the first day of the month that follows the day your Dependent has performed all ADLs for at least 15 consecutive days.

## **WHEN INSURANCE ENDS**

Insurance ends:

- a) for all Insured Persons on the last day of the month in which you are no longer Actively Eligible;
- b) the last day of the month in which a Dependent is no longer eligible for insurance under the Policy;
- c) the last day of the month in which an Insured Person begins active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less), unless otherwise allowed in the Policy;
- d) the last day of the month in which you return to employment with the Policyholder;
- e) the day the Policy terminates; or
- f) in accordance with the Grace Period provisions.

## **EXCEPTIONS TO WHEN INSURANCE ENDS**

If insurance for you and/or your Dependents would otherwise end, you and/or your Dependents may be able to obtain insurance under the CONVERSION provision.

## **CONVERSION**

This provision allows for conversion of life insurance.

If group life insurance ends because your membership in a class (as shown under Class(es) on the Schedule section of this Certificate) ends or your benefit amount reduces you may apply for an individual policy of life insurance other than term insurance ("Conversion Policy"). If group life insurance for any of your Dependents ends or reduces due to your death, divorce, legal separation or your failure to satisfy any other eligibility condition, your Dependents may also apply for a Conversion Policy.

The Conversion Policy issued under this provision will be:

- a) any type of individual policy of life insurance then customarily issued by us for purposes of conversion, except term insurance;
- b) issued without any supplemental benefits; and
- c) for an amount of life insurance that is up to the amount of life insurance that ended or was reduced, less the amount of any other group life insurance the applicant becomes eligible for within 60 days after insurance ended or was reduced.

Premium is based on the standard premium rate for the Conversion Policy according to the amount of insurance, class of risk, gender and age of the applicant on the date the Conversion Policy takes effect.

The Conversion Policy will become effective on the later of the date of issue or 60 days after the date insurance ended or was reduced.

### **Notice of the Right to Obtain Insurance Under this Provision**

The conversion period is the period of time that is 60 days from the date insurance would otherwise end or reduce (Conversion Period). When insurance would otherwise end, notice of the right to convert may be given. If notice is not given at least 15 days after the start of the Conversion Period, an extension of the period of time to apply for continued insurance under this provision will be allowed. Any extension will expire on the earlier of:

- a) 15 days after notice has been received; or
- b) 60 days after the end of the Conversion Period, even if notice is not received.

If you or any of your Dependents are entitled to obtain a Conversion Policy and die within 60 days after insurance ends or reduces, we pay the amount of life insurance which could have been converted, even if you or your Dependents did not apply for a Conversion Policy.

### **How to Request Insurance Under this Provision**

Insurance is available without providing Evidence of Insurability. You or your Dependents must submit a Written Request for insurance under this provision. The Written Request and the initial premium due must be submitted to us within the Conversion Period.

### **Conversion Insurance and Your Return to Active Eligibility**

If you or any of your Dependents are issued a Conversion Policy and again become eligible for insurance, insurance will become effective (subject to all eligibility requirements) only if any Conversion Policy(ies) is/are surrendered to us. If Conversion Policy(ies) are not surrendered, Evidence of Insurability will be required.

## **LIVING BENEFITS (ACCELERATED BENEFIT)**

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

This section only applies to the life insurance offered by the Policy.

**The benefits received under this section may be taxable. Receipt of Living Benefits may adversely affect eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax advisor or the Social Security Administration before requesting Living Benefits.**

### **ABOUT LIVING BENEFITS**

If you incur a Terminal Condition while insured, you, your Spouse or your legal representative may submit a Written Request for Living Benefits.

The maximum amount of Living Benefits available is 80% of the amount of life insurance for you in effect at the time of the request or \$4,000, whichever is less. The minimum amount is 10% of the amount of life insurance in effect for you at the time of the request or \$1,000, whichever is greater.

We will pay Living Benefits to you in a lump sum, provided you are living at the time payment is made.

The amount of life insurance benefits payable for you in the event of death will be reduced by the amount of Living Benefits paid for you. Life insurance on other Insured Persons, if any, is not affected by payment of Living Benefits for you.

### **APPLYING FOR LIVING BENEFITS**

To apply for Living Benefits, you, your Spouse or your legal representative must provide us:

- a) a Written Request for Living Benefits; and
- b) satisfactory proof of your Terminal Condition, including an attending Physician's written statement.

You, your Spouse or your legal representative will receive information at the time of benefit payment about the amount of life insurance remaining in force after payment of Living Benefits.

### **CONDITIONS OF LIVING BENEFITS**

Living Benefits are subject to the following conditions:

- a) Living Benefits are payable for you only once;
- b) you can request Living Benefits in any \$1,000 increment, subject to the limits specified in this section;
- c) premium must continue to be paid on the full amount of life insurance; and
- d) the amount of insurance you may obtain under the CONVERSION provision will be reduced by the amount of Living Benefits paid for you.

### **WHEN LIVING BENEFITS ARE NOT AVAILABLE**

Living Benefits are not available:

- a) when you have irrevocably assigned life insurance;
- b) if such benefits were paid under a Prior Plan;
- c) for any Terminal Condition caused by a suicide attempt or an intentionally self-inflicted Injury;
- d) during any Conversion Period;
- e) if the required premium is due and unpaid on the date the Written Request for Living Benefits is made;
- f) if requested after insurance ends; or
- g) if requested after the Policy terminates.

## **PREMIUM PAYMENTS**

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

### **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 the 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.

### **PREMIUM AND PREMIUM CHANGES**

The premium for insurance under the Policy is a monthly rate for each coverage option shown in the Schedule section of this Certificate.

The premium for insurance under the Policy is paid (in full) by the Policyholder. Contact the Policyholder for additional information on the current premium for the Policy.

If you request a change in the amount of insurance for any Insured Person, the Policyholder will provide you with notice of your new premium amount upon request if you are responsible for the payment of premiums for insurance.

If there is a change in the amount of the premium for insurance for any Insured Person in accordance with the terms of the Policy, or a change in the amount of insurance for any Insured Person as the result of a request of the Policyholder, the Policyholder will provide you with notice of the change at least 15 days prior to the date of the change if you are responsible for the payment of premium for insurance.

Premium amounts will change if premium rates under the Policy are changed.

## **CLAIMS PROVISIONS**

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

### **CLAIM FORMS**

Before benefits are considered, we must be given written proof of loss. A claim form can be requested from the Plan Administrator, from us or obtained on our website.

### **PROOF OF LOSS**

Written proof of loss must be given to us within 90 days from the date of loss. If it is not reasonably possible to give us proof within the required time, we will not reduce or deny a claim for this reason if the proof is supplied as soon as reasonably possible.

### **INDEPENDENT EXAMINATION AND AUTOPSY**

We may require an Insured Person to be examined by a Physician as we direct to assist in determining whether benefits are payable. You may not impose any conditions on an examination such as pre-approval of the examiner, attendance of a third party or audio/video recording of the examination.

We will pay for these examinations; however, you may be responsible for fees associated with failure to notify the examination office of your appointment cancellation within the required amount of time specified by the examiner. We may recover this fee by reducing benefits that are payable. We will not require more than a reasonable number of examinations. Where not prohibited by law, we may also require an autopsy. We will pay for this autopsy.

### **HOW TO OBTAIN PLAN BENEFITS**

Forward the completed claim form to:  
United of Omaha Life Insurance Company  
3300 Mutual of Omaha Plaza  
Omaha, Nebraska 68175

### **CLAIM ASSISTANCE**

For assistance with filing a claim or an explanation of how a claim was paid, contact:  
United of Omaha Life Insurance Company  
3300 Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

### **PAYMENT OF CLAIMS**

Benefits will be paid immediately after we receive acceptable written proof of loss and any other required supporting information.

Unless you have assigned this insurance, benefits for any Insured Person will be paid to you, except benefits payable due to your death will be paid to:

- a) your designated beneficiary(ies); if none, then to
- b) your surviving Spouse; if none, then to
- c) your surviving natural and/or adopted children, in equal shares; if none, then to

- d) your surviving parents, in equal shares; if none, then to
- e) your estate.

You are the beneficiary of your Dependent's benefits. If you are not living at the time of the death of any of your Dependents in the event of the death of your Spouse, benefits will be paid to your Spouse's estate.

## **CLAIM REVIEW AND APPEAL PROCESS**

### **Claim Review**

We will notify the Claimant in writing of our decision to either approve or deny a claim within 90 days of the date a life claim is received by us.

If we deny a claim in whole or in part, we will explain the reasons for our denial in our notice. If the Claimant disagrees with the reasons given, the Claimant, or authorized representative of such person, may ask that we reconsider the claim through the appeal process.

### **Appeal Process**

To appeal a denied claim, the Claimant must notify us and ask that we reconsider our original benefit decision within 60 days after receiving notice of our denial of a life claim.

The Claimant's appeal request must be submitted to us in writing or electronically and should state the reasons the Claimant believes the claim denial was incorrect. Any additional information, documents or other materials that might allow us to change our original decision should also be included. Appeal requests must be sent to us at our Omaha, Nebraska address shown in the CLAIMS ASSISTANCE provision.

We will notify the Claimant in writing of our final claim decision within 60 days after receiving a life appeal request.

If we need more time due to circumstances beyond our control, we will inform the Claimant of our need for an extension prior to the end of this time frame.

### **Notice**

If the administration of the Policy is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Claimant may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of a claim or to ask questions about the Claimant's rights under ERISA.

## **BENEFICIARY DESIGNATION**

In the event of your death, a beneficiary should be designated. Beneficiary records will be kept by the Policyholder, Plan Administrator or the office where beneficiary records for the Policy are kept. The most current beneficiary designation in effect under a Prior Plan will be accepted as a beneficiary designation under the Policy.

Certain states are community property states. If you live in a community property state and you designate someone other than your Spouse as a beneficiary, state law may require that your Spouse consent to such designation. If you do not obtain your Spouse's consent to the designation, then such designation may not be effective. Community property states as of the Policy Effective Date include: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

Your beneficiary may be changed at any time by you or your assignee (if you have assigned this insurance). To make a change, a Written Request should be provided to the Policyholder, Plan Administrator or to the office where beneficiary records for the Policy are kept. When received by the Policyholder, the change will take effect as of the date the Written Request is signed. The change will not apply to any payments or other action taken by us before the Written Request was communicated to us by the Policyholder.

## **FACILITY OF PAYMENT**

We may pay an amount of up to \$5,000 to any person or entity that has incurred expenses related to your death and subsequent burial, or to the death and subsequent burial of any of your Dependents, if applicable. An amount, if paid, will be deducted from the amount of life insurance benefits payable.

## **MODE OF PAYMENT**

Life insurance benefits will be paid by us in one lump sum.

## **REFUND TO US**

If it is found that we paid more benefits than we should have paid under the Policy, we will have the right to a refund from you or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error we make in processing a claim;
- c) you or your agent's failure to provide complete information; or
- d) an Insured Person not being eligible for coverage.

You or the recipient of benefits must reimburse us in full. We will determine the method the repayment is to be made, including without limitation, reducing or withholding any benefits payable to you, your survivors or your estate under this or any other group insurance policy issued by us. We will credit any such payments to the refund until the refund is fully recovered.

If it is found that we paid less benefits than we should have paid under the Policy, we will make additional payments, as necessary.

## **STANDARD PROVISIONS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

### **INSURANCE CONTRACT**

The insurance contract consists of:

- a) the Policy (which includes this Certificate);
- b) the Policyholder's signed application attached to the Policy; and
- c) any signed application for you or your Dependents (if applicable).

### **CHANGES IN THE INSURANCE CONTRACT**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time we and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require the consent of any Insured Person or beneficiary; and
- b) must be:
  - 1. in writing;
  - 2. made a part of the Policy; and
  - 3. signed by our authorized representative in our home office.

A change may affect any class of Insured Persons included in the Policy.

### **INCONTESTABILITY**

We will not contest this Policy after it has been in force two years, during an Insured Person's lifetime, except for nonpayment of premium.

Statements in an application are considered representations and not warranties. We will not use any statements in an Insured Person's application to deny a claim or to contest the validity of this insurance unless we provide you, your beneficiary or legal representative with a copy of that application.

### **LEGAL ACTIONS**

No legal action can be brought until at least 60 days after we have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required, unless otherwise required by state law in your state of residence.

### **CONFORMITY WITH STATE AND FEDERAL LAW**

Any provisions of the Policy which, on its effective date, is in conflict with the law of the federal government or the state in which an Insured Person resides on such date is hereby amended to conform to the minimum requirements of such law.

## DEFINITIONS

The defined terms used in this Certificate and Policy are shown in this section. With the exception of *our*, *we*, *us*, *you* and *your*, we have capitalized these terms wherever they appear to make them easier for you to find.

The definitions set forth below apply to both the singular and plural versions of the defined term.

*Actively Eligible, Active Eligibility* means you are:

- a) eligible for insurance according to the Policyholder's rules of eligibility as approved by our authorized representative in our home office;
- b) not Totally Disabled; and
- c) eligible for insurance in accordance with the terms and conditions of the Eligibility section of this Certificate.

If the Policyholder's rules of eligibility for insurance conflict with any of the terms and conditions of the Eligibility section of this Certificate, the terms and conditions of the Eligibility section control. Any changes to the Policyholder's rules of eligibility after the Policy Effective Date will not be effective for purposes of becoming or remaining eligible for insurance unless such changes have been approved by our authorized representative in our home office.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Claimant* means the person who submits a claim for benefits for any Insured Person, including the authorized representative of such person.

*Dependent* means a citizen, permanent resident or lawful resident of the United States who is; your Spouse;

A dependent does not include:

- a) anyone insured as a Retiree;
- b) anyone who is a member of the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary duty of 31 days or less); or
- c) your divorced, legally separated or former Spouse.

*Evidence of Insurability* means proof of good health acceptable to us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by us.

*Family* means Spouse, former Spouse, children, parents, grandparents, grandchildren, brothers, sisters and the spouses (or domestic partners, civil union partners or equivalent) of such individuals.

*Hospital* means a facility that is accredited, approved, certified or licensed as a general hospital by the proper authority of the state in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part thereof which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means bodily harm that:

- a) is a direct result of an Accident requiring treatment by a Physician;
- b) is independent of bodily infirmity, Sickness or medical or surgical treatment and all other causes; and
- c) occurs after the Policy Effective Date and while insurance is in effect for an Insured Person.

*Insured Persons* means you and/or your Dependents who are insured under the Policy.

*Living Benefits* means an advance payment of part of your life insurance death benefit.

*Our, We, Us* means United of Omaha Life Insurance Company.

*Physician* means a legally qualified medical doctor who is licensed to practice medicine, prescribe drugs or perform surgery, or any other licensed healthcare provider who is deemed to be the same as a legally qualified medical doctor. The physician must be acting within the scope of his/her license. A physician does not include the Insured Person or any Family member.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group life insurance plan.

*Policy* means the group policy issued to the Policyholder by us, including this Certificate.

*Policyholder* means Tooele City Corporation.

*Policy Anniversary* means July 1 of each Policy Year.

*Policy Effective Date* means July 1, 2009.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

*Prior Plan* means any similar insurance policy:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained, sponsored by or available through the Policyholder on the day before the Policy Effective Date.

*Retiree* means a former employee of the Policyholder who is a citizen or permanent resident of the United States

*Sickness* means a physical or mental disease, illness, infection, disorder or condition, including pregnancy and any drug or alcohol disorder, that requires treatment by a Physician, occurs after the Policy Effective Date and while insurance is in effect for an Insured Person.

*Spouse* means the person to whom you are legally married.

*Terminal Condition* means an Injury or Sickness that is expected to result in your death within the next 12 months as certified by an attending Physician's written statement.

*Written Request* means a request that is signed, dated and submitted to the Policyholder or us. The request must be on a form we supply or be in a form and content acceptable to us.

*You, Your* means the Retiree who may be eligible or insured under the Policy.

**Group Term Life Benefits**

**Tooele City Corporation**

**Group Number: G000AD5S**

**United of Omaha Life Insurance Company**

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

