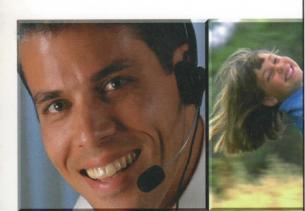
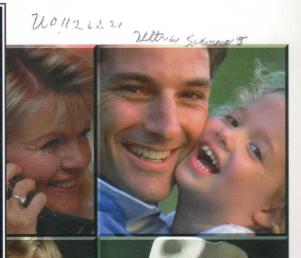
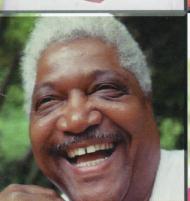
Mutual of Omaha Companies



The people of Mutual of Omaha are committed to helping our customers protect their families and businesses and secure their financial futures.

























United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 mutualofomaha.com



MAY 28, 2003

MAURINE P HAMILTON 9902 CHILDRESS DRIVE AUSTIN TX 78753-4332

Dear Policyowner:

Thank you for your recent purchase of the ULTRA SECURE 5 from United of Omaha Life Insurance Company. You have selected an excellent product from an insurance company committed to providing you safe but profitable growth.

If you have any questions about your ULTRA SECURE 5U01126221contact:

policy number

UNITED SERVICE CENTER AT 1-800-488-7566

ULTRA SECURE 5 gives you the benefit of doing business with one of the most respected companies in the insurance and financial-services industry. United of Omaha has earned an outstanding reputation for financial stability, prudent, responsible management of policyowners' dollars, and excellent customer service. United of Omaha's ratings reflect the respect and confidence with which nationally recognized, independent industry analysts regard our financial and investment-management strength.

We appreciate your business, and we look forward to assisting you in the months and years ahead. At United of Omaha, we are committed to helping assure your financial security...today and in the future.

Sincerely,

tum O. Jan

Steven D. Laune Vice President Customer Service Operation

0200H0120

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

a stock company

Annuity Policy

United of Omaha Life Insurance Company will pay you, if living, the annuity payments of this policy beginning on the Annuity Starting Date. If you die before the Annuity Starting Date and while this policy is in force, we will pay the Death Benefit according to the policy provisions.

READ YOUR POLICY CAREFULLY. It includes the provisions on the following pages.

THIS POLICY IS A LEGAL CONTRACT BETWEEN THE OWNER AND UNITED OF OMAHA LIFE INSURANCE COMPANY.

If you are not satisfied with your policy, return it to us or our agent within 30 days (or 30 days if your purchase is a replacement of another life or annuity policy) after you receive it. We will refund your purchase payment and cancel the policy as of its effective date.

This policy is a **deferred annuity with an option for additional purchase payments.** No dividends are payable.

This policy has an Interest Adjustment provision, which may increase or decrease your cash surrender value or partial withdrawal amount.

Upon written request, we will, within a reasonable time, send you additional factual information about the benefits and provisions of the policy you have purchased.

For customer service or questions about coverage, please call 1-800-488-7566.

John Attur () President

6221

Corporate Secretary

0202HEE260

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call United of Omaha Life Insurance Company's toll-free telephone number for information or to make a complaint at

1-800-488-7566

You may also write to the United of Omaha Life Insurance Company at:

UNITED OF OMAHA LIFE INSURANCE COMPANY P. O. BOX 3763 OMAHA, NEBRASKA 68103-0763 SPECIAL PRODUCT SERVICES

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance P.O. Box 149104 Austin, Tx. 78714-9104 FAX #(512) 475-1771

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact United of Omaha Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de United of Omaha Life Insurance Companys para información o para someter una queja al

1-800-488-7566

Usted también puede escribir a United of Omaha Life Insurance Company:

UNITED OF OMAHA LIFE INSURANCE COMPANY P. O. BOX 3763 OMAHA, NEBRASKA 68103-0763 SPECIAL PRODUCT SERVICES

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas P.O. Box 149104 Austin, Tx. 78714-9104 FAX #(512) 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMACIONES:

Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con la United of Omaha Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ANEXE ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

	POLICY DATA	
Policy Number:	U01126221	
Policy Owner(s):	MAURINE P HAMILTON	
Annuitant:	MAURINE P HAMILTON	
Annuitant's Age:	81	
Annuitant's Sex:	FEMALE	
Beneficiary:	See application or endorsement	
Annuity Type:	NON-QUALIFIED ANNUITY	
Effective Date:	MAY 28, 2003	
Annuity Starting Date:	MAY 28, 2017	
Initial Purchase Payment:	\$70,000.00	
Contract Forms:	6700L-1000	

INTEREST RATES

Interest Rate Guarantee Period: 5 Years

Guaranteed Interest Rate for the Interest Rate Guarantee Period: 3.05%

*This policy provides an additional 1% Interest Rate increase for the first policy year only. As a result, the Interest Rate for the first policy year only is the guaranteed Interest Rate shown above plus 1%.

Guaranteed Minimum Interest Rate after the Interest Rate Guarantee Period: 3%

WITHDRAWAL CHARGE PERCENTAGES

Policy Year	Percentage of Amount Withdrawn		
1	6%		
2	6%		
3	6%		
4	5%		
5	4%		
6+	0%		

POLICY VALUES

Table of Guaranteed Minimum Values Based on the Guaranteed Minimum Interest Rate Shown in the INTEREST RATES Section of the Data Pages For each \$1,000 of Purchase Payments

	Guaranteed	Cash
End of	Accumulation	Surrender
Policy Year	Value	Value
1	\$1,030.00	\$1,000.00
2	\$1,060.90	\$1,000.00
23	\$1,092.73	\$1,027.16
4	\$1,125.51	\$1,069.23
5	\$1,159.27	\$1,112.90
67	\$1,194.05	\$1,194.05
7	\$1,229.87	\$1,229.87
8	\$1,266.77	\$1,266.77
89	\$1,304.77	\$1,304.77
10	\$1,343.92	\$1,343.92
11	\$1,384.23	\$1,384.23
12	\$1,425.76	\$1,425.76
13	\$1,468.53	\$1,468.53
14	\$1,512.59	\$1,512.59
15	\$1,557.97	\$1,557.97
16	\$1,604.71	\$1,604.71
17	\$1,652.85	\$1,652.85
18	\$1,702.43	\$1,702.43
19	\$1,753.51	\$1,753.51
20	\$1,806.11	\$1,806.11

Data Pages

TABLE OF CONTENTS

PAGE

DEFINITIONS	1
GENERAL PROVISIONS	
Additional Purchase Payments	1
Consideration	1
The Entire Contract	1
Incontestability	2
Misstatement of Age or Sex	2
Nonparticipating	2
Taxes	
OWNER, ANNUITANT AND BENEFICIARY	2
Owner	2
Assignment	2
Death of Owner	2
Annuitant	3
Death of Annuitant	
Beneficiary	3
Beneficiary Change	3
VALUES AND CHARGES	
Accumulation Value	
Crediting Interest	
Interest Adjustment	
Partial Withdrawals or Cash Surrender	4
Waiver of Withdrawal Charges	5
Annual Report	6
Computations	6
POLICY LOANS AND REPAYMENTS	6
Loans	6
Loan Interest	7
Repayment	7
PAYMENT OF POLICY PROCEEDS	
General Conditions	
Payout Options	
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DEFINITIONS

Age means age last birthday.

Annuity Starting Date means the date selected by you on which the annuity payments are to begin. The Annuity Starting Date may be changed at any time, but the latest date allowed is the Policy Anniversary Date next following the annuitant's 95th birthday. If you do not select an Annuity Starting Date, the automatic starting date will be the Policy Anniversary Date next following the annuitant's 95th birthday.

Death Benefit means the current accumulation value on the date of death less any applicable premium taxes.

Executive Officer means the president, vice president, assistant vice president, the secretary or assistant secretary of United of Omaha Life Insurance Company.

Interest means the total dollar amount of Interest credited to any account balance as a result of the application of an Interest Rate to the account balance for a specified period of time.

Interest Rate means an annualized rate of Interest. (Note: To calculate Interest for any account, we will multiply the account balance by a daily periodic rate which, when compounded daily, will result in the account earning the Interest Rate set in accordance with the applicable provisions of this policy, assuming no withdrawals.)

Interest Rate Guarantee Period means the first five policy years beginning on the policy's date of issue and ending the day prior to the fifth Policy Anniversary Date.

Our, Us, and We means United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, Nebraska 68175.

Payee means the person who receives the annuity payments under this policy.

Policy Anniversary Date means the annually recurring month and day of the year when coverage began under this policy.

Proceeds means the the Death Benefit if the owner dies, or the cash surrender value.

You and Your means the owner of this policy.

GENERAL PROVISIONS

Additional Purchase Payments

You may make additional payments within the first year subject to a minimum of \$500. The maximum amount and frequency of any additional payments is subject to approval by us. Additional payments may be made to us or to an authorized agent.

Consideration

The consideration for this policy is the application and the initial purchase payment.

The Entire Contract

The entire contract is this policy, the data pages, any riders, endorsements and amendments, and the signed application, a copy of which is attached. All statements made in the application will be deemed representations and not warranties. We will not use any statement to contest this policy or deny a claim unless it is in the application.

Any change of this policy requires the written consent of an Executive Officer. No agent has the authority to change this policy or waive any of its terms.

We may amend this policy in order to qualify it as a tax-deferred annuity under the Internal Revenue Code of 1986, as amended. Any amendment may be effective as of the policy's effective date.

Incontestability

We will not contest this policy after it has been in force during your lifetime for two years from the effective date.

Misstatement of Age or Sex

If you have misstated the Age or sex of the annuitant, we will change the Annuity Starting Date and periodic payment amount based on the correct Age and sex.

If a misstatement results in payments that are too large, we will deduct the overpayments from future payments. If we have made payments that are too small, we will add the underpayments to the next payment. The adjustments will include 6% Interest.

Nonparticipating

No dividends will be paid. Neither you nor the beneficiary of this policy will have the right to share in our surplus earnings or profits.

Taxes

Premium taxes or similar taxes, if any, levied by any unit of government will be deducted as required by state law or when annuity payments begin.

OWNER, ANNUITANT AND BENEFICIARY

<u>Owner</u>

The owner is:

- (a) the annuitant; or
- (b) the person(s) named on the application as owner if different than (a). If joint owners are named on the application, the owner of the policy will be the joint owners. Any reference to owner in the policy includes both owners if joint owners are named.

While alive, only you may exercise the rights under this policy, unless the policy is assigned as described in the **Assignment** provision. We are not responsible for the validity or effect of any assignment. If there are joint owners, the signatures of both owners are needed to exercise any rights under the policy. If a collateral assignment is made, the collateral assignee will receive the payments under the policy, not the Payee.

Assignment

You may change the owner or pledge this policy as collateral by assigning it. The assignment must be in writing. No assignment will be binding on us until we record and acknowledge it. We are not responsible for the validity or effect of any assignment. The right of any Payee will be subject to a collateral assignment.

If the named beneficiary of this policy is irrevocable, a change of ownership or a collateral assignment may be made only by joint written request from you and the irrevocable named beneficiary.

On the Annuity Starting Date you may select a Payee other than yourself, but you retain all rights of ownership unless you sign an absolute assignment.

Death of Owner

If any owner dies before the Annuity Starting Date, the policy will end and we will pay the Death Benefit to the beneficiary. The Death Benefit must generally be paid within five years after the date of death. The five-year rule does not apply to any part of the Proceeds which:

- (a) is payable to or for the benefit of an individual named beneficiary or surviving spouse: and
- (b) will be paid over the lifetime or the life expectancy of that named beneficiary or surviving spouse;

as long as payments begin not later than one year after the date of the owner's death.

If any owner dies on or after the Annuity Starting Date and before all of the Proceeds have been paid, we will pay out any remaining Proceeds at least as rapidly as under the payout option in effect at the time of the owner's death.

If the owner of this policy is a corporation or other nonindividual, the primary annuitant will be treated as the owner of this policy for the purpose of administering the **Death of Owner** provision. The "primary annuitant" is that individual, the events in the life of whom affect the timing or the amount of the payout under this policy. A change in the primary annuitant will be treated as the death of the owner.

Annuitant

The annuitant is the person upon whose life the annuity payments are based. If the owner is different from the annuitant, the annuitant does not have any rights under this policy.

Death of Annuitant

If the annuitant is an owner or joint owner, the death of the annuitant will be treated as the death of an owner.

If the annuitant is not an owner and the annuitant dies before the Annuity Starting Date, you may name a new annuitant. If you do not name a new annuitant, you will become the annuitant.

Beneficiary

The beneficiary is:

- (a) the person(s) or legal entity you name in the application to receive the Death Benefit and referred to in the policy as the "named beneficiary"; or
- (b) if there are joint owners, the surviving joint owner, regardless of whether a beneficiary was named on the application. If both joint owners die simultaneously, we will pay the Death Benefit to the named beneficiary.

If the beneficiary is the surviving spouse, the spouse may either receive the Death Benefit and the policy will end, or the spouse may continue the policy in force as the owner.

If no beneficiary survives you, we will pay the Death Benefit to your estate.

Beneficiary Change

You may change the named beneficiary by sending us a written request, unless the beneficiary is irrevocable. When recorded and acknowledged by us, the change will be effective as of the date you signed the request. The change will not apply to any payments made or other action taken by us before recording.

If the named beneficiary is irrevocable, you may change the beneficiary only by joint written request from you and the irrevocable beneficiary.

VALUES AND CHARGES

Accumulation Value

The accumulation value is the purchase payments accumulated at the credited Interest Rates for all policy years, less any partial withdrawals, withdrawal charges, and any applicable premium tax. The guaranteed minimum Interest Rate applicable to the policy is shown in the INTEREST RATES section of the data pages. We will credit Interest from the date we receive the purchase payment until the Annuity Starting Date or the date of cash surrender. Interest will not be credited on any partial withdrawal amounts as of the date of withdrawal.

Crediting Interest

During the Interest Rate Guarantee Period, Interest will be credited to the accumulation value from the date the purchase payment is received by us. The guaranteed Interest Rate for the Interest Rate Guarantee Period will be set in advance using a procedure approved by our Board of Directors, and is then guaranteed for the Interest Rate Guarantee Period. The guaranteed Interest Rate will never be less than the guaranteed minimum Interest Rate shown on the data pages.

After the Interest Rate Guarantee Period, we may declare on or prior to each Policy Anniversary Date an Interest Rate in excess of the guaranteed minimum Interest Rate shown on the data pages to be credited for the next policy year. Any such rate will be guaranteed for one policy year and will be determined using a procedure approved by our Board of Directors.

When your accumulation value equals or exceeds \$100,000, we will increase your Interest Rate. The increase will be 0.25% above the Interest Rate in effect at any time the accumulation value equals or exceeds \$100,000. When your accumulation value is less than \$100,000, your Interest Rate will not include the 0.25% increase.

Any additional Interest earned from the 0.25% increase is guaranteed, even if the accumulation value later becomes less than \$100,000.

The 0.25% Interest Rate increase applies both during and after the Interest Rate Guarantee Period.

Interest Adjustment

If you request a cash surrender or partial withdrawal during the Interest Rate Guarantee Period, an Interest adjustment factor may be applied in determining the cash surrender or partial withdrawal amount. The amount of the Interest adjustment may increase or decrease your cash surrender value or partial withdrawal amount. In no event will the Interest adjustment result in the Interest rate being credited to be less than the guaranteed minimum Interest Rate shown on the data pages.

The increase or decrease in the cash surrender value or partial withdrawal amount due to the Interest adjustment will never exceed, in the positive or negative direction, the amount of any excess Interest earned in the 12-month period prior to the date of your request. The Interest adjustment is limited to the excess interest earned on the amount being withdrawn. For purposes of this provision, excess Interest means the dollar amount of Interest earned in the 12-month period prior to the date of the cash surrender or partial withdrawal request, which exceeds the amount of Interest that would have been earned for that period had the Interest Rate been the guaranteed minimum Interest Rate shown on the data pages.

If the Interest Rate at the time of cash surrender or partial withdrawal is higher than the Interest Rate guaranteed for the Interest Rate Guarantee Period, the Interest adjustment will always be downward. If the Interest Rate at the time of cash surrender or partial withdrawal is lower than the Interest Rate guaranteed for the Interest Rate Guarantee Period, the Interest adjustment will always be upward.

An Interest adjustment factor is calculated as follows:

- (a) the guaranteed Interest Rate shown on the data pages minus the guaranteed Interest Rate being credited to purchase payments for new contracts; multiplied by
- (b) the number of months left before the end of the Interest Rate Guarantee Period; divided by
- (c) 12; plus
- (d) 1.

An Interest adjustment will not be applied:

- (a) at any time after the Interest Rate Guarantee Period;
- (b) to the conditions listed in the Waiver of Withdrawal Charges provision; or
- (c) in the circumstances listed in the Partial Withdrawals or Cash Surrender provision.

Partial Withdrawals or Cash Surrender

You may withdraw all or part of the accumulation value prior to or at the Annuity Starting Date. The minimum amount that may be withdrawn is \$100. We will limit a partial withdrawal to an amount such that the cash surrender value remaining after we process your partial withdrawal will not be less than \$1,000.

Partial withdrawals and cash surrenders made during the Interest Rate Guarantee Period may be subject to a withdrawal charge and an Interest adjustment as described in the Interest Adjustment provision. The withdrawal charge percentages are shown on the data pages.

If you request a partial withdrawal, the partial withdrawal amount equals:

- (a) the partial withdrawal amount you request to be withdrawn; multiplied by
- (b) the Interest adjustment factor as described in the Interest Adjustment provision, if applicable; multiplied by
- (c) 1 minus the applicable withdrawal charge percentage.

If you request a cash surrender, you must return the policy to us to receive the cash surrender value. The cash surrender value equals:

- (a) the accumulation value as of the date of cash surrender; multiplied by
- (b) the Interest adjustment factor as described in the Interest Adjustment provision, if applicable; multiplied by
- (c) 1 minus the applicable withdrawal charge percentage; less
- (d) any outstanding loans and loan Interest due.

The cash surrender value will never be less than the purchase payments less any partial withdrawals, applicable premium tax and any outstanding loans and loan interest.

We will waive any withdrawal charges and Interest adjustments for the conditions listed in the **Waiver of Withdrawal Charges** provision. In addition, any withdrawal charges and any Interest adjustments will not apply in the following circumstances:

- (a) payment of the Death Benefit;
- (b) after the first two policy years, amounts placed under Payout Option 4 (Lifetime Income);
- (c) a qualified plan required minimum distribution amount which is based solely on the accumulation value of this policy; or
- (d) amounts you paid in excess of the allowable tax deduction that we refund to you.

We may defer any partial withdrawals or a cash surrender for six months.

Waiver of Withdrawal Charges

We will waive any applicable withdrawal charges and Interest adjustments if you request a partial withdrawal or cash surrender under the following conditions, provided that you are eligible as described below.

For the purposes of this provision, a physician means a person licensed in the United States to practice the healing arts and acting within the scope of his or her license in treating an injury or illness. It does not include you, the annuitant or a member of your family or the annuitant's family.

1. Confinement to a Hospital or Nursing Home

We will waive withdrawal charges if any owner is confined at the recommendation of a physician for medically necessary reasons for at least 30 consecutive days to:

- (a) a hospital licensed or recognized as a general hospital by the proper authority of the state in which it is located:
- (b) a hospital recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- (c) a place certified as a hospital by Medicare;
- (d) a nursing home licensed by the state having a registered nurse or licensed practical nurse on duty 24 hours a day; or
- (e) a place certified by Medicare as a long-term care facility.

You must provide proof of confinement and request the partial withdrawal or cash surrender no later than 91 days after the last day of confinement. Proof of confinement may be:

- (a) hospital or nursing home bills illustrating confinement for at least 30 consecutive days; or
- (b) a letter from your physician stating you have been confined to a hospital or nursing home for at least 30 consecutive days.

You are not eligible for this waiver if any owner was confined to a nursing home or hospital on this policy's effective date.

2. Disability

We will waive withdrawal charges if you send us a copy of the form or letter showing approval or receipt of any owner's claim for Social Security Disability Benefits. We may also ask for proof of continued disability through the date of the partial withdrawal or cash surrender.

"Disability" means the inability to perform the substantial and material duties of any occupation or activities of daily life, or a medical condition presenting a significant likelihood of permanent disability or premature death. Proof must be provided within 91 days from the date we request it. In addition, we reserve the right to have the disabled person examined by a physician of our choice, at our expense. If the examining physician does not agree that a qualifying disability is present, we will seek a second opinion at our expense for a final determination.

You are not eligible for this waiver if any owner is receiving Social Security Disability Benefits on this policy's effective date. An owner is no longer eligible for this waiver after attaining age 65.

3. Terminal Illness

We will waive withdrawal charges if any owner is diagnosed as having a terminal illness. A terminal illness is a medical condition that, with a reasonable degree of medical certainty, will result in your death within 12 months or less from the date of the physician's statement. You must send us a written statement from a licensed physician other than an owner or annuitant of this policy, or a relative of an owner or annuitant of this policy.

We reserve the right to have the terminally ill person examined by a physician of our choice, at our expense. If the opinion of our physician differs from that of the owner's physician, then we will obtain, at our expense, a third opinion by a physician who is acceptable to both you and us. The third opinion will be binding on us.

You are not eligible for this waiver if any owner is diagnosed as having a terminal illness prior to or on this policy's effective date.

Annual Report

Once a year we will send you a report showing the current value of your policy. There will be no charge for this report.

Computations

We have filed a detailed statement of the method used to compute the policy values and benefits with the state in which this policy is delivered. The accumulation value, cash surrender value, Death Benefit and paid-up annuity benefit are not less than those required by the state in which this policy is delivered.

POLICY LOANS AND REPAYMENTS

Loans

Loans are only available for non-qualified plans as shown on the data pages under annuity type.

After the first year, you may borrow part of the accumulation value if you request the loan before the Annuity Starting Date. This policy will be the sole security for the loan. You must complete and sign an agreement in the form we require. You may only have one outstanding loan during the Interest Rate Guarantee Period.

The minimum loan allowed is \$1,000. The maximum loan amount is 50% of the accumulation value at the time of the loan request.

We may defer any loan for six months.

Loan Interest

The loan Interest Rate is 4.75%, payable in arrears. Any Interest not paid will be added to the loan and charged the same rate as the loan.

We will credit 3% Interest to any loan amounts.

Repayment

You may repay the loan at any time prior to the Annuity Starting Date. Any part of the loan not repaid before the Annuity Starting Date will be deducted from the Proceeds. The Death Benefit will be reduced by the amount of any loan outstanding on the date of the owner's death.

PAYMENT OF POLICY PROCEEDS

General Conditions

You may choose any of the options for payment shown in the **Payout Options** provision. If you do not choose an option, Option 4, with a guaranteed period of 10 years, will be the automatic option.

A beneficiary may also have the Death Benefit applied to a payout option. If the beneficiary does not choose an option within 60 days of the date we receive due proof of death, we will make payment in a lump sum.

If the option chosen provides for periodic income payments, the payments will begin on the Annuity Starting Date. We will pay the Proceeds in one sum when the payout option chosen would result in periodic payments of less than \$20. Payees must be individuals who receive payments in their own behalf unless we agree to another arrangement. Any option chosen will be effective when we acknowledge it. We may require proof of your Age or survival, or the Age or survival of the annuitant.

The guaranteed Interest Rate used in these options is 3%. Using a procedure approved by our Board of Directors, we may pay or credit additional Interest annually.

Payout Options

1. Proceeds Held on Deposit at Interest

While the Proceeds are held by us, we will annually pay Interest to the Payee or add Interest to the Proceeds.

2. Income of a Specified Amount

We will pay the Proceeds in installments of a specified amount until the Proceeds with Interest have been fully paid.

3. Income for a Specified Period

We will pay the Proceeds in installments for the number of years you choose. The monthly incomes for each \$1,000 of Proceeds are shown in the following table. These amounts include Interest. We will provide the income amounts for payments other than monthly upon request.

Years Chosen	Monthly Income	Years Chosen	Monthly Income	Years Chosen	Monthly Income
1	\$84.47	8	\$11.68	15	\$6.87
2	42.86	9	10.53	16	6.53
3	28.99	× 10	9.61	17	6.23
4	22.06	11	8.86	18	5.96
5	17.91	12	8.24	19	5.73
6	15.14	13	7.71	20	5.51
- 7	13.16	14	7.26		

4. Lifetime Income

We will pay the Proceeds as a monthly income for as long as the annuitant lives. The following guarantees are available:

- (a) **Guaranteed Period** We will pay the monthly income for a minimum of 10 years and as long thereafter as the annuitant lives; or
- (b) **Guaranteed Amount** We will pay the monthly income until the sum of all payments equals the Proceeds placed under this option and as long thereafter as the annuitant lives.

We will compute the income amount using one of the following bases:

- (a) the Lifetime Monthly Income Table shown in this policy, which is based on the 1983a Mortality Table and Interest at 3%; or
- (b) if more favorable to the Payee, our then current lifetime monthly rates for payment of policy Proceeds.

5. Lump Sum

We will pay the Proceeds in one sum.

6. Alternative Schedule

Upon request, and if available, we will provide payments for other options, including joint and survivor periods.

You may obtain additional information about any of the options by contacting us.

Lifetime Monthly Income Table for Option 4

Monthly Income for Each \$1,000 of Proceeds

Age Last Birthday	Guara	anteed		Guaranteed Amount		Guaranteed Period		Guaranteed Amount		Age Last Birthday		anteed riod		anteed ount
of Payee	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Female		Female	Birthday of Payee		Female		Female	of Payee		Female	a second and a second and a second and a second and a second a second a second a second a second a second a se	Female
7 and	male	remate	maic	1 childre	orrayee	Intere	- cindic	Interio				100.000		U B see
under	\$2.84	\$2.77	\$2.83	\$2.76	den and	a a a a a a	a men	ICS.IN	a luso	and a little	D of 9	detroy	1 9101	11.10
8	2.85	2.78	2.84	2.77	34	\$3.40	\$3.23	\$3.36	\$3.20	60	\$5.14	\$4.66	\$4.86	\$4.48
9	2.86	2.79	2.85	2.78	35	3.44	3.26		3.23	61	5.27	4.76	4.96	4.56
10	2.87	2.80	2.86	2.79	36	3.48	3.29	3.42	3.26	62	5.39	4.87	5.07	4.66
11	2.89	2.81	2.88	2.80	37	3.52	3.32	3.46	3.29	63	5.53	4.98	5.19	4.75
12	2.90	2.82	2.89	2.82	38	3.56	3.35	3.49	3.32	64	5.66	5.10	5.30	4.86
13	2.91	2.83	2.90	2.83	39	3.60	3.38	3.53	3.35	65	5.81	5.22	5.43	4.96
14	2.93	2.85	2.92	2.84	40	3.65	3.42	3.57	3.38	66	5.96	5.36	5.56	5.08
15	2.95	2.86	2.93	2.85	41	3.69	3.46	3.61	3.42	67	6.12	5.50	5.70	5.20
16	2.96	2.87	2.95	2.86	42	3.74	3.50	3.66	3.45	68	6.28	5.65	5.85	5.33
17	2.98	2.89	2.96	2.88	43	3.79	3.54	3.70	3.49	69	6.44	5.80	6.00	5.47
18	3.00	2.90	2.98	2.89	44	3.85	3.58	3.75	3.53	70	6.61	5.97	6.16	5.61
19	3.01	2.92	3.00	2.91	45	3.90	3.63	3.80	3.57	71	6.79	6.14	6.33	5.76
20	3.03	2.93	3.02	2.92	46	3.96	3.67	3.85	3.61	72	6.96	6.32	6.51	5.93
21	3.05	2.95	3.04	2.94	47	4.02	3.72	3.90	3.66	73	7.14	6.50	6.69	6.10
22	3.07	2.96	3.06	2.95	48	4.09	3.78	3.96	3.70	74	7.32	6.69	6.90	6.28
23	3.09	2.98	3.08	2.97	49	4.15	3.83	4.01		75	7.50	6.89	7.10	6.47
24	3.12	3.00	3.10	2.99	50	4.22	3.89	4.07	a contraction of the	76	7.67	7.09	7.32	6.68
25	3.14	3.02	3.12	3.01	51	4.30	3.95	4.14		77	7.84	7.29	7.54	6.90
26	3.16	3.04	3.14	3.02	52	4.37	4.01	4.20		78	8.01	7.49	7.78	7.12
27	3.19	3.06	3.16	3.04	53	4.45	4.08	4.27	3.97	79	8.18	7.69	8.03	7.37
28	3.22	3.08	3.19	3.06	54	4.54	4.15		4.03	80	8.33	7.89	8.30	7.64
29	3.24	3.10	3.21	3.09	55	4.62	4.22	4.42		81	8.48	8.08	8.58	7.90
30	3.27	3.12	3.24	3.11	56	4.72	4.30	4.50		82	8.61	8.26	8.88	8.20
31	3.30	3.15	3.27	3.13	57	4.82	4.38	4.58		83	8.74	8.43	9.19	8.50
32	3.33	3.17	3.30	3.15	58	4.92	4.47	4.67		84	8.86	8.59	9.53	8.81
33	3.37	3.20	3.33	3.18	59	5.03	4.56	4.77	4.39	85	8.97	8.74	9.83	9.18
1.18		10.00								and over	1.1.1		100	

	BA
UNITED OF OMAHA LIFE Home Office: Muta Omaha, Nebr	al of Omaha Plaza
Type of Annuity: Mon-Qualified	Ultra-Secure SPDA Guaranteed Initial Interest Rate:% S Year 7 Year Qualified/IRA
[1035 Exchange	IRA Rollover IRA Transfer SEP SAmount Contract Year SAmount Contract Year
1. ANNUITANT Name_Maurine P. Hamilton Address 9902 Chilless Drive City_AUSTIN_State_IX_ZIP_78753	Social Security Number 459202593 Telephone (5D) 836-1930 Sex \Box Male \Box Female Age <u>81</u> Date of Birth <u>10</u> $2/21$ <u>Mo.</u> Day Year E-Mail Address
2. OWNER (if different than Annuitant) Name Address CityStateZIP	Social Security Number Sex Male Female Telephone () Sex Male Female Age Date of Birth / / E-Mail Address
3. JOINT OWNER (if applicable) Name Address CityStateZIP	Social Security Number Sex
4. BENEFICIARIES: Primary Beneficiary Sylvia L. Hamilton Relationship to Owner Daughter Social Security or Tax I.D. No. 49984-1932	Contingent Beneficiary <u>Alan L. Hamilton</u> Relationship to Owner <u>Son</u> Social Security or Tax I.D. No. <u>463 - 76-6490</u> unuity starting date is not selected, your annuity starting date will be
5. ANNUITY STARTING DATE:/ If an an the policy anniversary date following the annuitant's 95th birth payments begin.	day. The annuity starting date is the date on which annuity income
6. <u>\$ 70 K</u> Purchase Payment with application. 7. EFFECTIVE DATE: <u>5 / 30/ 03</u>	U01126221 BA
8. REPLACEMENT. Will this annuity replace or change any exit	isting life insurance or annuity? Yes No If "Yes," give name Policy Number
The statements in this application are true and complete to the representative is authorized to waive or change any of the conditi application and the policy will take effect on the later date of the Effect Company receives the purchase payment. The initial interest rate we be guaranteed for the initial interest period shown above. The annuit	best of my knowledge and belief. I understand that no agent or ons or provisions in the policy. The policy, which consists of this ective Date shown above or the date United of Omaha Life Insurance ill be the current rate available on the policy Effective Date and will ant must be living on the date the policy goes into force.
The Ultra-Secure SPDA policy has an Interest Adjustment prov or partial withdrawal amount.	ision, which may increase or decrease your cash surrender vame
9. OWNER'S SIGNATURE (x) Maurine P. Ho Signed at <u>Austin</u> City	DATE 5/30/03 TX State
JOINT OWNER'S SIGNATURE X	DATE
AGENT'S INFORMATION: Do you have any reason to be insurance policy? I Yes I No (If 'Yes," fulfill all state require	elieve the policy applied for will replace or modify any existing rements.) AGENT/BROKER PRODUCTION NUMBER 303197
AGENT/BROKER NAME (Please print) Brian Dud AGENCY/BROKERAGE NAME FARGNOLD D.O.	PHONE NUMBER
AGENCY/BROKERAGE ADDRESS 11149 Research BIL	CITY AUSTIN STATE TX ZP 18950

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IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law is found in the **Texas Insurance Code**, Article 21 28-D.)

BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.

Eligibility for Protection by the Association

When an insurance company which is a member of the Association is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- residents of Texas at the time that their insurance company is impaired
- residents of other states, ONLY if the following conditions are met:
 - 1) The policyholder has a policy with a company based in Texas;
 - 2) The company has never held a license in the policyholder's state of residence:
 - 3) The policyholder's state of residence has a similar guaranty association; and
 - 4) The policyholder is **not eligible** for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- up to a total of \$200,000 for one or more policies for each individual covered.

Life Insurance:

- net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- death benefits up to a total of \$300,000 under one or more policies on any one life.

Individual Annuities:

- net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contractholder.

Group Annuities:

- net cash surrender amount up to \$100,000 in allocated benefits under one or more policies owned by one contractholder, or
- net cash surrender amount up to \$5,000,000 in unallocated benefits under one contractholder regardless of the number of contracts.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.

When you are selecting an insurance company, you should not rely on coverage by the Association.

Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association 301 Congress, Suite 500 Austin, Texas 78701 800-982-6362 Texas Department of Insurance P.O. Box 149091 Austin, Texas 78714-9104 800-252-3439 IMPORTANT EFFORM ABOUT COVERAGE UNDER THE TEXAS LIFE. ACCIDENT HEALTH AND BORFITAL REBVICE EVERANCE GUARANTT ABSOCIATION

. If neurages conclusive which are members of the Association are alightle for this protection

This policy is a **Deferred Annuity with an option for Additional Purchase Payments**. No dividends are payable.

This policy has an Interest Adjustment provision, which may increase or decrease the cash surrender or partial withdrawal value.



UNITED OF OMAHA LIFE INSURANCE COMPANY Mutual of Omaha Plaza Omaha, NE 68175 402 342 7600 mutualofomaha.com

JUNE 07, 2004

MAURINE P HAMILTON 9902 CHILDRESS DRIVE AUSTIN TX 78753-4332

Your Annual Statement

Policy Number U01126221 For: MAURINE P HAMILTON

Your Annuity policy with UNITED OF OMAHA continues to be an exceptional product for you. While you are currently enjoying the advantages of tax-deferred savings, your deposit continues to grow without an annual policy charge.

The strength and security of UNITED OF OMAHA allows you the comfort of seeing your deposit grow with a Company that has earned an outstanding reputation for financial stability, prudent, responsible management of policyowner dollars and excellent customer service.

Cash Value as of 05/28/03	\$0.00
Deposits for the Period	\$70,000.00
Partial Withdrawals for the Period	\$0.00
Withdrawal Charges for the Period	\$0.00
Interest Adjustments for the Period	\$0.00
Interest Credited for the Period	\$2,835.00
*Withdrawal Charge	\$4,372.88
*Interest Adjustment	\$46.46
Current Cash Value as of 05/28/04	\$72,835.00
Surrender Value as of 05/28/04	\$70,000.00

* This withdrawal charge and interest adjustment would only be applied if your policy were surrendered as of the date of this statement.

If you have any questions about your Annuity policy contact: UNITED SERVICE CENTER AT 1-800-646-7592

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MUTUAL OF OMAHA PRIVACY NOTICE PERSONAL INFORMATION

This Privacy Notice applies to the Personal Information of customers of the Mutual of Omaha companies. The companies include:

- Mutual of Omaha Insurance Company
- Mutual of Omaha Investor Services, Inc.
- Mutual of Omaha Marketing Corporation
- United of Omaha Life Insurance Company
- United World Life Insurance Company
- Companion Life Insurance Company
- Exclusive Healthcare, Inc.
- Omaha Property and Casualty Insurance Company

This Notice applies to our current as well as former customers.

Why You Are Receiving This Notice

The federal Financial Services Modernization Act and state privacy laws require us to send you an annual Notice. This Notice describes how we collect, use, and protect the Personal Information you entrust to us.

Depending on the type of products you have with us, you may also receive a privacy notice required by a federal law, which relates to the privacy of your medical information. That notice is titled "Privacy Notice --Medical Information .

Personal Information

Personal Information means information that we collect about you such as name, address, Social Security number, income, marital status, employment and similar personal information.

Information We Collect

In the normal course of business we may collect Personal Information about you from:

- Applications or other forms we receive from you.
- Your transactions with us, such as your payment history.
- Your transactions with other companies.
- Mutual of Omaha websites (such as that provided through online forms, site visitor data and online information collecting devices known as "cookies").
- Other sources (such as motor vehicle reports, government agencies and medical information bureaus).
- Consumer-reporting agencies.

How We Protect Your Information

We restrict access to your Personal Information. It is given only to:

- The employees of the Mutual of Omaha companies.
- Others who need to know the information to provide our insurance or financial services to you.

We have physical, electronic and procedural safeguards in place to make sure your Personal Information is protected. These safeguards follow legal standards and established security standards and procedures.

Sharing Within Mutual of Omaha

Your Personal Information

The law allows us to share much of your Personal Information among the Mutual of Omaha companies for many uses, including the marketing of our own products. We may do so without your prior authorization, and the law does not allow you to restrict the sharing. The type of information we share could include:

- Your name.
- Your Social Security number.
- Other identifying information you give us.
- Your transactions with us, such as your payment history.

We do not share your medical information, except to the extent we are required or permitted to under federal or state law.

Your Creditworthiness Information

We may also share certain information about your creditworthiness among the Mutual of Omaha companies. We do so to make it easier to do business with us. It also lets us better match our products and services with your needs. For example, one of our insurance companies may share information with another of our insurance companies. Creditworthiness includes:

- Your marital status.
- Your income.
- Your employment history.
- Your credit history.

If we did not share this information among our companies, you might be required to provide the same information each time you apply for one of our products or services.

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Sharing With Third Parties

We may share your Personal Information with third parties outside the Mutual of Omaha companies. For example:

- With our agents and brokers.
- With banks and credit card companies.
- With financial institutions with whom we have joint marketing agreements.

We do so to tell you about other products or services that we or other companies may offer that may be of interest to you. We may also share your Personal Information with third parties we contract with to perform functions on our behalf.

We do not share your medical information, except to the extent we are required or permitted to under federal or state law.

Important Privacy Choices

You have the right to tell us to not share your Personal Information with third parties. Even if you tell us to not share your Personal Information with third parties, we may still disclose your Personal Information for those purposes that are required or permitted by law. For example:

- To respond to a judicial process or government regulatory authority.
- To process an insurance transaction that you request.
- To service your account, such as paying a claim.
- To allow third parties to perform insurance functions on our behalf.
- To offer insurance and financial products to you, as part of a joint marketing agreement with another financial institution.

You also have the right to tell us to not share information about your creditworthiness among the Mutual of Omaha companies. You may tell us:

- 1. To not share your Personal Information with third parties outside the Mutual of Omaha companies except as required or permitted by law, and
- 2. To not share information about your creditworthiness among the Mutual of Omaha companies.

Just call us toll free at:

1-800-522-6912

Your request will apply to all of the products you have with us. If there is more than one owner of any insurance product or service, any one of you may request that we not share information on behalf of yourself and the other owners.

When you call us, please be prepared to give us the following information for each owner:

- Policy or account number
- First name, middle initial and last name.
- Address, city, state, and zip code.

We will honor your request for as long as you are our customer and for as long as we keep information about you.

If you have already told us to not share your information, it is not necessary to tell us again. Your request will remain on file with us until you ask for a change.



UNITED of OMAHA LIFE INSURANCE COMPANY Mutual of Omaha Plaza Omaha, NE 68175 402 342 7600 mutualofomaha.com

JUNE 07, 2004

MAURINE P HAMILTON 9902 CHILDRESS DRIVE AUSTIN TX 78753-4332

Your Annual Statement

Policy Number U01126221 For: MAURINE P HAMILTON

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The strength and security of UNITED OF OMAHA allows you the comfort of seeing your deposit grow with a Company that has earned an outstanding reputation for financial stability, prudent, responsible management of policyowner dollars and excellent customer service.

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Withdrawal Charges for the Period	\$0.00
Interest Adjustments for the Period	\$0.00
Interest Credited for the Period	\$2,835.00
*Withdrawal Charge	\$4,372.88
*Interest Adjustment	\$46.46
Current Cash Value as of 05/28/04	\$72,835.00
Surrender Value as of 05/28/04	\$70,000.00

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 mutualofomaha.com



MAY 28, 2003

MAURINE P HAMILTON 9902 CHILDRESS DRIVE AUSTIN TX 78753-4332

Dear Policyowner:

Thank you for your recent purchase of the ULTRA SECURE 5 from United of Omaha Life Insurance Company. You have selected an excellent product from an insurance company committed to providing you safe but profitable growth.

If you have any questions about your ULTRA SECURE 5 U01126221 contact: policy number

UNITED SERVICE CENTER AT 1-800-488-7566

ULTRA SECURE 5

gives you the benefit of doing business with one of the most respected

