

UNITED *of* OMAHA LIFE INSURANCE COMPANY

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

A Stock Company
(herein called the Company)

has issued this Policy to **Brotherhood of Locomotive Engineers & Trainmen - Norfolk Southern - Southern**

(herein called Policyholder)

This Policy is issued in consideration of:

- (a) the terms, conditions and limitations of this Policy; and
- (b) the application for this Policy, a copy of which is attached.

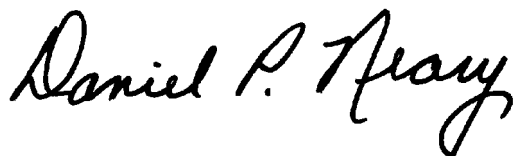
This Policy is effective January 1, 2012, at 12:01 a.m., Standard Time, at the main office of the Policyholder.

The Company agrees to pay the Insured Persons the benefits to which they are entitled, subject to the terms, conditions and limitations of this Policy.

The Certificate of Insurance, Form 7000CI-U-EZ No. 6, is made a part of this Policy.

This Policy is issued in and is subject to Pennsylvania law.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

GROUP POLICY NO. GUG-AKGK

(herein called Policy)
(As Revised January 1, 2012)



Mutual *of* Omaha

GENERAL PROVISIONS

Capitalized terms not defined in these GENERAL PROVISIONS are defined in the Certificate or any other document made a part of this Policy.

1. CHANGE IN PREMIUM RATES

The Company has issued this Policy based upon current information regarding:

- (a) the industry of the Policyholder and the age, gender, occupation, earnings, location, and size of the Policyholder's employee population; and
- (b) laws, regulations and judicial and administrative orders and decisions affecting benefits and the cost of administration.

Accordingly, the Company reserves the right to change premium rates on or after the date there is a change in any of the factors described in (a) or (b) above resulting from or relating to:

- (1) an increase in premium tax, guarantee or uninsured fund assessment, or other governmental charge based upon or related to premium;
- (2) a merger or consolidation, or an acquisition or divestiture (through stock, assets or exchange) of all or part of a business enterprise affecting the Policyholder's employee population; or
- (3) the enactment, issuance, amendment, or enforcement of any law, regulation, judicial or administrative order or decision.

In addition to the right to change premium rates in accordance with the preceding paragraphs, the Company may change premium rates:

- (a) any time after the most recent Rate Guarantee Date shown in this Policy, provided the Company has given at least 60 days advance written notice of the premium rate increase;
- (b) on or after the date there is a change in benefits or eligibility for benefits under the Policy; or
- (c) on or after the date there is an increase or a decrease of 10% or more in the number of employees insured under the Policy.

2. PAYMENT OF PREMIUMS

The first premium Due Date is the effective date of this Policy for the Period of Coverage beginning on that date and ending on the last day of the same month. Premiums for each subsequent Period of Coverage are due by the corresponding Due Date:

<u>Period of Coverage</u>	<u>Due Date</u>
January 1 through January 31	January 1
February 1 through February 28 or 29	February 1
March 1 through March 31	March 1
April 1 through April 30	April 1
May 1 through May 31	May 1
June 1 through June 30	June 1
July 1 through July 31	July 1
August 1 through August 31	August 1

September 1 through September 30
October 1 through October 31
November 1 through November 30
December 1 through December 31

September 1
October 1
November 1
December 1

The premium payable for each Period of Coverage is the sum of the individual premiums for each Insured Person. Individual premiums are based on an Insured Person's classification when a Period of Coverage begins.

Payment should be made to the Company:

- (a) at a lockbox designated by the Company;
- (b) at its Home Office; or
- (c) at another location authorized in writing by an officer of the Company.

Premium shall be considered to be paid on the date the premium is received at the location described in (a), (b) or (c) in the preceding paragraph.

If this Policy terminates for any reason:

- (a) the Policyholder is liable for all premiums to the date of termination, including premiums for any grace period or part of any grace period; and
- (b) all unpaid premiums are due no later than the date of termination.

3. GRACE PERIOD

Premium is due and payable on or before the Due Date shown in the GENERAL PROVISION 2. herein (PAYMENT OF PREMIUMS). After the first premium has been paid, a grace period of 45 days from each Due Date shall be granted for payment of premium. If the Policyholder does not pay the premium by the end of the grace period, this Policy shall automatically terminate at the end of the grace period in accordance with GENERAL PROVISION 4. herein (POLICY TERMINATION BY THE POLICYHOLDER). This Policy will remain in force during the grace period; except, if the Policyholder has given advance written notice to the Company that this Policy will terminate prior to the end of the grace period, this Policy will remain in force only until the termination date.

4. POLICY TERMINATION BY THE POLICYHOLDER

This Policy shall be considered terminated by the Policyholder on the earliest of:

- (a) the end of the grace period, if all due premium is not paid by then;
- (b) the day chosen by the Policyholder, if advance written notice is given to the Company; or
- (c) the day a premium increase is effective but has not been accepted in writing by the Policyholder.

5. POLICY TERMINATION BY THE COMPANY

Following at least 31 days advance written notice to the Policyholder, the Company has the right:

- (a) to terminate this Policy if the number of employees insured is less than 10 or less than 75% of those eligible for insurance;

- (b) to terminate either this Policy or any dependents' insurance if the number of employees with dependents insured is less than (Not Applicable) of those employees who have eligible dependents; or
- (c) to terminate this Policy any time after the most recent Rate Guarantee Date shown in this Policy, unless this termination right is inconsistent with any Termination Rider which is made a part of this Policy.

6. REINSTATEMENT AFTER TERMINATION OF THIS POLICY

If this Policy terminates for any reason, it may be reinstated at the Company's sole discretion. The Company may choose not to reinstate the Policy. The Policy may be reinstated only if:

- (a) an officer of the Company agrees in writing to reinstate the Policy;
- (b) the Policyholder agrees in writing to accept any written conditions of reinstatement imposed by the Company; and
- (c) the Policyholder pays the Company all premiums then due and unpaid, including any premium for the time insurance was in effect during the grace period.

7. INDIVIDUAL CERTIFICATE

The Company will issue the Policyholder individual Certificates for delivery to Insured Persons. The Certificate describes insurance coverage under the Policy and any conversion rights available upon termination of coverage.

8. MISSTATEMENT OF AGE

If the age of an Insured Person has been misstated, the Company will make an adjustment either:

- (a) in premiums; or
- (b) in the amount of insurance, if the amount of insurance depends on age. If the amount of insurance is increased, the Company must first receive all additional premiums.

9. INCONTESTABLE CLAUSE

The Company will not contest the validity of this Policy after it has been in force one year, except for nonpayment of premium.

10. INFORMATION TO BE FURNISHED BY THE POLICYHOLDER/PRIVACY

The Policyholder is responsible for keeping confidential insurance records. These records are to be kept in a way which will assure the privacy of medical and other personal information. The records must show:

- (a) persons insured by classification and any persons eligible but not insured;
- (b) the amount of money contributed by the Policyholder toward premiums; and
- (c) any other insurance information which the Company may reasonably request.

These records and any other insurance information which the Policyholder has or reviews will be used by the Policyholder only for the purpose of Policy administration.

The Policyholder will furnish, as the Company requires, any insurance information on the Company's forms which are needed for insurance administration.

The Policyholder's books and records which may have a bearing on the insurance under this Policy shall be open to the Company for inspection. The books and records may be inspected at any reasonable time while this Policy is in force, and for one year afterwards.

The Policyholder shall provide the Company written notice within 60 days after any Insured Person's eligibility for coverage under this Policy ends. If the Company does not receive such written notice within this 60 day time period, the Policyholder shall pay to the Company a late notice charge equal to the amount of the premium that would otherwise be payable for the coverage for such person from the date the person's eligibility ended until 60 days prior to the date on which the Company received written notice of ineligibility from the Policyholder.

In addition to the Policyholder's obligation to pay the late notice charge, at its sole discretion, the Company may require the Policyholder to reimburse the Company in an amount equal to:

- (a) the amount of any claims paid on behalf of the ineligible person during the time the person was ineligible; less
- (b) the amount of the late notice charge.

The Policyholder shall pay the late notice charge and/or reimburse the Company for claims in accordance with this provision within 60 days after receipt of the Company's written request for payment. The Company may satisfy the late notice charge by retaining an amount equal to the charge from any premium remitted by the Policyholder to the Company on behalf of any ineligible person. The late notice charge and any amount of claims reimbursed to the Company in accordance with this provision shall not be considered to be premium for coverage under the Policy.

The Company's right to receive the late notice charge and reimbursement for claims in accordance with this provision shall not preclude the Company from pursuing any other remedies available to the Company.

UNITED *of* OMAHA LIFE INSURANCE COMPANY

If required by state law, Countersigned by:

Licensed Resident Agent

RIDER

This rider is made a part of Group Policy GUG-AKGK.

This rider is effective January 1, 2012.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control.

The following is made a part of the Policy.

AUTHORITY TO INTERPRET POLICY

The Policyholder has delegated to Us the discretion to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy. Benefits under the Policy will be paid only if We decide, after exercising Our discretion, that the Insured Person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured Person or any other third parties.

The Insured Person has the right to request a review of Our decision. If, after exercising the Policy's review procedures, the Insured Person's claim for benefits is denied or ignored, in whole or in part, the Insured Person may file suit and a court will review the Insured Person's eligibility or entitlement to benefits under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

A handwritten signature in black ink that reads "Daniel P. Freay". The signature is written in a cursive style with a large, looped 'F' and 'y'.

Chairman of the Board and Chief Executive Officer

ELIGIBILITY ADDENDUM

GUG-AKGK

Effective Date: January 1, 2012

Insurance for persons covered under a state mandated continuation law will be in accord with that law.

PREMIUM RIDER

This rider is made a part of Group Policy GUG-AKGK.

This rider is effective January 1, 2012.

The premiums for the policy will be as follows:

CLASSIFICATION(S)

All Full Time Officers of the General Committees for The Brotherhood of Locomotive Engineers and Trainmen Representing Norfolk Southern Engineers

All Norfolk Southern Engineers

SHORT-TERM DISABILITY PREMIUMS

The premium is as follows:

\$47.130 per Employee per month

RATE GUARANTEE DATE

January 1, 2014

Notwithstanding anything to the contrary in the GRACE PERIOD provision in the Policy, the Policyholder and the Company agree as follows:

If, in addition to this Policy, the Policyholder has any other insurance policy ("Insurance Policy") or Administrative Services Agreement or other type of service agreement ("Service Agreement") with the Company or any affiliate of the Company, and an administration fee or other payment described in a Service Agreement ("Fee") is not paid in full by the required due date or premium is not paid in full during the grace period for this Policy or an Insurance Policy, the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the month in which the premium or Fee is not paid in full ("the Delinquent Month") will be allocated to this Policy and each Insurance Policy and Service Agreement on a pro-rata basis.


The amount of premium and Fees allocated to this Policy and each Insurance Policy and Service Agreement will be determined by multiplying (a) the amount of premium due for this Policy and each Insurance Policy during the Delinquent Month and the amount of Fees due for each Service Agreement during the Delinquent Month by (b) the percentage equal to (i) the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month divided by (ii) the total amount of premium and Fees due for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month.

The Policyholder and the Company acknowledge and agree that the method of allocating premium and Fees described in this provision will result in (a) the full amount of premium not being paid during the grace period for this Policy and each Insurance Policy, and (b) the full amount of Fees not being paid by the required due date for each Service Agreement. Accordingly, notwithstanding anything to the contrary in this Policy or any Insurance Policy or Service Agreement, the following will occur:

1. This Policy and any other Insurance Policy will automatically terminate on the date described in this Policy and such other Insurance Policy for non-payment of premium; and
2. Any Service Agreement will automatically terminate at the end of the Delinquent Month.

Dated: February 24, 2012

UNITED OF OMAHA LIFE INSURANCE COMPANY

A handwritten signature in black ink that reads "Daniel P. Freay". The signature is written in a cursive style with a large, prominent 'F'.

Chairman of the Board and Chief Executive Officer