Underwritten by
United of Omaha Life Insurance Company
A Mutual of Omaha Company

Structured Settlement Annuity Underwriting Guidelines

COMPANY INFORMATION

Annuity Issuer

United of Omaha Life Insurance Company (United)
Domiciled in Nebraska. Licensed in all states except New York. United is a stock company wholly owned by Mutual of Omaha Insurance Company. Mutual of Omaha Insurance Company is a mutual company.

Assignment Company/Assignee

Mutual of Omaha Structured Settlement Company (MOSSCO)
Domiciled in Connecticut.

PRODUCT INFORMATION

Annuity Contract

Single Premium Immediate Annuity. Cases must qualify for favorable tax treatment under I.R.C. §104(a)(1) or (2). Product available in all states except New York. If the annuitant/claimant is a resident of New York and/or the occurrence happened in New York, United does not have an approved contract. Product also not available in Puerto Rico, Guam, and the Virgin Islands.

Guarantee of Structured Settlement Obligation

Irrevocable guarantee issued by United to guarantee the payment obligations of MOSSCO. To reference this document in a court order or release please use the suggested wording below and attach the form as an exhibit.

When the periodic payment obligation is assigned to Mutual of Omaha Structured Settlement Company its parent company, United of Omaha Life Insurance Company, has represented that it will provide a written guarantee of such obligation in the form attached as Exhibit __.

Reinsurance

Not available.

Approved Senders Whitelist

Please add *structuredsettlements@mutualofomaha.com* to your approved senders whitelist to ensure that you receive important communications from our email platform.

Contact: Pre-Sale

Email: structuredsettlements@mutualofomaha.com Phone: 800-617-2861

Contact: Post-Sale

Email: structuredservice@mutualofomaha.com Phone: 800-843-2455 Option 2

LICENSING & APPOINTMENT

Firm Contracting

Upon approval from the Management Team at Mutual of Omaha, a Firm Agreement will be provided to facilitate appointment with United of Omaha Life Insurance Company. Such agreement covers appointment in all states except New York and must be executed by an authorized representative of the agency/firm.

All structured settlement commissions will be paid to the firm. The commission will be advanced upon receipt of all requirements as set forth herein. Commissions will not be considered earned until the annuity contract has been issued.

For assigned cases: Because MOSSCO is domiciled in Connecticut, appointments for assigned cases will require a Connecticut license to process all assigned business.

For unassigned cases: The state of issue is determined according to the location where the application is signed by the Owner. Certain states require the firm to be licensed to receive commission payments, namely: Georgia, Massachusetts, Montana, New Mexico, Pennsylvania, and Virginia. For unassigned cases sold in any state other than those listed above, the firm is not required to be licensed to receive a commission payment.

When contracting and the initial appointment are complete, a communication will be sent to the firm with the firm's producer number, a countersignature page, and Mutual's Broker Compliance Manual. For subsequent state appointments, a supplemental communication will be provided confirming the new appointment.

Individual Contracting

Each broker that completes a sale (i.e. signs with a wet or valid approved e-signature on the Application, Commission Sharing Agreement, and/or Rate Commitment forms) is required to complete and execute an Individual Producer Agreement with a wet or valid approved e-signature. Appointments are completed at the time a sale is made. Montana and Pennsylvania require appointment prior to solicitation of business, so appointments in these states will be processed upon receipt of the appropriate documents.

For assigned cases: Because MOSSCO is domiciled in Connecticut, appointments for assigned cases will require a Connecticut license to process all assigned business. A resident state license will also be required.

For unassigned cases: Provide a copy of your life insurance license for the state in which the Application is signed by the Owner on Page 2 in the Agreement section.

United may not appoint brokers in states in which they hold a life license (except Connecticut, Montana and Pennsylvania) until a sale is made in the appropriate state requiring the appointment, as set forth above. When contracting and the initial appointment are complete, a communication will be sent that includes the individual producer number, a countersignature page, and Mutual of Omaha's Broker Compliance Manual. For subsequent state appointments, a supplemental communication will be provided confirming the new appointment.

Structured settlement annuities are exempt from the Anti-Money Laundering (AML) requirements. Other retail products are subject to the AML requirements.

ADMINISTRATIVE OPTIONS

Direct Deposit

Available. Please encourage the use of electronic funds transfers (EFT's) for receipt of periodic payments. United of Omaha's EFT form must be used. United requires either this document to have a wet signature and date affixed by the applicable Payee/Annuitant on the account or will accept an electronic signature with corresponding authentication report to validate the signature.

Electronic Signatures

Mutual of Omaha will accept certain types of electronic signatures on the documents and/or contracts to which we are a party so long as the corresponding authentication and/or meta data accompanies such document(s) to validate the electronic signature(s). Affected documents include the following: Annuity Contract Rate Commitments (Lock-in), Contract Applications and all Qualified Assignments (QA) documents. Electronic signatures are also accepted on Form W-9, Form W-4P, and Hold Harmless Agreements. The following electronic signature applications are acceptable:

- DocuSign is accepted so long as the signed document is accompanied with the corresponding Certificate of Completion Page. Electronic signatures effectuated or affixed by other similar electronic signature applications are acceptable so long as the corresponding authentication report is provided to validate the signature.
- Adobe Digital Signature Certificate is acceptable with the corresponding authentication data.
- Adobe Sign is accepted with the corresponding Final Audit Report.

PLEASE NOTE: Adobe Fill & Sign electronic signatures will NOT be accepted on Lock-ins, Applications, assignment documents, Form W-9, Form W-4P and Hold Harmless Agreements.

On all other required or pertinent case documents including, but not limited to, Settlement Agreements, Court Orders, Trusts, and Commission Sharing Agreements, Mutual of Omaha will assume that the parties to such documents have verified that the electronic signature(s) applied by the intended signor(s) are authentic and valid.

For all administrative service forms including, but not limited to, Electronic Funds Transfer (EFT) Authorization, Beneficiary Designation or Change Request, or Address Change Request forms a wet signature or electronic signatures with the corresponding authentication report is acceptable.

If a form is printed, signed and submitted as a picture, please remember to photograph and submit all pages to the document reflecting the agreed upon wording.

Secured Creditor

Available. A separate Qualified Assignment, Release and Pledge (QARP) Agreement form is required for each individual annuitant in order to perfect their interest. The secured creditor option is not available for Attorney Fees. Mutual's Qualified Assignment, Release and Pledge (QARP) Agreement must be used. In Section 13, please insert the Annuitant name or Payee if a trust is receiving the payment.

Benefit Commutation Rider

Must be designated at contract issuance for Claimant and Attorney Fee cases. The sole option offered is 100% commutation upon the death of the Annuitant. All designated beneficiaries with the same standing must agree to commute the entire case. In the event a valid election to commute is not received, the designated beneficiaries will continue to receive the remaining periodic payments as they come due. The election to receive the commuted value must be received by our Home Office within one year of the death of the annuitant to be valid. We do not offer an elimination of liability rider or a remarriage rider.

Please include the following sentence in the applicable Application, Settlement Agreement, Qualified Assignment, and Court Order (not required in the Court Order but appreciated) after the listing of periodic payments: **Upon the death of the annuitant/claimant, any remaining guaranteed payments may be commuted at the option of the named beneficiary.**

If using the Application Payment Schedule at the bottom of page 1, please mark "Yes" in the field at the far right of the table in lieu of attaching an additional sheet.

For assigned cases: Use Form 696-GANR-11.

For unassigned cases: In CA and FL, use Form 696-GANR-11 (CA) & (FL). In all other states use Form ICC11-696-GANR-11

Proof of Birth

Proof of birth is required on all life contingent payments and for all minor annuitants (to ensure the minor has reached the age of majority for a proper discharge of the obligation owed). The following forms will be accepted:

- Birth Certificate
- Driver's License or Government-Issued ID or equivalent if valid when issued
- Passport or Naturalization Record if valid when issued

A copy of the Annuitant's birth certificate may be obtained from the Bureau of Vital Statistics, or equivalent state agency, in the state in which the minor was born. Many states can fulfill online requests for such information on their respective web sites. In most states a birth certificate may be requested by a parent or other individual with the legal authority to act on behalf of the minor including, but not limited to, his/her attorney, legal guardian or conservator, or custodian. A photocopy of the proof of birth is acceptable.

Foreign Nationals	A Social Security number is required for all life contingent payments. An individual taxpayer ID will not be accepted. Payments will be made in U.S. currency only. Payments made by direct deposit/EFT must be remitted to a U.S. bank located in the U.S. Payment by check can be mailed to any foreign country unless prohibited according to the Office of Foreign Assets Control (OFAC) Country Sanctions List. This list may be found on their web site at https://ofac.treasury.gov. At ofac.treasry.gov click Sanctions Programs>Complete Lists of Sanctions Programs and Country Information.
Incompetent Individuals	Minors are considered an incompetent individual because they have not attained the age of majority in the state in which they reside. Other individuals may be declared incompetent by a court. For claim closure, court approval should be obtained for incompetent individuals that approves the terms and conditions of the qualified structured settlement (except for attorney fee only structure fees). Please note that such court order should use the exact title of the release document so it matches what is being submitted with the case, for privacy of the incompetent this can be sealed or viewed in camera. If a specific state does not require court approval of the settlement at hand, or if a particular state statute addresses this item, please provide the specific authority and/or applicable statute citation for review when submitting final case documents.

CASES ACCEPTED

Liability Claims under §104(a)(2)	Personal physical injuries or physical sickness, including first- and third-party claims. Non-physical injury cases will not be accepted.
Workers' Compensation Claims under §104(a)(1)	Workers' compensation cases will be accepted per state guidelines. Assignments will be accepted on claims filed after 8/5/1997. The appropriate workers compensation board or commission approvals on assignments or compromises are required. If a Medicare Set Aside account is established, please indicate whether CMS approval was obtained and provide a copy of such approval if available. State requirements: A secondary obligor provision will be included as required by state law. Please note that some funding entities may require periodic payments to only be made via EFT, such as SCIF in California.
Claim Exceptions & Types	All cases require that the origin of the claim derive from personal physical injury or physical sickness.
Legal Malpractice	Case qualification requests will be reviewed on a case-by-case basis, complaints can be submitted for review. Cases considered for acceptance include those in which the recovery is based on the compensatory damages that could have been collected if the claim was handled effectively. Documentation must identify the original claim recitals.
Sexual Abuse	Assignments accepted on sexual abuse cases that involve personal physical injury allegations. For cases in which the documentation/complaint is not clear as to the physical nature of the claim, please submit the appropriate documents for review to ensure qualification for favorable tax treatment under §104(a)(2).
Bad Faith	Will be accepted so long as the claim qualifies for favorable tax treatment under §104(a)(2) and the structure does not include any funds from punitive damages.
Internal Revenue Code §468B	Single claimant QSF's are not available. A single estate claim is considered a single claimant for this purpose. Multiple claimant QSF's are available. Home Office approval is required on all multiple claimant QSF's prior to lock-in or funding. Please submit the Order to Establish the QSF for review. For approved QSF cases we require the use of United's version of the QAR or QARP which provides for reversion to the claimant in section 9 of the respective document. For multiple claimants, please use a separate QARP for each claimant to perfect their interest. QSF's for attorney fee structures will require that the claimant listed in the QAR with reversion be the corresponding claimant

on the case owing such attorney fees. Such QAR and QARP Agreements are available on our sub web at www.mutualofomaha.com/structuredsettlements/brokers.

QUOTING GUIDELINES

Medical Underwriting (Rated Ages)

Medical underwriting is not available for structured settlements.

Quoting Software

Book rate proposals generated in our software are valid for 7 days from the Quote Date.

United will offer daily rates on cases over $100,000.00 when market conditions allow. If you would like to obtain a daily rate for your quote, please email your case file using the "Submit to Home Office" button on the Reports Page of our software to structuredsettlements@mutualofomaha.com for processing, indicating whether to solve the improvement for the specific payment stream or the cost. We will provide you with a daily rate quote within 2 hours. Daily rates are valid until the end of the next business day following the Quote Date.

All proposals must have a total positive return for each annuitant, including attorney fee structures, and must pay more than the total cost when no life contingent payments are included.

When quoting a case, premium needs to be received on or before the Purchase Date and/or Expiration Date. If the premium will not be received before the Expiration Date, an Annuity Contract Rate Commitment form must be included to guarantee the rate series. Please see the Annuity Contract Rate Commitment section.

Payments can be made on any day (i.e. the 31st). The system will accommodate payment dates at the end of the month. The Purchase Date must be no more than 270 days from the Quote Date. Quotes outside of our quoting parameters will be identified in our software by a red circle near the applicable data input field. Please hover over the red indicator for specific messaging about the quoting parameters for such affected field.

Should your email address change or if you need to register additional users, please contact us at structuredsettlements@mutualofomaha.com to ensure that you and/or any authorized additional users have complete access to the software.

Please refer to our Structured Settlement Quoting Software User Guide for additional information on our quoting software. It can be accessed through our sub web: www.mutualofomaha.com/structuredsettlements/brokers. The password is United-SSA. Please note that the password is case-sensitive and must be input as provided herein with no spaces. If saved as a Favorite after your password is accepted, you will not be required to enter the password each time.

Premium Deposit Date

The Purchase Date is the date the premium should be received by MOSSCO or United for assigned or unassigned cases, respectively. If the funds are not received by the Purchase Date, MOSSCO or United reserves the right to charge a higher annuity cost or move the proposed payment dates by the same number of days by which the funding was delayed.

MOSSCO or United reserves the right to return the consideration if the funds are insufficient to purchase the benefit or if a proposal is not received. Once the premium has been received, the rate series is locked in at the applicable rate series in effect when the lock-in was processed or upon receipt of the premium if funds were submitted with no lock-in. When a case has been locked in and/or funded, all requotes must be generated by the Home Office team.

To avoid constructive receipt, premium received from the Plaintiff's counsel will not be accepted as he/she is an agent of the claimant. If the premium is paid from the defense counsel's IOLTA account, please communicate this on the memo when submitting affected premium.

Rate Guarantee Period

7 calendar days for book rates

Annuity Contract Ownership

In preparing a case proposal, indicate whether the case will be assigned by selecting "Yes" or "No."

For assigned cases: The quoting software will automatically populate the Owner as MOSSCO and the State of Ownership as Connecticut.

For unassigned cases: The Owner name should be added to the field as the name is required for the Application and the applicable State of Ownership must be selected for calculation of any applicable premium tax.

Premium Tax

Connecticut, which has no premium tax, is the state of ownership for assigned cases. State of ownership is the location where the Application is signed for unassigned cases. Premium tax calculated by the software, as applicable, includes:

California	2.35%
Colorado	2.00%
Maine	2.00%
Nevada	3.50%
South Dakota	1.25% *
Wyoming	1.00%

* A special provision exists for annuity contracts sold in South Dakota. For unassigned contracts sold in South Dakota with premium exceeding $500,000, please contact the Home Office at 800 617-2861, Option 1, for assistance.

Unisex Rates

Unisex pricing will be applied for affected periodic payments for unassigned cases in which the owner's state of residence is Massachusetts.

Rate Changes

Rate changes will be announced one business day prior to the effective date of the new rate series. Proposals run on the prior rate series will be valid until the Expiration Date noted on the upper right side of the proposal. Premium funding or rate commitment lock-ins must be received on or before the Expiration Date.

Case Fees

All fees are applied at the case level not the annuitant level.

Assignment Fee: The standard assignment fee per case is $500. A case may consist of multiple annuitants, but the assignment fee is assessed at the case level. Commission is paid on assignment fees.

Commitment Fee: The first 60 days from the Quote Date comprise a no fee grace period. Starting on the 61st day from the Quote Date the commitment fee is 0.20% of the annuity cost for each month or portion of the month from the 61st day following the Quote Date to the Purchase Date. The Purchase Date cannot exceed 270 days past the Quote Date. Commission is paid on commitment fees.

Policy Fee: The policy fee is $300 per case for premium under $40,000. If the case is assigned, the Total Annuity Cost With Fees needs to be $40,500 to eliminate the policy fee. Commission is paid on policy fees.

ANNUITY TYPES AND PAYMENT FREQUENCY

CL – Life with Period Certain	Payments are guaranteed to continue for the greater of the period of time selected or the annuitant's lifetime.
PC – Period Certain	Payments are guaranteed to continue for the period of time selected.
LS – Lump Sum	A single payment of a specific amount on a specified date.
LO – Life Only	Payments continue for life and end upon the death of the annuitant.
TL – Temporary Life	Payments are made for a specific fixed period or for as long as the annuitant is living on the date the payment is due.
LL – Life Contingent Lump Sum	A lump sum payment that will only be paid if the annuitant is living on the date the payment is due.
IR – Life with Installment Refund	Payments continue for life. If the annuitant dies before the premium is recovered, the periodic payments will continue to be paid until the balance of the difference between the periodic payments paid and the premium has been refunded.
JS – Joint and Survivor with 100%, 75%, 66.7% and 50% survivor benefits available (benefit reduces on the death of the primary annuitant)	Payments continue for both annuitants' lifetimes if the joint annuitant survives the primary annuitant. If a period certain is added, payments are guaranteed to continue for the greater of the period of time selected or the primary annuitant's life. If the primary annuitant dies after the guaranteed period, the payment will be reduced to one of the pre-selected percentages (100%, 75%, 66.7% or 50%) for the remainder of the joint annuitant's lifetime.
Cash Refund	Not available.

PAYMENT FREQUENCY	
A – Annually	Paid once a year (represented in years payable)
M – Monthly	Paid once a month (represented in months payable)
Q – Quarterly	Paid once a quarter (represented in months payable)
S – Semi-Annually	Paid twice a year (represented in months payable)
Weekly and Bi-Weekly	Not available.

QUOTING SPECIFICATIONS – APPLIED BY CASE BENEFIT INFORMATION

Minimum Premium Amount	$25,000
Maximum Premium Amount	All cases over $1 million require Home Office approval. Please submit the quote directly to our Home Office from our software by hitting the "Submit to Home Office" button on the bottom of the Reports Page, saving your quote file, and hitting "Send" in your email.
Minimum Payment Amount	$100 minimum payment for all periodic payment frequencies.
Maximum Issue Age	85 without Home Office approval.

Maximum Deferral Period	First payments on the case needs to start within 20 years of the Purchase Date.
Period Certain Minimum Duration	The minimum duration for a period certain is 2 years.
Period Certain Maximum Duration	A single benefit stream with a period certain over 40 years requires Home Office approval. Cases payable over 40 years from the purchase date, including the deferral period, require Home Office approval. The maximum period cannot exceed 50 years from the Purchase Date. Please submit the quote directly to our Home Office from our software by hitting the "Submit to Home Office" button on the bottom of the Reports Page, saving your quote file, and hitting "Send" in your email.
Maximum Guarantee Period	The maximum guarantee period, including the deferral period, is 50 years from the Purchase Date.
Maximum Purchase Date	The Purchase Date cannot be more than 270 days from the Quote Date.
Lump Sum Payments	Single lump sum contracts are not available. Minimum of 2 lump sums per case. Can combine annuitants and provide single lump sum benefits but must have at least 2 individual annuitants under one case. Lump sum payment cannot start less than one year from the Purchase Date except when the annuitant reaches the age of majority during that period. Please submit to the Home Office for approval. If only 2 lump sum payments for an individual the payments must be at least 1 year apart. $2 million maximum payment amount on a given lump sum if deferred less than 20 years from the Purchase Date. Lump sums that are (1) deferred more than 20 years from the Purchase Date and (2) more than $500,000 requires Home Office approval. Any lump sum payments deferred more than 40 years from the Purchase Date requires Home Office approval. The maximum deferral is 50 years from the Purchase Date.
Cost of Living Adjustment (COLA)	For annual compound percentage increase: 6% maximum. For flat dollar increase: 10% maximum based on the benefit amount and the increase remains level for the duration of the payment stream. The increase must be annual as multiple-year adjustment periods are not available.
Attorney Fees	Attorney fee structured settlements accepted on claimant cases that qualify for favorable tax treatment under §104(a)(1) or (2). Stand-alone attorney fee structured settlements will be accepted. The periodic payment obligation must be payable for the convenience of the Claimant, and the Claimant must be defined on page 1 of the QA or QAR document. Periodic payments can be made to the firm or attorney. The attorney can name and request a change of the designated beneficiary if the periodic payments are paid to him/herself or to a firm that is a sole proprietorship. United's hold harmless agreement should be provided to the attorney at the time of quoting. A completed hold harmless agreement with the Plaintiff populated at the top, along with a Form W-9, is required to be completed by the payee and submitted to United. Income will be reported for periodic payments issued in the prior calendar year on a 1099-Misc. form. United does not require a Form W-4P unless the attorney wants taxes withheld from the periodic payments. Either a Form W-9 or a Form W-4P is required.

The commencement date for any benefit stream involving an attorney fee cannot start on January 1-14. Future recurring payments can be made on any day of the month.

A Benefit Commutation Rider can be added prior to the Annuity Contract issuance. See Benefit Commutation Rider section above.

The following annuity types are not available for attorney fee structures: Joint and Survivor, Temporary Life, Life with Installment Refund, and Life Contingent Lump Sum.

Qualified Assignment, Release and Pledge Agreement is not available for attorney fee structures. We will accept a QA or QAR to transfer the future obligations. The Claimant on the assignment document should be the Claimant on the case that owes the fees to the attorney.

The Settlement Agreement should incorporate the periodic payments for the attorney fee portion as follows: Payee, *attorney name or firm* for the convenience of the Claimant, followed by the periodic payment obligations.

The Application and Qualified Assignment should include the following before the listing of periodic payments on the addendum (additional page):

Pursuant to the Settlement Agreement, the Claimant has authorized and instructed payment to be made to his or her attorney. Such payment instructions are solely for the Claimant's benefit and convenience and do not provide the Claimant's attorney with any ownership interest in any portion of the periodic payment(s).

The attorney's legal name should be listed as the Annuitant in the Annuitant Information section of the Application. However, the Payee may be the attorney or the firm. If paying the firm (1) please populate the firm information in the Payee Information section of the Application and (2) indicate the firm as Payee on the Addendum No. 1 in the assignment document and Schedule A in the Application.

CASE DOCUMENTATION

Annuity Contract Rate Commitments

Rate Commitments may be made for settled cases that cannot be funded prior to the Expiration Date. Fully completed forms must be signed with a wet signature or acceptable e-signature and dated by the broker appropriately licensed and may be sent via email to the Home Office. An administrative staff member that is authorized to execute documents on behalf of his/her affiliated broker may sign the broker's name and include his/her initials after the broker signature. Accepted Annuity Contract Rate Commitments will be countersigned and returned within one business day. A copy of the fully executed Annuity Contract Rate Commitment form will be returned to all brokers, or their designated support person if applicable, as identified on a fully executed commission sharing agreement (CSA). It is greatly appreciated to receive the CSA with the lock-in form. The Annuity Contract Rate Commitment expires on the Purchase Date and is binding only if the total amount due is received on or before the Purchase Date.

The broker executing the form irrevocably agrees to fund or cause to be funded, on or before the Purchase Date, the annuity contract described on the form. United commits to issuing the contract at the price shown, provided the Total Annuity Cost with Fees is received by United on or before the Purchase Date. The Total Annuity Cost with Fees will be equal to the annuity cost plus applicable assignment, policy and/or lock-in fees as set forth on the valid proposal. The Rate Commitment will not be binding upon United unless the form is received and countersigned at its Home Office within one day of the Commitment Date. All changes to the locked-in proposal need to be made by the Home Office team. Please e-mail any changes needed to structruedsettlements@mutualofomaha.com.

The terms of the settlement must be agreed to by all parties and there must be intent to submit the premium. After an Annuity Contract Rate Commitment is fully executed, the proposal is locked in and should not be recalculated by any annuity provider.

The funding entity will be responsible for payment to MOSSCO or United of the Total Annuity Cost With Fees, as set forth above, on or before the Purchase Date.

Investment commitments will be made in anticipation of the payment of the Total Annuity Cost with Fees to United by the Purchase Date. As a result, once the attached proposal is acknowledged and locked in by United, if the cost of these benefits goes up, the settlement parties will not be responsible for the additional cost. If the cost should drop, the settlement parties are not entitled to any additional benefit or cost savings. Once the proposal attached to the Annuity Contract Rate Commitment is locked in, no changes may be made unless completed by Mutual's Home Office team.

Should a court disapprove the locked in settlement, a written request may be submitted to United via email for cancellation or redesign of the payment streams set forth in the Annuity Contract Rate Commitment.

Any delay in funding may result in (1) an extension, (2) the movement of the proposed payment dates by the same number of days as the delayed funding or (3) a higher total annuity cost.

Premium Submission

All premiums payable to MOSSCO or United should be sent to the following address along with a copy of a valid proposal and CSA, if applicable and not already submitted with an Annuity Contract Rate Commitment. Overnight delivery is recommended.

Attn: Institutional Solutions

Mutual of Omaha Insurance Company
Mutual of Omaha Plaza Omaha, NE
68175
Phone: 800-617-2861

Wire Instructions

Wire instructions are available on our sub web. Please note the following change: When your customer is submitting funds via a wire, please email our team at structuredsettlements@mutualofomaha.com with the case name/five-digit contract number, date of wire, and the name of the remitting entity.

Premium Verification

Upon receipt of case premium due, in full or in part, a premium verification notice will be emailed to the agency administrator connected to the broker(s) per the CSA on file. Premium checks from a defense counsel IOLTA account will be accepted; please identify this on your cover memo when submitting. Checks remitted from a plaintiff counsel's IOLTA will NOT be deposited and will be returned to avoid any inference of constructive receipt.

Applications

One Application must be completed for each individual annuitant on a case. Each annuitant will receive a separate Annuity Contract for their respective periodic payments. Please do not attach extra pages that are not part of the formal Application document filed with the applicable state regulator.

For assigned cases: Use form ICC11-705-GANA-11

For unassigned cases use the forms set forth below as provided by our software or available via our sub web.

- Owned in AZ: Form ICC11-705-GANA-11(AZ)
- Owned in AR: Form ICC11-705-GANA-11(AR)
- Owned in DC: Form ICC11-705-GANA-11(DC)
- Owned in FL: Form ICC11-705-GANA-11(FL)
- Owned in any other state: Form ICC11-705-GANA-11

As a best practice, please verify all addresses on the United States Postal Service web site (USPS.com). This includes all address fields on the Application form (i.e. Annuitant, Payee, Joint Annuitant, and Beneficiary(ies). The phone numbers for the Annuitant, Payee, and Joint Annuitant are not required but appreciated. At USPS.com click Send>Look Up a ZIP Code>Find By Address then populate fields and hit Find. The results will inform you whether the address information entered is valid. Please resolve any noted errors prior to submitting the Application.

Owner. For "assigned" cases produced from the software the following information will be populated:

Name: Mutual of Omaha Structured Settlement Company
Address: 50 Weston St.
Hartford, CT 06120-1537
Tax Identification Number: 80-0725213
Telephone Number (800) 617-2861
Owner is: box checked for "Corporation".

For "unassigned" (Buy & Hold) cases, please populate the Name, Address, Tax Identification Number (if applicable), and "Owner is" question checking the applicable box. Telephone Number is appreciated.

Annuitant Information. Please populate the name, address, sex, and date of birth of the Claimant/Annuitant due the periodic payments. If life contingent periodic payments are owed or the periodic payments are for attorney fees, a social security number is required for issuance of the annuity contract. For Claimants that are due period certain and/or lump sum payments no social security number is required, but it is appreciated. The telephone number is not required but is appreciated.

If multiple spellings of the Claimant's name appear in the case documentation, please add a/k/a (also known as) after the legal spelling and then include other name spellings used. Under the Payee section, please use the legal name only as that is the name that will appear on the check(s).

Payee Information. Populate these fields if the payment is to be made to an individual or entity other than the Annuitant.

If the Annuitant has multiple Payees (i.e. an individual/entity receiving payment on behalf of another individual for a defined period of time) for the future periodic payments, please include the capacity of the other party that is receiving the payment on the Annuitant's behalf during the period of minority (i.e. John Doe, as parent and natural guardian for Jane Doe, a minor) and then to the Annuitant upon reaching the age of majority or other date. Please include in the name field "See Schedule A" and indicate the specific Payee, include the Payee's address, and indicate the applicable periodic payments/dates for which payments are to be made to each respective Payee. Compliance with the statutes of the state in which the minor resides and is receiving payments is required to obtain a good discharge regarding the obligation owed.

If the Annuitant is only receiving a professionally administered Medical Set Aside (MSA), in the Payee name field indicate the professional administrator entity name FBO (for benefit of) the annuitant's name and the professional administrator's address. The Social Security number and date of birth for this Payee are not required.

If the Annuitant and a Professional Administrator for the MSA portion are both receiving future periodic payments, please include in the name field "See Schedule A" and indicate the respective Payee, including the MSA professional administrator's address, and indicate the applicable periodic payments/dates for which payments are to be made to each respective Payee.

If the Payee is a law firm, please add the law firm's name, address, and tax ID for annual reporting on a Form 1099-Misc. A telephone number is appreciated. The sex and date of birth information can remain blank.

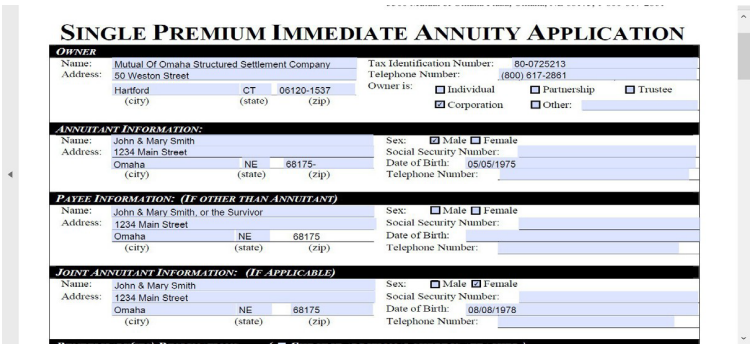
If the Payee is a Special Needs Trust (SNT), please define the Payee in the settlement documentation as the Trustee of the *actual name of the Special Needs Trust.* (This can be an individual irrevocable trust or a pooled trust.) When the Payee on a case is the trustee of a trust, we require a complete signed copy of the trust document to release the periodic payment(s) and issue the annuity contract.

If the Payee is an ABLE Account, please populate this with the exact name of the Payee pursuant to the applicable state's directions FBO the name of the Annuitant, and the appropriate state address.

When paying an MSA professional administrator, the trustee of a trust or an ABLE Account the sex, social security number, date of birth, and telephone number can all remain blank. The telephone number is not required but appreciated.

Please also consider adding the Benefit Commutation Rider to all Special Needs Trust and ABLE cases so that the remaining guaranteed payments can be paid in a single sum upon the death of the Annuitant.

For Joint Payees under a period certain annuity type, please complete the Annuitant information with the first names and shared last name of the Joint Payees (i.e. John & Mary Smith) and provide the requested demographic information for the first Joint Payee referenced (i.e. John). Please complete the Joint Annuitant information with the first names and shared last name of the Joint Payees (i.e. John & Mary Smith) and provide the requested demographic information for the second Joint Payee referenced (i.e. Mary). The Payee information field should reference the first names and shared last names of the Joint Payees with right of survivorship (i.e. John & Mary Smith, or the Survivor) with address to remit the periodic payments to whom the periodic payments will be sent. The sex, social security number, date of birth and telephone number can all remain blank.



SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION

OWNER
Name: Mutual Of Omaha Structured Settlement Company
Address: 50 Weston Street
Hartford (city) CT (state) 06120-1537 (zip)
Tax Identification Number: 80-0725213
Telephone Number: (800) 617-2861
Owner is: ☐ Individual ☐ Partnership ☐ Trustee ☑ Corporation ☐ Other:

ANNUITANT INFORMATION:
Name: John & Mary Smith
Address: 1234 Main Street
Omaha (city) NE (state) 68175- (zip)
Sex: ☑ Male ☐ Female
Social Security Number:
Date of Birth: 05/05/1975
Telephone Number:

PAYEE INFORMATION: (IF OTHER THAN ANNUITANT)
Name: John & Mary Smith, or the Survivor
Address: 1234 Main Street
Omaha (city) NE (state) 68175 (zip)
Sex: ☐ Male ☐ Female
Social Security Number:
Date of Birth:
Telephone Number:

JOINT ANNUITANT INFORMATION: (IF APPLICABLE)
Name: John & Mary Smith
Address: 1234 Main Street
Omaha (city) NE (state) 68175 (zip)
Sex: ☐ Male ☑ Female
Social Security Number:
Date of Birth: 08/08/1978
Telephone Number:

Beneficiary Information. Beneficiary designations on cases in which the Payee is not a pooled or individual SNT need to be a living person or an entity. Designations as per stirpes will not be accepted. If multiple beneficiaries are designated, the total share at each level (primary, contingent, or tertiary) must equal 100%. As minors and incompetents do not have the capacity to designate a beneficiary, any beneficiary designation made during the period of incapacity must be approved per a court order to be accepted. A social security number for a claimant's designated beneficiary(ies) is not required but is appreciated. For attorney fees, a social security number is required.

All beneficiary designations must be signed and dated by a competent adult Annuitant. Please note that electronic signatures are accepted or a wet signature by a competent adult Annuitant is required. If an information request form is being used, please ensure that a current address is provided for each beneficiary.

Mutual of Omaha will only accept one of the following options for a beneficiary designation relative to SNTs: (1) the Trustee of the *actual name of the Special Needs Trust* or (2) the estate of the Annuitant which is the default option if no beneficiary designation is made. Either designation may be made irrevocable if desired. Both of the aforementioned options provide a fiduciary to resolve any applicable state liens. To prevent the risk of fraudulent conveyance relative to the settlement of applicable state liens, only these two options are permitted. To avoid interstate lien conflicts, we do not allow any individual state(s) to be named as a beneficiary and would look to the fiduciary to manage the resolution of outstanding state liens.

Mutual of Omaha will only accept the estate of the annuitant as the beneficiary designation for ABLE Accounts.

Payment Schedule. If producing the Application from our quoting software, a check mark will be included in the header of this section to indicate that the periodic payment information will be provided in the Schedule A attachment to the Application. If multiple Payees are to receive the periodic payments, please update Schedule A for the applicable periodic payments for each respective payee.

If you are not using our quoting software to generate the Application and prefer to utilize the Payment Schedule grid on the first page of the Application, please note the following:

- Annuity types for the Type field may be indicated as CL for Life with Period Certain; PC for Period Certain; LS for Lump Sum; LO for Life Only; TL for Temporary Life; LL for Life Contingent Lump Sum; IR for Life with Installment Refund; JS for Joint & Survivor (please indicate the survivor percentage as well – 100%, 75%, 66.7%, or 50% and whether it includes a period certain). If the case includes a COLA, please indicate the COLA percentage or flat increase in the Type field.
- For the Number of Payments field, please indicate the number of payments to be made. Lump Sum and Temporary Life annuity types do not require that this field be completed.
- The Frequency of Payments field should reflect the payment mode. This field is not required for Lump Sum payments.
- If the Annuitant has elected the commutation option, all guaranteed payment options (i.e. no life contingent payment options) should be noted as "Yes".

Premium. The Premium section should be completed as $1.00 and Valuable Consideration.

Replacement. Gathering policy replacement information is required for single premium immediate annuity products. The answers for these questions are defaulted to "Yes" for question 1 as MOSSCO (as owner) has many annuity contracts in force and "No" for question 2 as the relevant annuity contract associated with this Application would not be a replacement for another policy. These responses would likely be the most appropriate responses for structured settlement annuity cases.

Fraud Warning: Standard provision only.

Agreement. For assigned cases, this section will be partially populated by our quoting software and will be completed by our Home Office prior to issuance of the annuity contract.

For unassigned cases, please have the Owner complete this section, sign and date the Application. The location in which the Application is signed by the Owner will determine the licensing and appointment requirements for the broker and firm soliciting the business.

Agent/Broker Information Gathering policy replacement information is required for single premium immediate annuity products. The most appropriate answers for these questions may be "Yes" for question 1 as MOSSCO (as owner) has many annuity contracts in force and "No" for question 2 as the relevant annuity contract associated with this Application would not be a replacement for another policy. These responses would likely be the most appropriate responses for structured settlement annuity cases.

The Agent/Broker Information Section needs to be completed, signed and dated. The Agent Number field can remain blank. The Producer Signature name must match the Agent/Broker Name below it. Fully completed forms must have a wet signature or acceptable e-signature with corresponding authentication data and must be dated by a broker that is appropriately licensed.

Qualified Assignments

MOSSCO will accept the following types of Qualified Assignments and corresponding documents. **Any proposed modifications must be approved and accepted by MOSSCO prior to execution by the parties.** All required signatures and initials on the form must be a wet signature or a valid e-signature with corresponding authentication data.

- **MOSSCO/United QA –** Qualified Assignment Agreement
- **MOSSCO/United QAR –** Qualified Assignment and Release Agreement
- **MOSSCO/United QARP –** Qualified Assignment, Release and Pledge Agreement. An individual form needs to be completed for each Annuitant in order to effectuate on a case to perfect the interest. Please populate Section 13 with the name of the Annuitant or the Trustee of the SNT prior to submission to perfect the Claimant's interest in the annuity contract. The QARP is not available for attorney fee structures. If the claimant would like a QARP and the case has attorney fees on it, use a separate QA or QAR for the attorney fees.
- **NSSTA UQA –** Uniform Qualified Assignment
- **NSSTA UQAR –** Uniform Qualified Assignment and Release
- **NSSTA QA –** Qualified Assignment [NSSTA with 104(a)(1)]
- **NSSTA QAR –** Qualified Assignment and Release [NSSTA with 104(a)(1)]

MOSSCO will sign the assignment document after all final case documents have been submitted and are deemed in good order to issue the annuity contract. The Effective Date will be completed by MOSSCO at that time. If the document is dated in error, the date will be revised and updated upon Annuity Contract issuance. The Settlement Agreement field will be completed upon countersignature.

The governing law state is defaulted to Nebraska but may be changed to any state except New York on all versions.

NOTE: Multiple document shells are available via our sub web (not in the software). For cases with multiple Claimants and/or Assignors, please select the appropriate shell. A QAR and QARP with reversion to the Claimant are available and are required on all approved Qualified Settlement Fund (QSF) cases. A QARP shell is available for use with Special Needs Trust (SNT) cases, with an added "Releasor" definition. The possession field in Section 13 should be populated with the Trustee of the SNT, not with the Claimant. This shell also provides the Trustee with the opportunity to execute the document as well.

Commission Payments

Commission will be paid on the following items: Annuity Cost, Policy Fees, Lock-in Fees, and Assignment Fees.

Mutual will advance commissions to the appropriate agency as identified in the Firm Agreement. To pay commissions to the firm for assigned cases, the firm must be licensed in Connecticut. To pay commissions to the firm for unassigned cases, a license is required if the Application is signed by the Owner in the following states: Alabama, California, Georgia, Kentucky, Massachusetts, Michigan, Montana, Nevada, New Mexico, North Carolina, Pennsylvania, South Carolina, South Dakota, Texas, Utah, Virginia, and West Virginia. The broker must be appointed with United for release of the commission amount due. The following must be received to process an advance of the commission:

- Total Premium
- Valid Proposal
- Annuity Application with Owner (if case is unassigned must provide Owner's signature, city and state); Annuitant Information -- name, complete address, gender and date of birth; Payment Schedule; and completed Agent/Broker Information Section (Agent Number is not required) signed and dated by one broker. Please submit fully executed Commission Sharing Agreement, if applicable, with the lock-in form or premium for timely and accurate commission processing. If a fully executed CSA is on file, all brokers will be advanced their respective commission share. Commission will be processed within 5 business days of receipt of all required items.

Upon issuance of the annuity contract the commission will be considered earned. Premium refunds, full or partial, on cases that have been advanced will require a return of the appropriate unearned commission. An invoice will be sent to the agency commission contact reflecting the correct amount and address to remit by check or by wire/ACH/EFT. If submitting funds electronically, please email the structured settlement annuity team at structuredsettlements@mutualofomaha.com with the date of payment transmission and the case name and/or 5-digit contract number.

Disclosure Statements/Claimant Notice

The Claimant Notice aids our customers in complying with state disclosure requirements. Disclosures are required when negotiating assigned and unassigned structured settlements for claimants residing in Florida and Massachusetts. It is also required in New York, which is not currently available.

United will provide the completed Disclosure Statement upon request.

- Florida – Section 626.99296
- Massachusetts – Chapter 231C of the General Laws

CASE PROCESSING REQUIREMENTS

Document Submission

All case documentation in final form for contract numbers 37265 and higher should be submitted via the Case Connect portal https://sscaseconnect.mutualofomaha.com/portal/. All other remaining contracts should have the case documentation submitted in final form in one communication electronically via email to structuredsettlements@mutualofomaha.com.

Required Documents for Release of First Payment

The following items must be received in good order for the first periodic payment to be released:

- Total Premium
- Valid Proposal (Note: First payment date must be at least 30 days after the Purchase Date, or with Home Office approval)
- Complete and signed Application with annuitant name, date of birth, gender, and address; Payment Schedule; and Agent/Broker Information section completed, signed and dated. For co-brokered cases only one broker signature is required.
- Guardianship documents for minors/incompetents, if applicable
- Court order, if applicable
- Trust documents, if applicable
- Hold harmless agreement and W-9, for attorney fees
- Proof of birth if payment is to be made directly to a minor upon attaining the age of majority

Payment Release Confirmation

Upon receipt of all items required for the release of first payments for ALL annuitants under the case, notification will be provided via email to the agency administrator connected to the broker or brokers per the CSA on file.

Required Documents for Annuity Contract Issuance

The following items must be received in good order for the Annuity Contract to be issued. The Annuity Contract will be issued within 10 days of receipt of the last requirement in good order.

- Total Premium
- Valid Proposal
- Complete and signed Application with annuitant name, date of birth, gender, address, and Social Security number (if periodic payments are life contingent or for attorney fees); Payment Schedule; and Agent/Broker Information Section completed, signed, and dated.
- Fully executed Settlement Agreement. The Settlement Agreement and/or Court Order must reference the physical injury or physical sickness, occurrence date, and approximate location. If the claimant signs with a mark (i.e. "X"), please have the mark witnessed. Please confirm who is signing the Settlement Agreement prior to distributing it for signature. As this is a contract to resolve the claim, all signature lines included within the agreement must be completed and signed. Signature lines for attorney execution as to form and content would be optional and would not require a signature.
- Fully executed Assignment Agreement, if assigned, with a wet signature or electronic signature with corresponding authentication data
- Guardianship documents for minors/incompetents, if applicable
- Court order, if applicable
- Trust documents, if applicable
- Hold harmless agreement and W-9, for attorney fees
- Proof of birth for life contingent payments and for all minors. The following forms will be accepted:
    - Birth certificate
    - Driver's License or Government-Issued ID or equivalent
    - Passport or Naturalization Record

Distribution of Annuity Contracts

If one broker is involved on a case, a broker letter will be addressed to the appropriate support contact for the broker. The following documents will be distributed electronically:

- The Claimant welcome letter and applicable administrative service forms
- The following documents for distribution to the Claimant, plaintiff attorney, defense attorney, property and casualty company, and the broker's office: Copies of the Annuity Contract, and if applicable: Guarantee of Structured Settlement Obligation, Benefit Commutation Rider, and fully executed assignment document.

If a fully executed CSA is on file, a broker letter will be addressed to the appropriate support contact for the plaintiff broker with a carbon copy to the appropriate support contact for the defense broker. All individuals listed on the broker letter will receive the following documents electronically for distribution to their applicable customer(s):

- The Claimant welcome letter and applicable administrative service forms
- The following documents for distribution to the Claimant, plaintiff attorney, defense attorney, property and casualty company, and the broker's office: Copies of the Annuity Contract, and if applicable: Guarantee of Structured Settlement Obligation, Benefit Commutation Rider, and fully executed assignment document.

If the case involves a Minnesota minor, a certification letter will be included (one letter per each corresponding court order relating to the case) with the Claimant's Annuity Contract package for filing with the court.

Upon receipt, please review the documents for case accuracy. If you identify any issues or have any questions, please contact us immediately at structuredsettlements@mutualofomaha.com with the issue and indicate whether you have distributed the Annuity Contract(s). If the Annuity Contract(s) have not been distributed, we will **reissue** a revised Annuity Contract and ask that you confirm that the initial copies received have been destroyed. If the Annuity Contract(s) have been distributed, we will issue a **replacement** Annuity Contract that includes a notice on the face page that the revised Annuity Contract replaces and voids the original document issued.

POST-ANNUITY CONTRACT SERVICING

Administrative Services

Post-issuance administrative services include check replacement, direct deposit/EFT processing, address and name change requests, beneficiary designation requests, death reporting, etc. Forms are available on our sub web. For EFT forms, United's form is required, and if the account to which the payment is directed is held jointly with another individual, the joint accountholder's signature is required on the form.

PLEASE NOTE: All of the above-referenced administrative service forms currently require either a wet signature or electronic signature with the corresponding authentication report by the Annuitant or other affected individuals whose signature may be required on such form(s).

For administrative service issues, please contact us by any of the following options:

Main Address: United of Omaha Life Insurance Company
Attn: Institutional Solutions Division
Mutual of Omaha Plaza Omaha, NE
68175

Phone: 800-843-2455 (Option 2)
Available Monday – Friday 8:00a.m. – 5:30p.m. EST

Email: structuredservice@mutualofomaha.com