



SAMPLE DOCUMENT
-For Discussion Purposes Only-

LONG-TERM DISABILITY INCOME INSURANCE POLICY

CONSIDERATION

In consideration of the first premium you paid and the application you completed, we have put this policy in force as of the Policy Date. Your application becomes part of your policy.

PLEASE REVIEW YOUR APPLICATION

Please review the attached copy of your application. If anything is incorrect or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information shown in the application is correct and complete. If not, your policy may not be valid.

10-DAY RIGHT TO REVIEW POLICY

You have 10 days from the date of its delivery to review your policy. If during that time you are not satisfied with it, you may return your policy to us or your agent for a prompt refund of all premiums paid. The policy will then be considered never to have been issued.

GUARANTEED RENEWABLE TO AGE 67 -- CONDITIONALLY RENEWABLE THEREAFTER TO AGE 75

You are guaranteed the right to continue your coverage until Age 67. During that time, we cannot cancel your policy as long as you pay the required premium when it is due.

After Age 67, you may continue your coverage to Age 75 provided you maintain Full-Time Employment and pay the necessary premium when due.

PREMIUMS CAN CHANGE

Your policy's premium may change before Age 67, but only if the same change is made to all policies of this form issued to persons of the same Class. After Age 67, the premium will increase every year because the premium rate is then based upon your attained age. The premium may also change for other reasons after Age 67, but only if we make the same change on a Class basis. We will give you at least 60 days advance written notice before any premium change. In no event will the premium increase during the first 12 months following the Policy Date.

This Is a Legal Contract Between You and Us
READ YOUR POLICY CAREFULLY
To Inquire About Your Coverage, or to Express a Concern,
You May Call Us Toll-Free At:
For Customer Service 1-800-775-6000
For Claims Service 1-800-775-1000

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DEFINITIONS

Age means your age on the first Policy Renewal Date that coincides with or next follows your birthday.

Beneficiary means the person(s) or legal entity you name in the application to receive this policy's survivor benefit.

Benefit Period means the maximum length of time Total Disability benefits, Proportionate Disability benefits or any combination of these benefits is payable. The benefit period begins on the first day benefits become payable after expiration of the Elimination Period. The benefit period ends after benefits have been payable for the duration of time shown on the policy schedule. If disability begins after Age 56, the length of the benefit period may gradually decrease as shown on the policy schedule Transition Table.

Class means persons with the same policy form, Benefit Period, Elimination Period, age, gender, tobacco status, occupational class or optional coverage as yours. Such persons live in the same geographic area of the state as you do.

Complication of Pregnancy means:

- (a) when the pregnancy is not terminated, a condition with a diagnosis which is distinct from pregnancy, adversely affected by pregnancy or caused by pregnancy. This includes acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity; and
- (b) cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, preeclampsia, eclampsia and toxemia.

Complication of pregnancy does not include false labor, occasional spotting, morning sickness, hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy not constituting a distinct medically-classified complication of pregnancy.

CPI-U means the Consumer Price Index for All Urban Consumers published by the United States Department of Labor. If the CPI-U is not available or is replaced, a suitable, similar alternative index will be used.

Current Monthly Income means your Monthly Income for each month of Proportionate Disability being claimed.

Elimination Period means the initial number of days of Total Disability, Proportionate Disability or any combination of both that must pass before benefits become payable. The elimination period is shown on the policy schedule. The elimination period begins on the date of first medical treatment by a Physician during Total Disability or Proportionate Disability.

Full-Time Employment means you are actively and regularly working for wage or profit for at least 30 hours per week.

Injury means bodily harm to you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness or any other cause.

Loss of Monthly Income means the difference between Prior Monthly Income and Current Monthly Income. Loss of Monthly Income must be caused by the Injury or Sickness for which claim is made. The amount of the loss must be at least 20% of your Prior Monthly Income to be considered a loss of Monthly Income. If the loss is more than 80% of your Prior Monthly Income, we will consider you to be Totally Disabled.

Mental or Nervous Disorder means neurosis, psychoneurosis, psychosis, or mental or emotional disease or disorder of any kind. Mental or nervous disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma or viral infection.

Monthly Income means your monthly income from salary, wages, bonuses, commissions, fees or other payments received for personal services rendered or work performed in any occupation. Normal and usual business expenses (as used in accepted accounting practices and procedures for tax purposes) are to be deducted. Income taxes are not to be deducted. Monthly income does not include dividends, rents, royalties, annuities or other forms of unearned income.

Normal Childbirth or **Normal Pregnancy** means childbirth or pregnancy free of Complications of Pregnancy.

Physician means a person, other than you or a member of your family, duly licensed and legally qualified to diagnose and treat a Sickness or Injury. He or she must be providing services within the scope of his or her license.

Policy Date means the date coverage is effective under this policy as shown on the policy schedule.

Policy Renewal Date means the month and day your policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual or annual basis.

Prior Monthly Income means the greater of:

- (a) your average Monthly Income for the 12-month period immediately prior to the onset of a covered disability for which claim is made; or
- (b) your average Monthly Income for the calendar year with the highest earnings of the last two calendar years prior to the onset of such covered disability.

Proportionate Disability or **Proportionately Disabled** means, *during* the Elimination Period and *during* the first 24 months following the Elimination Period, that due to Sickness or Injury:

- (a) you are unable to perform one or more of the material and substantial duties of your Regular Occupation or you are unable to perform such duties for as much time as it would normally take you to do them; and
- (b) your Loss of Monthly Income is at least 20% of your Prior Monthly Income; and
- (c) you receive Regular Medical Care.

Proportionate Disability or Proportionately Disabled means, *after* the first 24 months following the Elimination Period, that due to Sickness or Injury:

- (a) you are unable to perform one or more of the material and substantial duties of any occupation for which you are reasonably suited because of education, training or experience, or you are unable to perform such duties for as much time as it would normally take you to do them; and
- (b) your Loss of Monthly Income is at least 20% of your Prior Monthly Income; and
- (c) you receive Regular Medical Care.

Regular Medical Care means treatment, consultations and diagnostic services provided by a Physician whose specialty is suitable for your medical condition. Such care must be received in-person at a frequency that is appropriate for your Sickness or Injury according to generally accepted medical standards. We may waive this regular medical care requirement upon our receipt of reasonable proof that such care is no longer appropriate for the Sickness or Injury causing your disability.

Regular Occupation means the occupation (or occupations, if more than one) in which you are regularly engaged at the time you become disabled.

Retirement means the first Policy Renewal Date that coincides with or next follows the date you voluntarily stop Full-Time Employment.

Sickness means your illness, disease or physical condition which:

- (a) causes loss beginning while this policy is in force; and
- (b) is not excluded from coverage.

SIS Benefits Rider means the optional Social Insurance Supplement Benefits Rider. This rider's benefits reduce in coordination with any social insurance benefits you may receive.

Substance Abuse means drug abuse, alcoholism or chemical dependency.

Terminal Illness means a medical condition which is reasonably expected to cause your death within 12 months or less. Satisfactory proof of terminal illness must be provided in a written statement from your Physician.

Total Disability or **Totally Disabled** means, *during* the Elimination Period and *during* the first 24 months following the Elimination Period, that due to Sickness or Injury:

- (a) you are unable to perform the material and substantial duties of your Regular Occupation;
- (b) you are not engaged in any occupation for wage or profit; and
- (c) you receive Regular Medical Care.

Total Disability or Totally Disabled means, *after* the first 24 months following the Elimination Period, that due to Sickness or Injury:

- (a) you are unable to perform the material and substantial duties of any occupation for which you are reasonably suited because of education, training or experience; and
- (b) you receive Regular Medical Care.

Total Disability Monthly Benefit means the amount we will pay each month for Total Disability, after the Elimination Period is satisfied. The Total Disability monthly benefit is shown on the policy schedule.

Valid Disability Coverages means individual and group loss of time and disability coverages with us (including this policy) as well as with other companies. It also includes total disability benefits under life insurance policies and coverages under all compulsory benefit laws. The term will not include coverages under worker's compensation or employer's liability laws.

We, Us or Our means Mutual of Omaha Insurance Company.

You or Your means the person named as the Insured on the policy schedule.

TOTAL DISABILITY BENEFITS

If you are Totally Disabled because of a Sickness or Injury, we will pay the Total Disability Monthly Benefit. Total Disability benefits begin after the Elimination Period has been satisfied. Benefits are payable while you remain Totally Disabled for as long as the Benefit Period. When disability begins after Age 56, the Benefit Period may gradually decrease as shown in the policy schedule Transition Table.

Total Disability benefits are payable on a monthly basis. When less than one month of Total Disability benefits is due, we will pay 1/30th of the Total Disability Monthly Benefit for each day of Total Disability. Benefits for Total Disability are not payable during Proportionate Disability.

PROPORTIONATE DISABILITY BENEFITS

If you are Proportionately Disabled because of Sickness or Injury and incur a 20% or greater Loss of Monthly Income, we will pay a percentage of your Total Disability Monthly Benefit that is proportionate to your lost income. This Proportionate Disability Monthly Benefit will be an amount determined each month by using the following formula:

(Loss of Monthly Income *divided* by Prior Monthly Income)
multiplied by the Total Disability Monthly Benefit
equals the Proportionate Disability Monthly Benefit.

Proportionate Disability benefits begin after the Elimination Period has been satisfied. Benefits are payable while you remain Proportionately Disabled for:

- (a) a maximum of 24 months for any one loss, not to exceed the length of the Benefit Period; or
- (b) as long as the Benefit Period, if the Extended Proportionate Disability Benefits Rider is part of your coverage.

Proportionate Disability benefits are payable on a monthly basis. When less than one month of Proportionate Disability benefits is due, a pro rated benefit will be paid based on a 30-day month. Benefits for Proportionate Disability are not payable during Total Disability.

Adjustment of Prior Monthly Income Due to Inflation

Your Prior Monthly Income will be adjusted to compensate for increases in the cost of living when calculating the above formula. On each one-year anniversary of the start of Proportionate Disability, your Prior Monthly Income will be adjusted by the percentage change in the CPI-U or 5%, compounded annually, whichever is lesser.

Such adjustments will continue while you remain Proportionately Disabled until the maximum benefit has been paid. All adjustments will be rounded to the nearest dollar.

PRESUMPTIVE TOTAL DISABILITY BENEFITS

You will be presumed to be permanently Totally Disabled if Sickness or Injury results in the complete and irrecoverable loss of your:

- (a) speech;
- (b) hearing in both ears;
- (c) sight in both eyes; or
- (d) the use of both hands, both feet or one hand and one foot.

We will automatically pay Total Disability Benefits under your policy and any SIS Benefits Rider for the full length of the Benefit Period upon proof of your presumptive Total Disability. Benefits are payable even if you return to work at any occupation. The Elimination Period will be waived. Regular Medical Care will not be required.

TRANSPLANT DONOR BENEFITS

If you become Totally Disabled or Proportionately Disabled as the result of a transplant of part of your body to the body of another person, we will pay benefits under your policy and any SIS Benefits Rider on the same basis as any other Sickness. Total or Proportionate Disability due to a transplant donation must begin at least six months after the Policy Date.

TERMINAL ILLNESS BENEFIT

If you are diagnosed with a Terminal Illness, you can elect to receive an accelerated payment of the remaining Total Disability Monthly Benefits due in a lump sum amount. This Terminal Illness Benefit may accelerate up to 12 months of the current benefits payable under your policy and any SIS Benefits Rider. It is payable to you on a one-time basis. Once this Terminal Illness Benefit is paid, your policy will terminate and the Survivor Benefit will not be payable, unless proof of life beyond the period paid is submitted to us. Terminal Illness Benefits, combined with any other disability benefits paid, cannot exceed the length of the Benefit Period.

SURVIVOR BENEFIT

Upon your death, we will pay a survivor benefit to your designated Beneficiary, if, at the time you died:

- (a) Total or Proportionate Disability benefits were payable; and
- (b) the Benefit Period was not exhausted.

The survivor benefit will be a lump-sum amount equal to three times the Total or Proportionate Disability Monthly Benefit payable under your policy and any SIS Benefits Rider at the time of your death. In the event no Beneficiary is named or living, the survivor benefit will be paid:

- (a) to your surviving spouse; if none, then
- (b) equally to your surviving natural and adopted children; if none, then
- (c) equally to your surviving parent(s); if none, then
- (d) to your estate.

REHABILITATION BENEFITS

While you are receiving Total Disability or Proportionate Disability benefits, we may pay for a vocational rehabilitation program if it is beneficial for both you and us. The goal of the program is your return to work.

Rehabilitation is voluntary. The program may start at your request or we may suggest it. Any rehabilitation program must be mutually agreed upon between you and us. The program must be approved in writing by us before it begins.

Rehabilitation assistance may include, but is not limited to:

- (a) job modification;
- (b) retraining for a new occupation;
- (c) purchase of adaptive equipment;
- (d) management of medical services;
- (e) educational expenses; and
- (f) business or financial planning.

WAIVER OF PREMIUM

If Sickness or Injury results in more than 90 continuous days of Total Disability and/or Proportionate Disability, we will:

- (a) refund any premiums which became due and were paid during this 90-day period; and
- (b) waive the payment of each premium which thereafter becomes due as long as Total Disability or Proportionate Disability benefits are payable.

Waiver of premium will automatically apply if you receive Presumptive Total Disability benefits.

In no event will premiums be waived beyond the end of the Benefit Period. Once waiver of premium stops, you must resume payment of premiums to keep your policy in force.

RECURRENT DISABILITY

If a later disability results from the same cause or causes as a prior disability, the later disability will be considered to be a new loss if you were able to return to Full-Time Employment between such disabilities for at least six months in a row.

If a later disability results from a different cause or causes as a prior disability, the later disability will be considered to be a new loss if you were able to return to Full-Time Employment between such disabilities for at least 30 days in a row.

The full Benefit Period will be restored, and a new Elimination Period will apply, to a new loss.

This Recurrent Disability section will not extend the benefit limitation for Substance Abuse or Mental or Nervous Disorders beyond the stated lifetime maximum of 24 months.

TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your request to cancel the policy (in which case the grace period will not apply);
- (b) the date of your death;
- (c) the Policy Renewal Date, if the renewal premium was not paid before the end of the grace period;
- (d) the Policy Renewal Date following the date you stop Full-Time Employment after Age 67; or
- (e) when you reach Age 75.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid. If we accept a premium without notice of your Retirement, such premium will be refunded. If we accept a premium after you reach Age 75 or after we receive notice of your Retirement, disability coverage will continue until the end of the period for which premium was accepted.

Termination of coverage will not affect any claim beginning while the policy was in force.

EXCLUSIONS AND LIMITATIONS

We will not pay benefits for:

- (a) loss that begins while this policy is not in force;
- (b) loss resulting from an act of declared or undeclared war;
- (c) loss sustained while serving in the armed forces (upon notice to us of entry into the armed forces, the unearned portion of the premium will be refunded);
- (d) loss caused by intentionally self-inflicted injury (while sane in Colorado);
- (e) loss resulting from commission or attempted commission of a felony; or
- (f) loss caused by suicide or attempted suicide, while sane or insane (sane only in Colorado and Missouri).

Benefits payable are limited for the following conditions:

Pregnancy

We will not pay benefits for loss due to Normal Childbirth, Normal Pregnancy or voluntarily induced abortion. We will pay benefits for Complications of Pregnancy on the same basis as any other Sickness.

Substance Abuse Limitation

Benefits payable for Substance Abuse are limited to a lifetime maximum of 24 months. The RECURRENT DISABILITY section will not extend this lifetime maximum benefit limitation.

Mental or Nervous Disorder Limitation

Benefits payable for Mental or Nervous Disorders are limited to a lifetime maximum of 24 months. The RECURRENT DISABILITY section will not extend this lifetime maximum benefit limitation.

CLAIMS PROVISIONS

Notice of Claim

Written notice of a claim must be given to us within 20 days (30 days in Mississippi; 60 days in Kentucky and Wyoming; six months in Montana) after a loss begins, or as soon as is reasonably possible. If disability benefits may be payable for at least two years, you must also give us notice of your continued disability. Such notice must be given at least once every six months after the initial notice, except in the event of legal incapacity. The six-month period following any filing of proof by you, or any payment or denial of benefits by us, will be excluded in applying this provision. Delay in giving notice will not impair your right to benefits which would otherwise have accrued during the six months (12 months in Wisconsin) before the date on which notice is actually given. You may give us the required notice or someone else may do it for you. The notice should include your name and policy number as shown on the policy schedule. Notice should be mailed to us in Omaha, Nebraska, or to any of our agents.

Claim Forms

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss

For periodic payment of a continuing loss, you must give us written proof of loss within 90 days after the end of each period for which we are liable. For any other loss, written proof must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months (15 months in Hawaii) from the time otherwise specified, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

We will make periodic payments for loss for which benefits have accrued for more than one month. Subject to our receipt of written proof of loss, accrued benefits for such loss will be paid at the end of each month. Any balance unpaid when our liability for such loss ends will be paid immediately upon our receipt of written proof. Benefits for any other covered loss will be paid immediately once we receive written proof of loss.

PAYMENT OF CLAIMS

All benefits will be paid to you, if living. Benefits unpaid at your death, including the Survivor Benefit, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000.00 to any relative of yours whom we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

TERM OF COVERAGE

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

POLICY PROVISIONS

Entire Contract and Changes

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

Time Limit on Certain Defenses

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

No claim for loss incurred or disability that starts after two years from the date you become covered under this policy will be reduced or denied on the ground that a Sickness or Injury, not excluded from coverage by name or specific description, existed prior to the effective date of your coverage.

Grace Period

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during your grace period.

Reinstatement

Your policy will lapse if you do not pay your premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day (30th day in New Mexico) following the date of the application unless we give you prior written notice of its disapproval.

The reinstated policy only covers loss due to an Injury that occurs after the date of reinstatement or a Sickness that begins more than 10 days after such date. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed, unless special conditions are added in connection with the reinstatement. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

Physical Examinations

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending.

Independent Medical Examination and Arbitration

If we require an independent evaluation of your medical care for any final determination of benefits, only a Physician who is:

- (a) certified to practice in the same field as the primary treating Physician; or
- (b) formally educated in the same field as the primary treating Physician;

may conduct the independent evaluation. The independent evaluation will include a physical examination of the patient (unless deceased) and a personal review of all X-rays and reports prepared by the primary treating Physician.

A certified copy of all reports of findings must be sent to the primary treating Physician and to you within 10 working days after we receive the evaluation.

If you disagree with the findings of the evaluation, an appeal must be submitted to us within 30 days after your receipt of such findings. We will notify the primary treating Physician in writing of the appeal.

Change of Beneficiary

Only you have the right to change the Beneficiary. Consent of the Beneficiary is not required for any change of Beneficiary. Also, no such consent is required for surrender or assignment of this policy or to make any other change in this policy.

To change a Beneficiary, send us a written request. 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.

Misstatement of Age

If your age has been misstated, all benefits payable will be those which the premium paid would have purchased at the correct age.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years (five years in Kansas; one year in Louisiana; six years in South Carolina) from the date proof of loss is required. (In Florida, legal action cannot be brought after the applicable statute of limitations has expired from the time written proof of loss is required.)

Unpaid Premium

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

Relation of Earnings to Insurance

The monthly benefits payable under this policy will be reduced if the disability benefits you receive from all Valid Disability Coverages exceed your Prior Monthly Income.

In the event that monthly benefits are reduced, we will pay each month a portion of the Total Disability Monthly Benefit shown on the policy schedule pursuant to the following calculation:

(Prior Monthly Income *divided* by Valid Disability Coverages benefits)

multiplied by this policy's Total Disability Monthly Benefit

If an optional SIS Benefits Rider is part of your coverage, the SIS Total Disability Monthly Benefit otherwise payable will be added to the base policy's Total Disability Monthly Benefit for the purposes of figuring the above calculation.

We will return the part of the premium paid during the two-year period prior to your disability that exceeds the amount needed to pay for the actual benefits payable under this provision.

In no event will this provision be used to reduce the total monthly benefits payable under all disability coverages with us to less than \$300.00.

Conformity with State Statutes

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.