



**BlueCross BlueShield  
of Montana**

**Basic Term Life  
Insurance**

**Retiree Benefit Booklet**

**STATE OF MONTANA**

**F026969-0001**

**Class 1-02**

Insurance products issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Montana is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

**11/23/2021**

# Dearborn Life Insurance Company

(A stock life insurance company, herein called "We" "Us" or "Our")

Administrative Office:  
701 E. 22nd Street  
Lombard IL 60148

## Having issued Group Policy No. F026969-0001

(herein called the *Policy*)

to

STATE OF MONTANA

(herein called the *Policyholder*)

## Group Insurance Certificate

CERTIFIES that *You* are insured, provided that *You* qualify under the ELIGIBILITY AND EFFECTIVE DATES provision, become insured and remain insured in accordance with the terms of the *Policy*. *Your* insurance is subject to all the definitions, limitations and conditions of the *Policy*, and it takes effect as stated in the ELIGIBILITY AND EFFECTIVE DATES provision.

This Certificate describes *Your* eligibility for benefits and the terms and provisions of the *Policy*. It replaces and cancels any other Certificate previously issued to *You* under the *Policy*.

If the terms and provisions of the Group Insurance Certificate (issued to *You*) are different from the *Policy* (issued to the *Policyholder*), the *Policy* will govern. *Your* coverage may be canceled or changed in whole or in part under the terms and provisions of the *Policy*.

### READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company



Secretary



President

### Basic Group Term Life Insurance Certificate

Non-Participating

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## ***SCHEDULE OF BENEFITS***

Coverage is only provided for the Benefits shown, as selected below, in this Schedule of Benefits

**POLICYHOLDER:** STATE OF MONTANA

**POLICY NUMBER:** F026969-0001

**EFFECTIVE DATE:** January 1, 2022

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**ELIGIBILITY: Class 02** All retired Members who are not eligible for Medicare and elect the Core Benefit Package upon retirement of the Policyholder.

**Eligibility Waiting Period:** Current *Retirees*: None

New *Retirees*: None

### **GROUP TERM LIFE INSURANCE**

**Policyholder Contribution:** 0% of premium

***Retiree* Basic Life Benefit Amount** \$14,000

**Reduction of Benefits** None

## ***ELIGIBILITY AND EFFECTIVE DATE PROVISIONS***

### ***Who is eligible for this insurance?***

The eligibility for this insurance is as indicated in the *Schedule of Benefits*. The *Eligibility Waiting Period* is set forth in the *Schedule of Benefits*.

### ***Are Retirees Eligible?***

Yes, but only if the *Policyholder*:

1. has defined retirees as an eligible class on his *Application*; and
2. has agreed to pay at least 0% of the premium for retiree coverage.

### ***When does Your Contributory insurance become effective?***

You may apply for insurance coverage. Your coverage will become effective as follows:

Your *Contributory* coverage will become effective on the latest of the following dates:

1. If You enroll for coverage prior to the Policy effective date, the Policy effective date;
2. If You enroll for coverage within 60 days after Your retirement date, coverage will retroactively become effective on your retirement date. If you do not enroll for coverage within 60 days of retirement, You are not eligible to apply at a later date.

***Enrollment Form*** means the application You complete to apply for coverage under the Policy.

### ***Changes to Your coverage***

A change in Your coverage may occur if:

1. There is a *Policy* change; or
2. You enter another class and become eligible for a change in benefits.

If You are eligible for additional coverage due to a *Policy* change, the additional coverage will be effective on the date the *Policy* change is effective, as requested by the *Policyholder* and agreed upon by Us.

Additional coverage for reasons other than a *Policy* change will be effective first of the month following the later of:

1. The date You enroll for the additional coverage; or
2. The date You become eligible for the additional coverage, if enrollment is not required; or
3. The date We approve Your coverage if *Evidence of Insurability* is required.

## ***TERM LIFE INSURANCE BENEFIT***

### ***When is a Life Insurance Benefit payable?***

We will pay *Your* beneficiary the amount of life insurance in force as of the date of *Your* death provided:

1. *You* are insured under the Policy on the date of death, and
2. *We* receive proof of death.

*We* will determine the amount of insurance payable based upon the *Schedule of Benefits*. We will pay the proceeds due under the Policy within 60 days of receipt of proof of death. If *We* fail to pay the proceeds due under the Policy within 30 days after *We* receive due proof of death, *We* will pay interest on the proceeds from the 30th day until settlement. Interest will be calculated according to the requirements of the applicable Montana law.

### ***Who will receive Your Life Insurance Benefits?***

*Your* beneficiary designation must be made on a form which *We* provide or on a form accepted by *Us*. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless *You* had specified otherwise. The *Policyholder* may not be named as beneficiary if the *Policyholder* is a charity or religious organization. Unless *You* provide otherwise, if a beneficiary dies before *You*, *We* will divide that beneficiary's share equally between any remaining named beneficiaries.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, *We* will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent *Us* from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

### ***Facility of Payment***

If no named beneficiary survives *You* or if *You* do not name a beneficiary, *We* will pay the amount of insurance:

1. to *Your* spouse, if living; if not,
2. in equal shares to *Your* then living natural or legally adopted children, if any; if none,
3. in equal shares to *Your* father and mother, if living; if not,
4. in equal shares to *Your* brothers and/or sisters, if living; if not,
5. to *Your* estate.

If any benefits under this provision are to be paid to *Your* estate, *We* may pay an amount not greater than \$500 to any person *We* consider equitably entitled by reason of having incurred funeral or other expenses incident to *Your* death. Any and all payments made by *Us* shall fully discharge *Us* in the amount of such payment.

### ***May You change Your beneficiary?***

*You* may change *Your* beneficiary at any time by completing a form provided or accepted by *Us*, and sending it to the *Policyholder*. *Your* written request for change of beneficiary will not be effective until it is recorded by the *Policyholder*. After it has been so recorded, it will take effect on the later of the date *You* signed the change request form or the date *You* specifically requested. If *You* die before the change has been recorded, *We* will not alter any payment that *We* have already made. Any prior payment shall fully discharge *Us* from further liability in that amount.

If *You* have selected either the Waiver of Premium Benefit Rider or the Extended Insurance Benefit Rider, but not both, as shown in the *Schedule of Benefits*, or if *You* have selected the Portability Benefit Rider, as shown in the *Schedule of Benefits*, and because of *Your* selection, *You* are approved for continued life coverage, and if selected as shown in the *Schedule of Benefits*, continued AD&D coverage, *You* will be asked to name a beneficiary. A beneficiary designation under any of the options named in the preceding sentence, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the Policy. Such change of beneficiary only applies while *You* qualify for continued life coverage, and if selected as shown in the *Schedule of Benefits*, continued AD&D coverage, under either the Waiver of Premium Benefit Rider, the Extended Insurance Benefit Rider or the Portability Benefit Rider.

If continuation of life insurance, and if selected as shown in the *Schedule of Benefits*, continued AD&D insurance, under the Waiver of Premium Benefit Rider, the Extended Insurance Benefit Rider or the Portability Benefit Rider ceases, and *You* are employed by the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

## ***CONVERSION OF LIFE INSURANCE***

### ***How much Life Insurance may You convert if eligibility terminates?***

*You* may convert to an individual policy of life insurance if *Your* life insurance, or a portion of it, ceases because:

1. *You* are no longer employed by the *Policyholder*; or
2. *You* are no longer in a class which is eligible for life insurance.

In either of these situations, *You* may convert all or any portion of *Your* life insurance which was in force on the date *Your* life insurance ceased.

### ***How much Life Insurance may You convert if the policy terminates or is amended?***

*You* may also convert to an individual policy of life insurance if *Your* life insurance ceases because:

1. life insurance benefits under the *Policy* cease; or
2. the *Policy* is amended making *You* ineligible for life insurance; however, in either of these situations,

*You* must have been insured under the *Policy*, or the *Policy* it replaced, for at least three (3) years. The amount of insurance converted in either of these situations will be the lesser of:

1. the amount of life insurance in force, less any amount for which *You* become eligible under this or any other group policy within 31 days after the date *Your* life insurance ceased; or
2. \$10,000.

### ***How to apply for conversion***

*We* must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the *Policy* ceased. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain any ancillary benefits.

The minimum issue amount of an individual conversion policy is \$2,000. The premium for the individual policy will be based on:

1. *Our* current rates based upon *Your* attained age; and
2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which *You* could apply for conversion.

If *You* die during a period when *You* would have been entitled to have an individual policy issued to *You* and if *You* die before such an individual policy became effective, *We* will pay *Your* beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

1. *Your* death occurred during the 31-day period within which *You* could have made application; and
2. *We* receive proof of death.

If life insurance benefits are paid under the *Policy*, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the *Policy* would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

## ***TERMINATION PROVISIONS***

### ***When does Your coverage under the Policy end?***

Your coverage will terminate on the earliest of the following dates. Termination will not affect Your claim for a covered Loss which occurred while the coverage was in force.

1. the date on which the *Policy* is terminated;
2. the last day of the month in which *You* stop making any required contribution toward payment of premiums;
3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
4. the date *You*:
  - a. are no longer a member of a class eligible for this insurance,
  - b. request termination of coverage under the *Policy*.

## **GENERAL PROVISIONS**

### ***Entire Contract; Changes***

The *Policy*, the *Policyholder's Application*, the *Retiree's Certificate of coverage*, and *Your application*, if any, and any other attached papers, form the entire contract between the parties. Coverage under the *Policy* can be amended by mutual consent between the *Policyholder* and *Us*. No change in the *Policy* is valid unless approved in writing by one of *Our* officers. No agent has the right to change the *Policy* or to waive any of its provisions.

### ***Statements on the Application***

In the absence of fraud, all statements made in any signed application are considered representations and not warranties (absolute guarantees). No representation by:

1. the *Policyholder* in applying for the *Policy* will make it void unless the representation is contained in his signed *Application*; or
2. any *Retiree* in applying for insurance under the *Policy* will be used to reduce or deny a claim unless a copy of the application for insurance, signed by the *Retiree*, is or has been given to the *Retiree*.

### ***Legal Actions***

Unless otherwise provided by federal law, no legal action of any kind may be filed against *Us*:

1. until 60 days after proof of claim has been given; or
2. more than 3 years after proof of *Loss* must be filed, unless the law in the state where *You* live allows a longer period of time.

### ***Clerical Error***

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent *You* from receiving coverage, if *You* are entitled to coverage under the terms of the *Policy*; or
2. Cause coverage to begin or coverage to continue for *You* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about *You* that is incorrect, *We* will:

1. Use the facts to decide whether *You* have coverage under the *Policy* and in what amounts; and
2. Make a fair adjustment of the premium.

### ***Incontestability***

The validity of the *Policy* shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of the *Policy* shall not be contested on the basis of a statement made relating to insurability by any person covered under the *Policy* after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

### ***Premium Provisions***

Premiums are payable in United States dollars on or before their due dates.

Premium charges for increases in insurance amounts becoming effective during a policy month will begin on the next premium due date. Premium charges for insurance terminating during a policy month will cease at the end of the month in which such insurance terminates. This method of charging premium is for accounting purposes only. It will not extend any insurance coverage beyond the date it would otherwise have terminated.

### ***Misstatement of Age***

If *You* have misstated *Your age*, the true age will be used to determine:

1. the effective date or termination date of insurance; and
2. the amount of insurance; and
3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

***Conformity with Montana Statutes***

The provisions of the Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which *You* reside on or after the Effective Date of this Certificate.

***Assignment***

*You* may assign any incident of ownership *You* may possess of the life insurance benefits provided under the *Policy* to anyone other than the *Policyholder*. *We* are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

## ***DEFINITIONS***

This section tells *You* the meaning of special words and phrases used in this Certificate. To help *You* recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

***Application*** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the *Policyholder* applied.

***Contributory*** means the *Policyholder* pays 0% of the premium for this insurance.

***Child or Child(ren)*** means

1. A natural child; step-child; legally adopted child; a child who has been Placed For Adoption (must provide pre-adoption placement agreement) with *You* or *Your Spouse* and for whom as part of such placement, *You* or *Your Spouse* have a legal obligation for the partial or full support of such *Child*, including providing coverage under this *Policy* pursuant to a written agreement; a person for whom *You* or *Your Spouse* have been appointed the legal guardian by a court of competent jurisdiction prior to the *Child* attaining eighteen (18) years of age; and
2. Is less than twenty-six (26) years of age. This requirement is waived if the *Child* was mentally handicapped/challenged or physically handicapped/challenged provided that the *Child* is incapable of self-supporting employment and is chiefly dependent upon *You* for support and maintenance.

*Child* does not include the spouse of the *Dependent Child* or a *Child* of the *Dependent Child*.

***Enrollment Form*** means the application *You* complete to apply for coverage under the *Policy*.

***Injury*** means bodily injury resulting directly from an Accident and independently of all other causes.

***Insured*** means an *Retiree* covered under the *Policy*.

***Male Pronoun*** whenever used includes the female.

***Policy*** means this contract between the *Policyholder* and Us including the attached *Application*, which provides group insurance benefits.

***Policyholder*** means the person, firm, or institution to whom the *Policy* was issued. *Policyholder* also means any covered subsidiaries or affiliates set forth on the face of the *Policy*.

***Registered Domestic Partner or Domestic Partner*** means all of the following “Required Eligibility Conditions” are met:

1. *You* and *Your Domestic Partner* are both eighteen (18) years of age or older;
2. *You* and *Your Domestic Partner* share a common residence;
3. Neither *You* nor *Your Domestic Partner* is married to any other person;
4. *You* and *Your Domestic Partner* are not legally related to each other as a parent, brother or sister, half-brother or half-sister, niece, nephew, aunt, uncle, grandparent or grandchild;
5. *You* and *Your Domestic Partner* have a financially interdependent relationship as evidenced by at least one (1) of the following:
  - a. Mutually granted powers of attorney or mutually granted health care powers of attorney; or
  - b. Designation of each other as primary beneficiary in wills, life insurance policies or retirement plans.

Where the laws of the governing jurisdiction mandate a definition of *Registered Domestic Partner* other than shown above, that definition will be used in the *Policy*.

***Retiree*** means a former member who was covered under this Plan as a Participant on their last day of Active Service for the Employer prior to retirement, and coverage is subject to the terms of § 2-18-704, MCA. A *Retiree*'s Dependents and surviving Dependents upon the death of the *Retiree* are also eligible if the *Retiree* was eligible for coverage and covered under this Plan, subject to the terms of § 2-18-704, MCA.

The *Retiree* must notify the Employer within sixty (60) days of the date Active Service ends to continue post-retirement coverage. The *Retiree* may continue coverage on the Plan on a self-pay basis, retroactive to the date Active Service ended.

A Retiree may transfer coverage and become a Dependent of an actively employed or retired spouse/domestic partner on the Plan while still retaining the right to return to coverage under their own name in the case of an event resulting in loss of eligibility for spouse coverage (divorce, death of the spouse/domestic partner, etc.).

**Spouse** means your legal spouse, according to the marriage laws of the state where the marriage was first solemnized or established. *Spouse* includes *Your Domestic Partner*.

*Spouse* does not include a spouse who is legally separated or divorced from *You* and has a court order or decree stating such from a court of competent jurisdiction, and regardless of a court order requirement to carry or pay for a legally separated or divorced *Spouse's* coverage.

A *Spouse* who is a full-time member of the military of any country is not eligible for benefits.

**We, Our** and **Us** means Dearborn Life Insurance Company, Chicago, Illinois.

**You, Your** and **Yours** means the eligible *Retiree* to whom this Certificate is issued and whose insurance is in force under the terms of the Policy.

**DEARBORN LIFE INSURANCE COMPANY**  
(herein called We, Us, Our)

**Administrative Office:**  
701 E. 22<sup>nd</sup> Street  
Lombard, IL 60148

**RIDER**

This Rider is made part of the Policy or Certificate to which it is attached and is subject to all the provisions of the Policy not in conflict with the provisions of this Rider.

***REPATRIATION BENEFIT***

***What is the Repatriation Benefit?***

*We* will pay an additional amount, as set forth below in the Schedule of Benefits, for *Eligible Expenses* incurred for the return of *Your* body to *Your* place of residence if:

1. A life insurance benefit is payable because of *Your* death; and
2. *Your* death occurs more than 75 miles from *Your* principal residence.

This benefit is payable in addition to any other benefits provided under the *Policy*.

For purposes of the Repatriation Benefit, *Eligible Expenses* means costs for: transportation of the body or remains.

Benefit Amount                      Reimbursement of incurred costs up to \$5,000.

President



# **Dearborn Life Insurance Company**

## **To be distributed to Canadian Resident Employees Only**

As part of this insurance benefit, State of Montana has arranged for Dearborn Life Insurance Company to offer to you the benefits described in this Group Certificate, which may include certain conversion/portability/waiver of premium options. Please refer to the Certificate for more detail on these options and others.

This Group Certificate is issued under a Policy purchased by State of Montana. Dearborn Life Insurance Company is an Illinois domiciled insurance company and the Policy and this Group Certificate have been issued as part of its business in the United States. Dearborn Life Insurance Company is not regulated in Canada. Any disputes under the Policy or Group Certificate are to be resolved in a jurisdiction in the United States and in accordance with the provisions of the Policy and Group Certificate.

**NOTICE OF PROTECTION PROVIDED  
BY MONTANA LIFE AND HEALTH  
INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Montana Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders.

The Association was established under Montana law to provide protection in the unlikely event that a life, annuity or health insurance issuer becomes financially unable to meet its obligations and is placed into liquidation. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Montana law, with funding from assessments paid by other insurance companies.

In the event a company is placed into liquidation, benefits provided by the Association are payable according to the insurance policy or certificate, and subject to the following maximum limits:

**Life Insurance**

- \$300,000 in death benefits, but limited to \$100,000 in cash surrender and net cash withdrawal values.

**Health Insurance**

- \$500,000 health insurance benefits
- \$300,000 in disability income insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits

**Annuities**

- \$250,000 present value, including net cash surrender and net cash withdrawal values

The maximum amount of protection is \$300,000 in benefits with respect to any one life regardless of the number of policies or contracts, except with respect to the \$500,000 maximum in health insurance benefits but not including disability, long term care or other types of health insurance benefits.

**Note: Other restrictions to coverage apply. Certain policies and contracts may not be covered or fully covered.**

For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Montana law.

To learn more about the protections, as well as protections relating to group contracts or retirement plans, please visit the Association's web site at [www.mtlifega.org](http://www.mtlifega.org) or contact:

Montana Life and Health Insurance  
Guaranty Association  
PO Box 8247  
Missoula, MT 59807  
877-678-1048 or  
[administrator@mtlifega.org](mailto:administrator@mtlifega.org)

Office of the Montana State Auditor  
Commissioner of Securities and Insurance  
840 Helena Ave.  
Helena, MT 59601  
406-444-2040

**IF YOUR INSURANCE COMPANY IS IN GOOD STANDING AND NOT IN LIQUIDATION, PLEASE DIRECT QUESTIONS ABOUT YOUR POLICY TO YOUR INSURANCE COMPANY!**

**Insurance companies and agents are not allowed by Montana law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage.**

**If there is any inconsistency between this notice and Montana law, then Montana law will control.**

**END OF CERTIFICATE**

Administrative Office:

**701 E. 22nd Street • Lombard, Illinois 60148**