



**BlueCross BlueShield  
of Montana**

# **Supplemental Term Life Insurance**

**Member Benefit Booklet**

**STATE OF MONTANA**

**F026969-0001**

**Class 1-01**

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.

**Rev. 10/01/2022**

**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

**Supplemental 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 (Revised effective January 1, 2023)  
**ANNUAL ENROLLMENT PERIOD:** As defined by the Policyholder

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**ELIGIBILITY: Class 01** All active Members enrolled in the State Sponsored Health Plan of the Policyholder working in the United States of America who are Actively at Work for the Policyholder and who have completed the Waiting Period are eligible for the insurance.

**Eligibility Waiting Period:** Current *Members*: None  
New *Members*: Elected officials are eligible on the date they take the oath of office, but not before the date their term begins.  
All other *Members* are eligible on the date You become a *Member*

## GROUP TERM LIFE INSURANCE

**Policyholder Contribution:** 0% of premium

### **Member Supplemental Life Benefit Amount**

Plan 1: All *Members*, excluding Legislators, may elect one (1) times *Annual Earnings* rounded up to the next higher multiple of \$5,000, if not already a multiple of \$5,000.

Plan 2: All *Members* enrolled in Plan 1 may elect any amount in increments of \$5,000 to a maximum of \$1,000,000 when combined with Plan 1.

Legislators may elect any amount in increments of \$5,000 from a minimum of \$25,000 to a maximum of \$1,000,000.

**Annual Earnings** means *Your* gross annual income from the *Policyholder* in effect prior to *Your* Date of Loss. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

Guarantee Issue Benefit Limit

*Member Supplemental*: \$25,000 for Legislators and one (1) times *Annual Earnings* rounded up to the next higher multiple of \$5,000 for all other *Members*

Amounts in excess of the Guarantee Issue Benefit Limit are subject to satisfactory *Evidence of Insurability*

**Reduction of Benefits**

Supplemental Group Term Life benefits: None.  
Benefits terminate at retirement.

Dependent Spouse: None. Benefits terminate at retirement.

**Waiver of Premium**

Waiver Eligibility

Totally Disabled prior to age 60 without interruption from the last date worked for at least 6 months

Insured Eligibility

*Member*

Maximum Waiver of Premium Duration

Age 65

**Accelerated Death Benefit (ADB)**

Benefit Amount

75% of *Supplemental* Term Life Insurance In force

Insured Eligibility

*Member*

Minimum Covered Life Insurance Amount

\$15,000

Maximum ADB Payment

\$500,000

Minimum ADB Payment

\$5,000

**Portability**

Benefit Eligibility

*Supplemental* Life

Insured Eligibility

*Member, Dependent Spouse*

Portability Benefit Duration

Age 65

**DEPENDENT TERM LIFE INSURANCE**

**Policyholder Contribution:**

0% of premium

*Spouse* Benefit Amount

*Supplemental*: Incremental selection from a minimum of \$5,000 to a maximum of \$500,000 in increments of \$5,000, not to exceed the *Member's* total *Supplemental* Life benefit amount.

Includes *Registered Domestic Partner*

Guarantee Issue Benefit Limit

*Spouse Supplemental*: \$10,000

Amounts in excess of the Guarantee Issue Benefit Limit are subject to satisfactory *Evidence of Insurability*.

## ***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*.

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

**Contributory** means *You* pay all or a portion of the premium for this insurance coverage.

*You* may apply for *Supplemental* insurance coverage at any time. *Your* coverage will become effective as follows, provided *You* are *Actively at Work* on that date:

*Your Contributory* coverage for amounts up to the Guarantee Issue Benefit Limit will become effective on the latest of the following dates provided *You* are *Actively at Work* on that date:

1. If *You* enroll for coverage prior to the *Policy* effective date, the *Policy* effective date;
2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the date *You* sign the *Enrollment Form*.

*You* must be *Actively at Work* for coverage under the *Policy* to become effective.

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

### ***Change in Family Status***

If *You* experience a *Change in Family Status*, *You* may apply for additional coverage, or request changes to *Your* current *Supplemental* benefit program(s), provided the benefit change is consistent with the *Change in Family Status*. *You* must submit the appropriate *Enrollment Form* within 91 days if the *Change in Family status* is due to adding a *Child*. Changes for reasons other than adding a *Child* must be submitted within 60 days.

**Change in Family Status** means changes in the status of *Your* family, including but not limited to:

1. *You* get married or execute a *Domestic Partner* affidavit;
2. *You* have a *Dependent Child*, or *You* adopt or become the legal guardian of a *Dependent* child;
3. *Your Spouse* dies or *You* become divorced;
4. *Your Dependent Child* becomes emancipated or dies;
5. *Your Spouse* is no longer employed, resulting in a loss of group insurance, or;
6. *You* have a change in classification which results in *You* changing from part-time to full-time, or full-time to part-time.

### ***When is Evidence of Insurability required?***

*Evidence of Insurability* is required if:

1. *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date; or
2. *You* voluntarily canceled *Your* insurance and choose to reapply; or
3. *Your* coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the *Schedule of Benefits*; or
4. *You* apply to increase *Your* coverage amount during the *Policy* year; or
5. *You* enroll for additional coverage in Plan 2 during *Annual Enrollment* that is greater than the next 2 higher coverage options even if the total amount of coverage exceeds the Guarantee Issue Benefit.

*Evidence of Insurability* is not required for an *Member* who was previously covered as a *Spouse* and who ceases to be a *Spouse* due to a *Change in Family Status* if:

1. *You* are currently a *Member*;
2. *You* apply for coverage as a *Member* within 60 days of the status change; and
3. The amount of coverage requested does not exceed the amount of coverage *You* had as a *Spouse*.

*Evidence of Insurability* is not required for a *Spouse* who was previously covered as an *Member* and who ceases to be an *Member* due to retirement or termination of employment if:

1. *You* are currently an *Member*;
2. *You* apply for coverage for *Your Spouse* within 31 days of the date *Your Spouse* ceased to be an *Member*; and
3. The amount of coverage requested does not exceed the amount of coverage *Your Spouse* had as an *Member*.

*Evidence of Insurability* is not required for a *Spouse* who:

1. Applies for \$5,000 or \$10,000 during *Annual Enrollment*; or
2. Elects an increase of \$5,000 during *Annual Enrollment*, not to exceed the Guarantee Issue Benefit.

Receipt of premium before *We* have approved *Evidence of Insurability* will not constitute acceptance and does not guarantee issuance of any benefit amount prior to *Our* approval.

***Evidence of Insurability*** means a statement of *Your* medical history which *We* will use to determine if *You* are approved for coverage. *Evidence of Insurability* will be provided at *Our* expense if *You* enroll within 31 days after *Your* eligibility date. *Evidence of Insurability* will be provided at *Your* expense if *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date.

***Evidence of Insurability Form*** means a form provided or approved by *Us* on which *You* provide a statement of *Your* medical history. *You* may obtain an *Evidence of Insurability Form* from the *Policyholder*.

#### ***What is an Annual Enrollment period?***

Unless otherwise specified, ***Annual Enrollment Period*** means a period of time during which eligible *Members* may apply for *Supplemental* life coverage or request changes to their life benefit plan. The *Annual Enrollment Period* is shown on the *Schedule of Benefits*.

Eligible *Members* may enroll for coverage, apply for additional coverage, or request changes to their current *Supplemental* benefit program(s) during the *Annual Enrollment*, unless they qualify because of a *Change in Family Status*.

Any enrollment outside of the *Annual Enrollment Period* is subject to *Evidence of Insurability*.

*Members* hired after an *Annual Enrollment* period may enroll within 31 days after their eligibility date.

Initial requests for coverage or requests for changes to existing coverage made during the *Annual Enrollment* period will become effective on the *Policy* anniversary date.

#### ***If You are not Actively at Work, when does coverage become effective?***

If *You* are absent from *Active Work* on the date *Your* coverage would otherwise become effective; and *Your* absence is caused by an *Injury*, illness or layoff, *Your* effective date for any initial coverage or increased coverage will be deferred until the first day *You* return to *Active Work*.

However, *You* will be considered *Actively at Work* on any day that is not *Your* regularly scheduled work day (including but not limited to a weekend, vacation or holiday) if *You* were *Actively at Work* on the immediately preceding scheduled work day and *You* were:

1. not *Hospital Confined*; or;
2. disabled due to an *Injury* or *Sickness*.

#### ***What happens if We are replacing an existing Policy? Is continuity of coverage provided?***

If *You* were insured for coverage under the *Prior Policy* on the day immediately preceding *Our Policy*'s Effective Date, and subject to the payment of premiums when due, *We* agree to provide continuity of coverage for *You* and *Your Eligible Spouse* and *Eligible Dependent Children* if *You* are not *Actively at Work* on *Our Policy* Effective Date. If *Your* coverage is extended under this provision, *You* are not eligible for *Portability* or *Waiver of Premium* benefits under *Our Policy*.

Coverage under this provision will end on the earlier of:

1. The date *You* return to *Active Work*, at which time *You* may be covered as an *Actively at Work Insured* under *Our Policy*;
2. The last day of the 24th month following *Our Policy* Effective Date;
3. The last day *You* would have been covered under the *Prior Policy* had the *Prior Policy* not terminated;
4. The date *You* are approved for *Waiver of Premium* under the *Prior Policy*; or
5. The date insurance terminates for one of the reasons stated in the Termination Provisions of *Our Policy*.

The amount of coverage provided will be the lesser of:

1. The amount of coverage *You* had under the *Prior Policy*, or;
2. The amount of coverage *You* are eligible for under *Our Policy*

Reduced by any amount

1. In-force, paid or payable under the *Prior Policy*, or
2. Which would have been payable if timely election had been made under the *Prior Policy*.

***Prior Policy*** means the group term life insurance policy issued to the *Policyholder* whose coverage terminated immediately prior to *Our Policy* Effective Date.

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

A change in *Your* coverage may occur if:

1. *You* Enroll for a different coverage option; or
2. There is a *Policy* change; or
3. *You* enter another class and become eligible for a change in benefits; or
4. *You* experience a qualified *Change in Family Status*; or
5. There is a change in *Your Annual Earnings*, which results in an increased benefit amount.

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.

In order for *Your* additional coverage to begin, *You* must be *Actively at Work*.

Additional *Contributory* coverage is subject to payment of premium.

Any decrease in coverage will take effect immediately.

Exception: Increases or decreases to *Your Supplemental* benefit program elected during the *Annual Enrollment Period* will become effective on the next *Policy* anniversary date, provided *You* are *Actively at Work* on that day.

### ***Eligibility after You Terminate Employment***

If *Your* coverage ends due to termination of employment and *You* do not elect to continue coverage under the Portability Benefit Rider, if elected and shown on the *Schedule of Benefits*, *You* must meet all the requirements of a new *Member* if *You* are rehired at a later date.

Exception: If *Your* coverage ends due to termination of employment and *You* return to *Active Work* in an eligible class within 90 days, *We* will not:

1. apply a new *Eligibility Waiting Period*; or
2. require *Evidence of Insurability*.

If *You* converted all or part of *Your* group life insurance when employment terminated, the individual policy must be surrendered upon return to *Active Work*.



## **TERM LIFE INSURANCE BENEFIT**

***THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.***

### ***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 charitable 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 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 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 under either the Waiver of Premium Benefit Rider or the Portability Benefit Rider.

If continuation of life insurance under the Waiver of Premium 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.

If *You* elected the Portability Benefit Rider, conversion is not available for amounts continued under the Portability Benefit unless coverage under the Portability Benefit terminates. Conversion from Portability will be as specified in the Portability Benefit Rider.

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; or
2. the first of the month following the date *You* stop making any required contribution toward payment of premiums; or if *You* were hired prior to August 1, 1998 and remained continuously covered by the State Plan, the last day of the calendar month next following the date the last period ends for which a premium contribution was made;
3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
4. the first of the month following the date *You*
  - a. are no longer a member of a class eligible for this insurance; or , if *You* were hired prior to August 1, 1998, the last day of the calendar month next following the date *You* are no longer a member of an eligible class,
  - b. request termination of coverage under the *Policy*; or
  - c. are retired or pensioned; or
  - d. are no longer *Actively at Work* as a result of Temporary Layoff or Reduction in Force, *You* may continue to be eligible for group insurance coverage, until the end of the sixth month during which the temporary layoff or reduction in force began, provided all premiums are paid when due, the *Policy* is in force, and *Your* coverage is not replaced with group accidental death and dismemberment insurance provided by another carrier.
5. For term limited Legislators, coverage terminates the first of the month following 6 months from the last day of the term in office.
6. For a period of time the *Policyholder* agreed to continue coverage, provided all premiums are paid when due.

### ***Will coverage be continued if You are eligible for leave under FMLA?***

In the event *You* are eligible for and the *Policyholder* approves a leave under the Family and Medical Leave Act of 1993 (FMLA), or any applicable state family and medical leave law (State FML), provided the required premium continues to be paid, the *Policy* is in force and *Your* coverage is not replaced with group life insurance provided by a new carrier, *Your* insurance will continue for a period of up to the later of:

1. the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period permitted by applicable state law.

*You* are eligible for leave under this Act in order to provide care:

1. After the birth of a child; or
2. After the legal adoption of a child; or
3. After the placement of a foster child in *Your* home; or
4. To a spouse, child or parent due to their serious illness; or
5. For *Your* own serious health condition.

While granted a Family or Medical Leave of Absence:

1. The *Policyholder* must remit the required premium according to the terms of the *Policy*; and
2. coverage will terminate if *You* do not return to work as scheduled according to the terms of *Your* agreement with the *Policyholder*.

## **GENERAL PROVISIONS**

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

The *Policy*, the *Policyholder's Application*, the *Member'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 *Member* 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 *Member*, is or has been given to the *Member*.

### ***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. The *Policyholder* has agreed to deduct from *Your* pay any premiums payable for *Your Supplemental* coverage. The *Policyholder* agrees to remit such premiums for the entire time coverage under the *Policy* is in effect.

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.

***Actively at Work or Active Work*** means that *You* must:

1. performing the material duties of *Your* own occupation at *Your* Employer's usual place of business;
2. a legal citizen or resident of the United States of America or Canada; and
3. are paid regular earnings by the *Policyholder*.

*You* will be considered ***Actively at Work*** if *You* were actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled days of work);
2. holidays (except when such holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. excused leave of absence (except medical leave and lay-off); and
6. emergency leave of absence (except emergency medical leave).

***Annual Enrollment Period*** means a period of time prior to the Policy anniversary date during which eligible *Members* may apply for *Supplemental* life coverage or request changes to their life benefit plan. The *Annual Enrollment Period* is shown on the *Schedule of Benefits*.

***Annual Earnings*** means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

***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.

***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/challenge 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*.

***Contributory*** means *You* pay all or a portion of the premium for this insurance coverage.

***Dependent or Eligible Dependent*** means a person who is a citizen, resident alien or is otherwise legally present in the United States or in any jurisdiction that *You* have been assigned by the *Policyholder* and for who a *Dependent Verification* has been submitted to the *Policyholder*. *Dependents* include:

1. *Your Spouse*
2. *Your Dependent Child*.

*Dependent* status is subject to Verification of *Dependent Eligibility Requirements* of the *Policyholder*.

A *Child* who is a full-time member of the military of any country does not qualify as a *Dependent*.

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

**Hospital Confined** means that, upon the recommendation of a *Doctor*, *You* are registered as an inpatient in a hospital, nursing home or other medical facility which provides skilled medical care or as an outpatient in a hospital because of surgery. *You* are not *Hospital Confined* if *You* are receiving emergency treatment or if *You* are hospitalized solely because of non-surgical medical or diagnostic test.

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

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

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

**Material and Substantial Duties** means duties that are normally required for the performance of *Your Regular Occupation* and cannot be reasonably omitted or modified.

**Member** means an employee of a participating department or agency of the State of Montana who is enrolled in the Employer-sponsored health plan, and one of the following:

1. An employee of a department or agency of the judicial, legislative and executive branches of the State;
2. An elected official;
3. An officer of the legislative branch;
4. A judge;
5. An employee of Montana State Fund
6. A member of the Legislature.

*Member* does not include a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

**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.

**Regular Occupation** means the occupation that *You* are routinely performing when *Your* life insurance terminates due to *Disability*. We will look at *Your* occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific *Policyholder* or at a specific location.

**Sickness** means illness, disease, pregnancy or complications of pregnancy.

**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.

**Supplemental** means coverage for which *You* pay 100% of the premium.

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

**You, Your** and **Yours** means the eligible *Member* 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. 22nd Street**

**Lombard, IL 60148**

**RIDER**

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***ACCELERATED DEATH BENEFIT***

**The benefit paid under this provision may be taxable. If so, *You* or *Your* beneficiary may incur a tax obligation. As with all tax matters, *You* or *Your* beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect *Your* eligibility for Medicaid or other governmental benefits or entitlements.**

***What is the Accelerated Death Benefit?***

The *Accelerated Death Benefit* is a percentage of *Your* group term life insurance which is payable to *You* prior to *Your* death if *We* receive *Proof* that *You* have a *Terminal Condition*. The *Accelerated Death Benefit* is limited to the maximum and minimum amounts shown on the Schedule of Benefits, and is payable only once to any one *Insured*.

The *Accelerated Death Benefit* is calculated on the group term life insurance benefit amount in force under the Policy on the date *You* are diagnosed with a *Terminal Condition*. If *Your* group term life insurance will reduce, due to age, within 12 months after the date *We* receive *Proof*, the *Accelerated Death Benefit* will be calculated on the reduced group term life insurance benefit.

***Who is Eligible for an Accelerated Death Benefit?***

This benefit only applies to *Insureds* with at least the Minimum Covered Life Insurance Benefit amounts set forth in the Schedule of Benefits. *You* must have been *Actively at Work* on or after the effective date of the Policy to be eligible for an *Accelerated Death Benefit*.

***Terminal Condition*** means *You* have been examined and diagnosed by *Your Doctor* as having a medically determined condition which is expected to result in death within 12 months from the date that a claim for benefit under this provision is received by *Us*.

***The Accelerated Death Benefit Payment***

*We* will pay the benefit during *Your* lifetime if *You* are diagnosed with a *Terminal Condition* if *You* or *Your* legal representative submits a claim for an *Accelerated Death Benefit* and provides satisfactory *Proof*. The benefit will be paid in one sum to *You*.

***Are there any exceptions to the payment of the Accelerated Death Benefit?***

The *Accelerated Death Benefit* will not be payable:

1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the Schedule of Benefits; or
2. if *Your Terminal Condition* is the result of:
  - a. attempted suicide, while sane or insane; or
  - b. intentionally self-inflicted injury; or
3. if *Your* group term life insurance benefit has been assigned; or

4. if *Your* group term life insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement; or
5. to retirees.

***Notice and Proof of Claim***

*You* must elect the *Accelerated Death Benefit* in writing on a form that is acceptable to Us. *You* must furnish *Proof* that *You* have a *Terminal Condition*, including certification by a *Doctor*.

***Proof*** under the Accelerated Death Benefit means evidence satisfactory to Us that *You* have a *Terminal Condition*.

***Effect on Insurance***

The *Accelerated Death Benefit* is in lieu of the group term life insurance benefit that would have been paid upon *Your* death. When the *Accelerated Death Benefit* is paid:

1. the term life insurance benefit otherwise payable upon *Your* death will be reduced by the amount of the *Accelerated Death Benefit*;
2. the amount of group term life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of the *Accelerated Death Benefit*; and
3. the premium due for group term life insurance will be calculated on the amount of such insurance remaining in force after deducting the *Accelerated Death Benefit*.

***What happens to my coverage if I recover from the Terminal Condition?***

If *Your Doctor* certifies that *You* no longer have a *Terminal Condition* and:

1. *You* return to work in an eligible class, coverage will remain in force, provided premium is paid when due.
2. *You* do not return to an eligible class but *You* are approved for continued life insurance coverage under the Waiver of Premium Benefit Rider or the Extended Insurance Benefit Rider, if elected and shown on the Schedule of Benefits, coverage will remain in force, subject to the terms and conditions of the Waiver of Premium Benefit Rider or the Extended Insurance Benefit Rider.
3. *You* do not return to an eligible class, and *You* do not qualify for continued life insurance, coverage will end and *You* may apply for conversion to an individual policy of whole life insurance in accordance with the applicable terms, conditions and time limits set forth in the Conversion of Life Insurance provision of the Policy.

If the Portability Benefit Rider has been elected and is shown on the Schedule of Benefits, Portability may be selected in lieu of Conversion of Life Insurance.

In any event, the amount of coverage eligible to be continued, ported if applicable, or converted will be reduced by the amount of the *Accelerated Death Benefit* paid.



President

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**RIDER**

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***WAIVER OF PREMIUM BENEFIT RIDER***

***What is the Waiver of Premium benefit?***

*We* will continue *Your* group life insurance benefit and Dependent Life Insurance, if applicable under the Policy without further payment of life insurance Benefit Rider premium if *You* become *Totally Disabled*, provided:

1. *You* are insured under the Policy and were *Actively at Work* on or after the effective date of the Policy; and
2. *You* are under the age of 60; and
3. *You* provide *Us* with satisfactory written proof within 12 months after the date *You* became *Totally Disabled*; and
4. *Your Total Disability* has continued without interruption for at least 6 months; and
5. *You* are still *Totally Disabled* when *You* submit the proof of disability; and
6. all required premium has been paid.

***Total Disability*** or ***Totally Disabled*** means *You* are diagnosed by a *Doctor* to be completely unable because of *Sickness* or *Injury* to engage in any occupation for wage or profit or any occupation for which *You* become qualified by education, training or experience.

*We* will waive premium beginning the month after *We* receive satisfactory proof that *You* have been *Totally Disabled* for at least 6 months. Premium paid for *Your* coverages from the last day worked until *You* are approved for *Waiver of Premium* will be refunded to the *Policyholder*. will continue to be waived provided *You*:

1. remain *Totally Disabled*; and
2. provide satisfactory written proof of continuing *Total Disability* upon request.

*You* are responsible for obtaining initial and continuing proof of *Total Disability*.

*You* will be covered for the amount of life insurance Benefit Rider, if elected, as shown on the Schedule of Benefits, and Dependent Life, if applicable, in force as of the date *Total Disability* commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as shown on the Schedule of Benefits or which are the result of an amendment to the Policy, but in no event will the insurance amount increase while *Your* life insurance is continued under Waiver of Premium. This life, Dependent Life insurance coverage will continue without the payment of premium until *You* are no longer *Totally Disabled* or attain the Maximum Waiver of Premium Duration as set forth in the Schedule of Benefits or retire, whichever occurs first.

*We* may have *You* examined at reasonable intervals during the period of claimed *Total Disability*. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if *You* refuse to be examined as and when required.

If *You* are approved for continued coverage under the Waiver of Premium provision, *You* will be asked to name a beneficiary. That beneficiary designation:

1. will only apply while *Your* coverage continues under this Waiver of Premium provision; and
2. if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the Policy.

*We* will pay the amount of life insurance in force to *Your* beneficiary if *You* die before furnishing satisfactory proof of *Total Disability*, if:

1. *You* die within one year from the date *You* became *Totally Disabled*; and

2. *We* receive proof that *You* were continuously *Totally Disabled* until the date of death; and
3. *We* receive proof of death not more than two (2) years after *Your* death.

If continuation of life insurance Benefit Rider, if elected, as shown on the Schedule of Benefits, and Dependent Life, if applicable, under the Waiver of Premium provision ceases while the Policy is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with 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.

If continuation of life insurance under the Waiver of Premium provision ceases, and *You* are no longer employed by the *Policyholder*, *You* may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of this Certificate. In lieu of Conversion of Life Insurance, life insurance may be continued by timely election of the Portability Benefit Rider, if elected and shown on the Schedule of Benefits.

***How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit?***

Termination of the Policy will not affect any insurance that has been continued under this Provision prior to the termination date.

***What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period?***

*Your* coverage under the *Policy* will end if the *Policy* ends before *You* satisfy the *Elimination Period*. However, when the *Policy* ends *You* may be entitled to convert *Your* coverage to an individual plan of life insurance as described in the Conversion of Life Insurance provision.

*You* may still submit a claim for Waiver of Premium Benefits after the *Policy* ends. However, *You* must be *Totally Disabled*, pay the Conversion premium for the full length of the Elimination Period and qualify for the Waiver of Premium Benefits.

***At no time can You be covered under both the individual conversion policy and this Policy.***

Upon receipt of timely notice and due proof of *Your Total Disability* *We* will evaluate *Your* claim. If *We* determine that *You* qualify and *You* pay all applicable premiums, *We* will approve *Your* Waiver of Premium claim under the *Policy* and agree to rescind any individual policy of life insurance issued to *You* under the Conversion privilege. *We* will refund any premiums paid for such coverage. Insurance under the *Policy* will not go into effect until *We* approve your claim in writing.

Waiver of Premium Benefits will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within one year (1) from the effective date of *Your* Term Life Insurance or the effective date of any increased amount of life insurance. Our liability for a death claim by suicide will be limited to the return of premium paid for this Rider.

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***PORTABILITY BENEFIT***

***What is the Portability Benefit?***

If *Your* Group Life Insurance Benefit Rider, or any portion of it, terminates, *You* may elect to continue *Your* Life Insurance in accordance with the terms of the Policy by paying premiums directly to *Us*. If *You* have elected Dependent coverage, as shown on the Schedule of Benefits and *You* elect Portability, *You* may also elect to continue Dependent Life Insurance under the conditions set forth below. However, *You* may not apply for Dependent Life Insurance at the time *You* apply for Portability. The coverages eligible for Portability and the Portability Benefit Duration are set forth in the Schedule of Benefits.

The premiums for the coverage continued under the Portability Benefit will not be the same as the premium *You* are charged for *Your* group Life insurance Benefit Rider, under the Policy. Portability premium will be based on:

1. *Our* current rates for the applicant's age and class of risk at the time he elects Portability; and
2. the amount of insurance continued under Portability.

The maximum amount of Life insurance Benefit Rider insurance, which may be continued under Portability is the amount of Life Insurance Benefit Rider insurance in force at the time the Portability Benefit is elected.

A beneficiary designation on the Application for Portability, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the Policy, and that beneficiary designation will only apply while *Your* coverage continues under this Portability Benefit provision.

The Waiver of Premium Benefit Rider, if elected and shown on the Schedule of Benefits, are not available for any *Insured* whose *Total Disability* begins after coverage under Portability becomes effective. The Accelerated Death Benefit, if elected and shown on the Schedule of Benefits is not available for any *Insured* who is diagnosed with a *Terminal Condition* after coverage under Portability becomes effective.

***What are Eligibility Requirements for Member Portability?***

To be eligible for Portability, *You* must meet the following conditions:

1. *You* must have been insured under the Policy for at least one year prior to electing Portability; and
2. *Your* Life Insurance Benefit Rider, or a portion of it, must have terminated for reasons other than *Sickness, Injury*, or termination of the master Policy; and
3. *You* must be less than 65 years of age; and
4. *You* must be able to perform the *Material and Substantial* duties of any *Gainful Occupation* for which *You* are qualified by education, training or experience; and
5. *You* must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Life Insurance *You* elect under the Portability Benefit. If *You* elect the Portability benefit, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

*You* must submit an application for Portability and the first premium within 31 days after the date *Your* Life Insurance Benefit Rider terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that *You* misrepresented any of the information provided to support eligibility for Portability.

***Can Dependent Life Insurance be Ported if Your Eligibility Terminates or if Your Spouse's Coverage Terminates?***

Yes, if the Dependent Life Insurance Benefit Rider is elected as shown on the Schedule of Benefits, *You* or *Your Spouse* may elect Portability of these coverages if Dependents' insurance coverage ceases as follows:

1. *You* may apply for Portability of Dependent Life Insurance if *You* meet the eligibility requirements to port *Your* Life Insurance Benefit Rider as shown above and *You* are covered for Dependent Life insurance Benefit Rider on the date *Your* coverage ceases.
2. *Your* insured *Spouse* may apply for Portability of his Group Life Insurance Benefit Rider, and/or life insurance on covered *Dependent Child(ren)* provided:
  - a. *Your Spouse's* life insurance terminates because *You* die or *Your* eligibility for Dependent Life Insurance ceased for reasons other than termination of the master Policy and *Your Spouse* is less than 65 years of age.
  - b. *Your Spouse* had elected Dependent Life Benefit Rider on eligible *Dependent Child(ren)* and such coverage is still in force when *Your* eligibility for Dependents Life Insurance ceased for reasons other than termination of the master Policy.
  - c. *Your Spouse* must have been insured for such coverage(s) under the Policy for at least one year prior to electing Portability.
  - d. Portability is not available if *Your Spouse's* life insurance terminates because he no longer meets the Policy definition of an *Eligible Dependent Spouse*.
3. *You* or *Your Spouse* must not have exercised the right to convert under the Dependent Conversion Privilege provision of the Policy the amount of coverage *You* or *Your Spouse* elect under the Portability Benefit. If *You* elect portability of Dependent Life Insurance, any amounts of Dependent Life Insurance which are not ported may be converted in accordance with the terms of the Policy.

If these criteria are met, *You* or *Your Spouse*, must submit an Application for Portability and the first premium within 31 days after the date such eligible Dependent Life Insurance Benefit Rider terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that *You* or *Your Spouse* misrepresented any of the information provided to support eligibility for Portability of Dependent Life Insurance.

***When will Portable Coverage Terminate?***

Insurance continued under the Portability Benefit provision of the Policy will terminate at the earliest of the following:

1. the date *You* return to work with the *Policyholder* while the Policy is still in force; or
2. the date *You* or *Your Spouse* fail to pay the required premiums when due; or
3. the end of the Portability Benefit Duration set forth in the Schedule of Benefits; or
4. the date the group *Policy* terminates; or
5. the premium due date following the date a *Dependent* ceases to meet the definition of an *Eligible Dependent*.

If continuation of life insurance Benefit Rider under the Portability Benefit provision ceases while the Policy is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, we will pay death benefits according to the Facility of Payment provision.

***Is Conversion available after coverage under Portability ends?***

If coverage under Portability terminates according to (3) or (4) above, *You* may convert to an individual policy of whole life insurance in accordance with the terms of the Conversion provisions of the Policy. No *Evidence of Insurability* will be required. The amount of the conversion policy may not exceed the amount of life insurance which terminated as set forth above.

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***DEPENDENT LIFE INSURANCE BENEFIT***

***What is the Dependent Life Insurance Benefit?***

*We* will pay *You* the amount of insurance set forth in the Schedule of Benefits on the life of *Your Dependent(s)* while *Your* insurance is in force. Payment will be in one lump sum. *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.

If *You* are not living at the time *Dependent* life insurance benefits become payable, *We* will pay the benefit:

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 sisters, if living; otherwise
5. to *Your* estate.

***Who is eligible for Dependent Life Insurance?***

If *You* or *Your Spouse* are insured for life insurance under the Policy and belong to a class listed Schedule of Benefits as eligible for Dependent Life Insurance benefits, *You* are eligible to enroll for this benefit. If *You* or *Your Spouse* are enrolled for Dependent Life Insurance and subsequently acquire a new *Eligible Dependent*, that *Dependent* will automatically be covered.

***When does Dependent Life Insurance become effective?***

Provided *You*:

1. have completed any required *Member Eligibility Waiting Period*; and
2. apply for Dependent Life Insurance no later than 60 days after becoming eligible for this benefit; and
3. have paid or are obligated to pay any applicable premium,

Life insurance for *Your Eligible Dependent(s)* will become effective on the later of:

1. the date *Your* group insurance coverage becomes effective;
2. the effective date of the Dependent Life Insurance benefit; or
3. the date *You* enroll *Your Eligible Dependent(s)*;
4. the date *You* acquire *Your Eligible Dependent(s)*;
5. if *Evidence of Insurability* is required, the date *We* determine that evidence is satisfactory and *We* provide notice of approval.

If *You* enroll for Dependent Life Insurance more than 60 days after *You* are eligible to do so, *You* must furnish *Evidence of Insurability* satisfactory to *Us* for each *Dependent*, and coverage will become effective as set forth above.

If an *Eligible Dependent* is required to submit satisfactory *Evidence of Insurability* for any reason, insurance in the amount for which *We* require such evidence will become effective on the date *We* determine that the evidence is

satisfactory and We provide notice of approval.

If an *Eligible Dependent* is *Hospital Confined* on the date coverage would otherwise become effective, insurance will not become effective until the date the *Eligible Dependent* is *No Longer Hospital Confined*.

***When do changes in the Dependent Life Insurance benefit become effective?***

If no *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will become effective immediately on the date of the change, provided the *Dependent* is not *Hospital Confined* on that day. If the *Dependent* is *Hospital Confined*, the increase will become effective on the date the *Dependent* is *No Longer Hospital Confined*.

***No Longer Hospital Confined*** means the *Eligible Dependent* has been discharged from a hospital, nursing home or other medical facility which provides skilled medical care. This provision does not apply to *Your Dependent Child* born while *You* are insured under the Policy or covered under the prior policy.

For amounts on which Evidence of Insurability is required, increases in the amount of Dependent Life Insurance will be effective on the date We determine that evidence is satisfactory and We provide notice of approval date of approval by Us.

Any decrease in the amount of Dependent Life Insurance will become effective immediately on the date of the change.

***Can Dependent Life Insurance continue if I die?***

*Dependent* Life Insurance will be continued in force without payment of premium for five months after *Your* death. *Dependent* Life Insurance will end on the life of any one of *Your Dependents* on the date determined in “When does *Dependent* Life Insurance End?”

***When does Dependent Life Insurance coverage end?***

Dependent Life Insurance coverage will end on the earliest of:

1. the first of the month following the date *You* are no longer *Actively at Work* (except in the case set forth previously for *Member* Life Insurance section titled, ***When does Your coverage under the Policy end?***); or
2. the date on which the Policy is terminated;
3. the first of the month following the date *You* stop making any required contribution toward payment of premiums;
4. the effective date of an amendment to the Policy which terminates insurance for the class to which *You* belong; or
5. the first of the month following the date *You*:
  - a. are no longer a member of a class eligible for this insurance,
  - b. request termination of coverage under the Policy,
  - c. are retired or pensioned, or
6. the first of the month following the date a *Dependent Spouse* no longer meets the *Policy* definition of *Eligible Dependent*.

Note: Coverage will continue past the age limit for eligible *Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. Proof of such incapacity must be provided to *Us* upon request.

***Misstatement of Age***

If *You* have misstated the age of a *Dependent*, 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.

***CONVERSION OF DEPENDENT LIFE INSURANCE***

***Can Dependent Life Insurance be converted if Eligibility Terminates?***

Yes, a *Dependent* may convert to an individual policy of life insurance if his life insurance, or any portion of it, ceases because:

1. *You* are no longer employed by the *Policyholder*; or



## CONVERSION OF DEPENDENT LIFE INSURANCE

### ***Can Dependent Life Insurance be converted if Eligibility Terminates?***

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1. *You* are no longer employed by the *Policyholder*; or
2. *You* are no longer in a class which is eligible for Dependent Life Insurance; or
3. *You* die; or
4. a *Dependent Child* reaches the limiting age under the Policy; or
5. a *Dependent Spouse* is no longer eligible as a result of divorce or dissolution of marriage; or
6. a *Dependent* is no longer eligible as defined in this provision.

In any of these situations, the *Dependent* may convert up to the amount which was in force on the date insurance was terminated provided *You* do not continue Dependent Life Insurance coverage under the Portability Benefit Rider, if elected, and shown on the Schedule of Benefits.

### ***How much can Your covered Dependent convert if the Policy is terminated or amended?***

A *Dependent* may also convert to an individual policy of life insurance if his life insurance ceases because:

1. Dependent Life Insurance benefits under the Policy cease; or
2. the Policy is amended making the insured *Dependent* ineligible for Dependent Life Insurance; however, he 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 the *Dependent* becomes eligible under this or any other group policy within 31 days after the date his 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 ceases. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain Accidental Death and Dismemberment benefits or any other supplementary 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 the applicant's attained age; and
2. the amount of the individual policy.

If the *Dependent* applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which he could apply for conversion.

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

1. the death occurred during the 31-day period during which he 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 *We* will refund any premiums paid for the converted policy.

If *You* have elected Dependent Life Insurance under the Portability Benefit Rider, if elected and shown on the Schedule of Benefits, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be as specified under Portability.

  
President

**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:

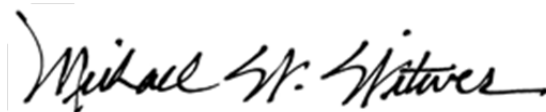
1. A life insurance benefit is payable because of *Your* death; and
2. *Your* death occurs more than 75 miles from *Your* principal residence.

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

A handwritten signature in black ink, reading "Michael S. Stivers". The signature is written in a cursive style and is positioned below the printed name "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**