

# The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, Indiana Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (800) 423-2765 Online: www.LincolnFinancial.com

CERTIFIES THAT Group Policy No.

000010083956

has been issued to

Helena School District #1 (The Group Policyholder)

The issue date of the Policy is October 1, 2006.

The insurance is effective only if the Employee is eligible for insurance and becomes and remains insured as provided in the Group Policy.

Certificate of Insurance for Class 1

You are entitled to the benefits described in this Certificate if you are eligible for insurance under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms.

The Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in the Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in the Policy.

PRESIDENT

CERTIFICATE OF GROUP LIFE INSURANCE

# Helena School District #1 000010083956 SCHEDULE OF INSURANCE

# **ELIGIBLE CLASS**

Class 1 All Full-Time Employees Who Elected \$25,000

The following chart applies to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

Year of Birth	Normal Retirement Age
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

# Helena School District #1 000010083956 SCHEDULE OF INSURANCE

For

Class 1 - All Full-Time Employees Who Elected \$25,000

MINIMUM HOURS: 15 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Dates of Coverages" section)

None

# BASIC LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance \$25,000

AD&D Insurance Principal Sum \$25,000

Personal Life and AD&D Insurance will be reduced as follows:

- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 20% of the original amount;
- At age 75, benefits will reduce an additional 15% of the original amount;
- At age 80, benefits will reduce an additional 10% of the original amount.

Benefits will terminate when you retire.

If you first enroll for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which you are eligible.

The combined amounts of Basic and Optional Life and AD&D Insurance are subject to a maximum of \$150,000.

# Helena School District #1 000010083956 SCHEDULE OF INSURANCE For

# Class 1 OPTIONAL LIFE AND AD&D INSURANCE

Personal Life Insurance Benefit Amount

(not to exceed 5x annual salary)

 Option 1:
 \$20,000

 Option 2:
 \$40,000

 Option 3:
 \$60,000

 Option 4:
 \$80,000

 Option 5:
 \$100,000

AD&D Insurance Principal Sum

Benefit Amount

(not to exceed 5x annual salary)

 Option 1:
 \$20,000

 Option 2:
 \$40,000

 Option 3:
 \$60,000

 Option 4:
 \$80,000

 Option 5:
 \$100,000

Personal Life and AD&D Insurance will be reduced as follows:

- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce an additional 20% of the original amount;
- At age 75, benefits will reduce an additional 15% of the original amount;
- At age 80, benefits will reduce an additional 10% of the original amount.

Benefits will terminate when you retire.

If you first enroll for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which you are eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

- 1. Optional Life and AD&D Insurance amounts exceed the guarantee issue amount of \$100,000 at initial enrollment;
- 2. the amount of Optional Life and AD&D Insurance increases after the initial enrollment due to salary or benefit increases;
- 3. Optional Life and AD&D Insurance amounts exceed the guarantee issue amount of \$25,000 at initial enrollment or is increased, if enrolled after age 65 through age 69;
- 4. initial Optional Life and AD&D Insurance is elected or increased after age 70; or
- 5. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at your own expense.

The combined amounts of Basic and Optional Life and AD&D Insurance are subject to a maximum of \$150,000.

You may elect Optional Personal Life Insurance, provided you are also enrolled in the Basic Insurance Program.

Participation in the Optional program is based on the Employer's enrollment remaining above the greater of 10 employees or 25% of those employees electing Optional Life Insurance.

# Helena School District #1 000010083956 SCHEDULE OF INSURANCE

# For Class 1

# OPTIONAL LIFE AND AD&D INSURANCE (CONTINUED)

### **DEPENDENTS INSURANCE**

### Benefit Amount

Spouse Life Insurance You may elect Life Insurance in any \$5,000

increment; subject to a maximum of 50% of your Optional Life Insurance Benefit (rounded to the next higher \$5,000). Coverage is subject to a minimum of

\$5,000 and an overall maximum of \$50,000.

Spouse AD&D Insurance Principal Sum

You may elect AD&D Insurance in any \$5,000

increment; subject to a maximum of 50% of your Optional AD&D Insurance Benefit (rounded to the next higher \$5,000). Coverage is subject to a minimum of \$5,000 and an overall maximum of

\$50,000.

Child Life Insurance

Dependent Child (age 14 days to 19 years, 25 years if a full-time student)

Benefit Amount \$10,000

Spouse Life and AD&D Insurance will be reduced as follows:

- by 35% of the original amount when you attain age 65.

Spouse Insurance will terminate when you attain age 70 or retire, whichever occurs first.

Evidence of Insurability must be submitted to and approved by the Company when:

- 1. Optional Spouse Life and AD&D Insurance amounts exceed the guarantee issue amount of \$50,000 at initial enrollment;
- 2. the amount of Optional Spouse Life and AD&D Insurance increases after the initial enrollment due to salary or benefit increases;
- 3. Optional Spouse Life and AD&D Insurance amounts exceed the guarantee issue amount of \$10,000 at initial enrollment or is increased, if enrolled after you attain age 60 through age 69; or
- 4. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at your own expense.

You may elect Optional Dependent Life Insurance (Spouse and/or Child), provided you are also enrolled in the Optional Life Insurance Program.

# TABLE OF CONTENTS

Amount of Insurance.	3
Definitions	3
Eligibility	4
Effective Dates of Coverages	4
Termination of Coverage	5
Continuation of Coverage	6
Death Benefit	7
Beneficiary	7
Assignments	8
Extension of Death Benefit	9
Accelerated Death Benefit.	10
Conversion Privilege	12
Dependents Life Insurance	13
Accidental Death and Dismemberment Insurance.	15
Accidental Death and Dismemberment Insurance	17
Safe Driver Benefit	19
Claims Procedures for Life or Accidental Death and Dismemberment Benefits	20
Notice	23
Outline of Coverage	24
Prior Insurance Credit Provision	26

### **AMOUNT OF INSURANCE**

The amount of your insurance is determined by the Schedule of Insurance in the Policy. The initial amount of coverage is the amount which applies to your class on the day your coverage takes effect. You may become eligible for increases in the amount of insurance in accord with the Schedule of Insurance. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month which coincides with or follows the date on which you become eligible for the increase; provided you are Actively at Work on that day;
- (2) the day you resume Active Work, if you are not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not you are Actively at Work.

#### **DEFINITIONS**

ACTIVE WORK or ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the EMPLOYER'S place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or DATE means at 12:01 A.M., Standard Time, at the Group Policyholder's place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

EMPLOYER means the Group Policyholder or the Participating Employer named on the Face Page.

# FULL-TIME EMPLOYEE means an employee of the EMPLOYER:

- (1) whose employment with the EMPLOYER is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

# **INSURANCE MONTH means:**

- (1) that period of time beginning on the Issue Date of the Policy and extending for one month; and
- (2) each subsequent month beginning on the same day after that.

PERSONAL INSURANCE means the insurance provided by the Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means the Group Insurance Policy issued by the Company to the Group Policyholder. A copy of the Policy may be examined upon request at the Group Insurance Service Office of the Group Policyholder.

#### **ELIGIBILITY**

If you are a Full-Time Employee and a member of an employee class shown in the Schedule of Insurance; then you will become eligible for the coverage provided by the Policy on the later of:

- the Policy's date of issue; or
- (2) the day you complete the Waiting Period.

WAITING PERIOD. (See Schedule of Insurance).

### EFFECTIVE DATES OF COVERAGES

Your insurance is effective on the latest of:

- the first day of the Insurance Month coinciding with or next following the day you become eligible for coverage, if you are hired before the 15th day of the calendar month; or the first day of the following Insurance Month, if you are hired on or after the 15th day of the calendar month:
- the day you resume Active Work, if you are not Actively at Work on the day you become (2) eligible;
- the day you make written application for coverage; and sign:
  - a payroll deduction order, if you pay any part of the premium; or
  - an order to pay premiums from your Section 125 Plan account, if Employer contributions are paid through a Section 125 Plan; or
- the day the Company approves your coverage, if evidence of insurability is required.

Evidence of insurability is required if:

- you apply for coverage more than 31 days after you become eligible; or
- you make written application to re-enroll for coverage after you have requested:
  - to cancel your coverage;
  - to stop payroll deductions for the coverage; or (b)
  - to stop premium payments from your Section 125 Plan account.

EXCEPTIONS. If your coverage terminates due to an approved leave of absence or a military leave, any Waiting Period or evidence of insurability requirement will be waived upon your return; provided:

- you return within six months after the leave begins;
- (2) you apply or are enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

If your coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon your return; provided:

- (1) you return within 12 months after the date the lay-off begins;
- you apply or are reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date you return to Active Work.

If your coverage terminates because your employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon your return; provided:

- you are rehired within 12 months after employment terminated;
- you apply or are reenrolled within 31 days after resuming Active Work; and
- the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date you return to Active Work.

### TERMINATION OF COVERAGE

Your coverage terminates on the earliest of:

- the day the Policy terminates;
- the last day of the Insurance Month in which you request termination; (2)
- the last day of the period for which the premium for your insurance has been paid; (3)
- the day you cease to be a member of an employee class shown in the Schedule of Insurance;
- with respect to any particular insurance benefit, the day the part of the Policy providing that (5) benefit terminates:
- the day your employment with the Employer terminates; or (6)
- the day you enter the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work terminates your eligibility. However, it may be possible to continue all or part of your insurance during a temporary lay off, leave of absence or military leave; or while you are unable to work due to sickness or injury. The conditions concerning such a continuance may be found in the Policy. See your Employer for this information.

04/01/15

#### CONTINUATION OF COVERAGE

This section applies to any Optional Personal Life Insurance and Accidental Death and Dismemberment Insurance provided by the Policy. Such insurance may be continued until you attain age 70, by paying the required premiums, when:

- (1) your employment with the Employer ends for a reason other than sickness or injury or retirement; and
- (2) the insurance has been in force for at least 12 months in a row just prior to the date employment ends.

Continuation of insurance under this provision will follow any state required continuation or other continuation allowed under the Ceasing Active Work section of the Policy.

To continue insurance, written application and the first premium payment must be made to the Company, within 31 days of the date insurance would otherwise end.

The Continuation of Coverage is not available when Policy coverage terminates solely because:

- (1) your Employer ceases to be a Participating Employer; or
- (2) the Policy terminates.

For life insurance that terminates under the Policy due to your termination of membership in an eligible class; see the Conversion Privilege section of this Certificate.

AMOUNT OF COVERAGE. The amount of continued insurance may not exceed the amount in force when employment ends. During the continuation period the amount of insurance may not be increased. Continued insurance will be subject to any reduction on account of age, as shown in the Schedule of Insurance.

You may decrease the amount of continued insurance at any time, by completing a request form supplied by the Company. The decrease will take effect on the first day of the Insurance Month after the Company receives the request.

PAYMENT OF PREMIUM. Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. Premiums will be based on attained age as shown in the premium information provided with the application. A direct billing fee will be added to the premium based on the frequency chosen. The premium frequency may be changed by sending the Company advance written request on forms supplied by the Company. Such request may be sent at any time while continued insurance is in force, except during a Grace Period.

TERMINATION OF COVERAGE. Continued insurance will end on the earliest of:

- (1) the date the Policy terminates;
- (2) the last day of the Insurance Month in which termination is requested;
- (3) the last day of the Insurance Month for which premium is paid;
- (4) the date you attain age 70, or die;
- (5) the date insurance would otherwise end had you remained an Active Employee; or
- (6) the date you enter the armed forces of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

When continued insurance ends, you may be entitled to purchase an individual life policy, in accord with the Conversion Privilege section of this Certificate.

### **DEATH BENEFIT**

Upon receipt of satisfactory proof of your death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of your death. The benefit will be paid in accord with the Beneficiary section. Arrangements may be made to have this death benefit paid in installments.

EXCLUSION. Benefits will not be payable if your death:

- (1) results from suicide, while sane or insane; and
- occurs within two years after your Personal Life Insurance or an increased amount of insurance (2) takes effect under the Policy (or under any prior group life insurance policy which the Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued subject to evidence of insurability, within the two years prior to your death.

# BENEFICIARY

Your Beneficiary is the person or persons named on your enrollment card. The Beneficiary may be changed in accord with the terms of the Policy. If you have not named a Beneficiary, or if no named Beneficiary is living when you die; then the death benefit will be paid to your:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- surviving brothers and sisters in equal shares: or, if none
- estate, or in accord with the Facility of Payment section of the Policy. (5)

GL1102-3.0A 97 Pref. Bene.-Suicide Excl. 7 04/01/15

### **ASSIGNMENTS**

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under the Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office; and
- (3) it is approved by the Company.

The Company and the Employer do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. You may make an irrevocable assignment of your Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing you have the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of your relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, your spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If you make an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. You should consult with your own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, you can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to you in the absence of the assignment under the Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon your death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of the Policy.

# EXTENSION OF DEATH BENEFIT IF YOU BECOME TOTALLY DISABLED

Your life insurance will be continued, without payment of premiums, if:

- (1) you become Totally Disabled while insured and before reaching age 60;
- (2) you remain Totally Disabled for at least 6 months in a row; and
- (3) you submit satisfactory proof within the 7th through 12th months of disability; or:
  - (a) as soon as reasonably possible after that; but
  - (b) not later than the 24th month of disability, unless you were legally incapacitated.

PREMIUM PAYMENT. Premium payments must continue until you are approved for this benefit, or the Policy terminates, if earlier. Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for your life insurance, from your 1st day of Total Disability.

DEFINITION. For this benefit, Total Disability or Totally Disabled means you:

- (1) are unable, due to sickness or injury, to engage in any employment or occupation for which you are or become qualified by reason of education, training, or experience; and
- (2) are not engaging in any gainful employment or occupation.

AMOUNT CONTINUED. The amount of Personal Life Insurance and any Dependent Life Insurance continued will be subject to the reductions and terminations in effect under the Policy on the day your Total Disability begins. Any Accidental Death and Dismemberment Benefit will not be continued.

ADDITIONAL PROOF. From time to time, you must submit proof that your Total Disability is continuing. Proof will be at your expense; unless the Company requests to have you examined by a Physician of its choice. If you die after submitting proof, further proof must be submitted to the Company showing that you remained continuously and Totally Disabled until death. If you die within 12 months after Total Disability begins, but before submitting proof; then your death benefit will still be paid under the terms of the Policy. But the Company must first receive satisfactory proof of your continuous Total Disability, from your last day of Active Work until your date of death.

TERMINATION. Any life insurance continued under this section will terminate automatically on:

- (1) the day you cease to be Totally Disabled;
- (2) the day you fail to take a required medical examination;
- (3) the 60th day after the Company mails a request for additional proof, if it is not given;
- (4) the effective date of your individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
- (5) the day you reach Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

If your Total Disability ends, and you **do not return** to a class eligible for Policy coverage; then you may exercise the Conversion Privilege. If your Total Disability ends, and you **do return** to an eligible class; then your Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided in the Policy.

# ACCELERATED DEATH BENEFIT

BENEFIT. The Accelerated Death Benefit is an advance payment of part of your Personal Life Insurance. It may be paid to you, in a lump sum, once during your lifetime.

To qualify, you must:

- (1) have satisfied the Active Work requirement under the Policy;
- (2) have been insured under the Policy for at least 12 months; and
- (3) have at least \$2,000 of Personal Life Insurance under the Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means you have a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, you (or your legal representative) must send the Company:

- written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- satisfactory proof that the Claimant is Terminal, including a Physician's written statement. (2)

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4, and 5.)

**NOTE:** THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO YOU SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. You may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid: or
- the Claimant's amount of Life Insurance which would be in force 12 months after that date; if В. the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

# ACCELERATED DEATH BENEFIT (Continued)

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

(1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus

- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless you qualify for waiver of premium under the Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under the Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. Your Death Benefit will be paid in accord with the Beneficiary section of the Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to you. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

LIMITATIONS. No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if you have filed for bankruptcy;
- (4) without the written consent of the beneficiary, if you have named an irrevocable beneficiary;
- (5) without the written consent of the assignee, if you have assigned your rights under the Policy;
- (6) if any part of the Life Insurance must be paid to your child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
- (8) if a government agency requires you or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (9) if an Accelerated Death Benefit has been previously paid for the Claimant under the Policy.

### **CONVERSION PRIVILEGE**

If your insurance or insurance on a Dependent terminates because:

- your employment ends;
- vou or your Dependent ceases to be a member of a class eligible for coverage under the Policy;
- your Dependent ceases to be an eligible family member due to your death or divorce, or a child's reaching the limiting age:

then an individual life policy, known as a conversion policy, may be purchased without evidence of insurability.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

The conversion policy will:

- be in an amount not to exceed the amount of life insurance which was terminated;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made.
- be issued at the person's age at nearest birthday; (3)
- be issued without disability or other supplemental benefits; and (4)
- (5) require premiums based on the class of risk to which the person then belongs.

A conversion policy also may be purchased if:

- all or part of your insurance or insurance on a Dependent terminates due to amendment or termination of the Policy: and
- the person applying for the conversion policy has been covered continuously under the Policy (2) for at least three years.

The amount of the conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Privilege, except its amount may not exceed the lesser of

- (1) \$10,000; or
- the amount of life insurance which terminates, less the amount of any group life insurance for (2) which the person becomes eligible within 31 days after the termination.

The conversion policy will take effect on the later of:

- (1) its date of issue; or
- 31 days after the date the insurance terminated.

If death occurs during the 31 day conversion period, the Company will pay the life insurance which could have been converted even if no one applied for the conversion policy.

When your insurance terminates, written notice of your right to convert will be given to you.

If written notice is not given to you at least 15 days before the end of the 31 day conversion period, an additional period in which to convert will be granted. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after you are given the written notice; or
- 60 days after the end of the 31 day conversion period, even if you are never given such notice.

No death benefit will be payable under the Policy after the 31 day conversion period has expired even though the right to convert may be extended.

GL1102-4 91 MT DEP.-\$10,000-3 yrs. 12

# **DEPENDENTS LIFE INSURANCE**

DEATH BENEFIT. If your Dependent dies while insured under the Policy, the Company will pay the amount of Dependents Life Insurance in effect on the date of the death. This amount is shown in the Schedule of Insurance. The death benefit will be paid to you. If you are not living when your Dependent dies, the death benefit will be paid to your beneficiary or in accord with the Facility of Payment section of the Policy.

EXCLUSION. Benefits will not be payable if your Dependent's death:

- (1) results from suicide, while sane or insane; and
- occurs within two years after insurance or an increased amount of insurance for that Dependent (2) takes effect under the Policy (or under any prior group life insurance policy which the Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued subject to evidence of insurability, within the two years prior to your Dependent's death.

DEPENDENT. A Dependent means a person who meets the definition of your dependent under the provision of the U.S. Internal Revenue Code; and is your:

- spouse who is not legally separated from you;
- unmarried child at least 14 days but less than 19 years of age; (2)
- (3) unmarried child less than 25 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
- (4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 19 years of age.

A legally adopted child is considered your child from the date of placement in your home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes your stepchild or foster child; provided the child resides in your household and is dependent on you for principal support.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

ELIGIBILITY. You become eligible for Dependents Life Insurance on the later of:

- (1) the date you become eligible for other coverages provided by the Policy;
- the effective date of this section; or (2)
- (3) the date you first acquire a Dependent.

EFFECTIVE DATE. Your Dependents Life Insurance will become effective on the later of:

- the date you become eligible for Dependents Life Insurance;
- the date you sign your payroll deduction order and apply for the coverage; or (2)
- the date the Company approves any required evidence of insurability on all your Dependents.

If you acquire a new Dependent while insured for Dependents Life Insurance, his or her insurance will become effective on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date insurance would otherwise take effect, his or her insurance will become effective on the 10th day following final discharge from the hospital.

# DEPENDENTS LIFE INSURANCE (Continued)

EVIDENCE OF INSURABILITY. Each of your Dependents must submit evidence of insurability to the Company, if you apply for Dependents Life Insurance:

(1) more than 31 days after the date you become eligible for Dependents Life Insurance;

- (2) after requesting to terminate Dependents Life Insurance or cancelling the payroll deduction order; or
- (3) after coverage has automatically terminated, due to failure to pay premium by the end of the grace period.

INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE. Your Dependents Life Insurance will cease for all your Dependents on the earliest of:

- (1) the date your Personal Insurance terminates;
- (2) the date Dependent Life Insurance is discontinued under the Policy;
- (3) the date you cease to be in a class of employees eligible for Dependent Life Insurance;
- (4) the date you request that the Dependent Life Insurance be terminated; or
- (5) the last day of the period for which you have made any required contribution for the cost of the Dependents Life Insurance.

Dependents Life Insurance on a particular Dependent will cease on the earliest of:

- (1) the date he or she ceases to be a Dependent as defined in the Policy;
- (2) the date he or she becomes covered under the Policy as an Insured Person; or
- (3) the date he or she enters the armed forces of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium).

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON.** The Company will pay the benefit listed below, if:

- (1) you sustain an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum for your class is shown in the Schedule of Insurance.

**MAXIMUM PER PERSON.** If you sustain more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of your combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all of your combined losses resulting from any other covered accident.

**TO WHOM PAYABLE.** Benefits for your loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to you.

**LIMITATIONS.** Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) participation in the commission of a felony;
- (7) voluntary use of drugs; except when prescribed by a Physician;
- (8) voluntary inhalation of gas, including carbon monoxide;
- (9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (10) driving a vehicle while intoxicated.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CONTINUED

# **DEFINITIONS.**

"Beneficiary" means the person(s) named on your enrollment form. You may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**DEATH OR DISMEMBERMENT BENEFIT FOR A DEPENDENT SPOUSE.** The Company will pay the benefit listed below, if:

- your Dependent Spouse sustains an accidental bodily injury while insured under this provision; (1)
- that injury directly causes one of the following losses within 365 days after the date of the (2) accident.

The loss must result directly from the injury and from no other causes.

Your Dependent Spouse is eligible for the Accidental Death and Dismemberment Insurance if your Spouse:

- is insured by this provision on the date of the accident;
- is not legally separated from you; and
- is not serving on active duty in the armed forces of any state or country except for duty of 30 (3) days or less for training in the Reserves or National Guard.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum

The Principal Sum which applies to your Dependent Spouse is shown in the Schedule of Insurance.

**MAXIMUM PER PERSON.** If your Dependent Spouse sustains more than one loss resulting from the same accident, the benefit:

- will be the one largest amount listed: (1)
- will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

# **TO WHOM PAYABLE.** Benefits for a Dependent Spouse's loss will be payable:

- (2) if you fail to survive your Dependent Spouse, to your Beneficiary or in accord with the Facility of Payment section of the Policy.

### **LIMITATIONS.** Benefits are not payable for any loss to which a contributing cause is:

- intentional self-inflicted injury or self-destruction; (1)
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- duty as a member of any military, naval or air force; (4)
- war or any act of war, declared or undeclared: (5)
- participation in the commission of a felony; (6)
- voluntary use of drugs; except when prescribed by a Physician: (7)
- voluntary inhalation of gas, including carbon monoxide; (8)
- travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (10) driving a vehicle while intoxicated.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE **CONTINUED**

# **DEFINITIONS.**

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one
- "Loss of an Eye," means total and irrevocable loss of sight in that eye.

INDIVIDUAL TERMINATION OF INSURANCE FOR A DEPENDENT SPOUSE. Accidental Death and Dismemberment Insurance for your Dependent Spouse will cease on the earlier of:

- the date he or she is no longer an eligible spouse; or
- the date you are no longer eligible for coverage under the Policy.

# SAFE DRIVER BENEFIT

BENEFIT. If you die as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if you were wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

# DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Employer.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

# LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under the Policy for your death; or
- (2) at the time of the accident, you or any other person who was driving the auto in which you were traveling:
  - (a) was driving without a valid drivers' license;
  - (b) was driving in excess of the legal speed limit; or
  - (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

# CLAIMS PROCEDURES FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: The Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

# NOTICE AND PROOF OF CLAIM

**Notice of Claim.** Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.\* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) your name and address; and
- (2) the number of the Policy.

**Claim Forms.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then you or your Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

**Proof of Claim.** The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.\* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.
- \* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:
  - (1) as soon as reasonably possible; and
  - (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

**EXAM OR AUTOPSY.** At anytime while a claim is pending, the Company may have you examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If you fail to cooperate with an examiner or fail to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

**TIME OF PAYMENT OF CLAIMS.** Any benefits payable under the Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

# TO WHOM PAYABLE

**Death.** Any benefits payable for your death will be paid in accord with the Beneficiary, Facility of Payment and Settlement Options sections of the Policy. If the Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) you, if you survive that Dependent; or
- your Beneficiary, or in accord with the Facility of Payment section; if you do not survive that Dependent.

**Dismemberment.** If the Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than your death benefit, will be paid to you.

# CLAIMS PROCEDURES (Continued)

**NOTICE OF CLAIM DECISION.** The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of the Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

**Delay Notice.** If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected. In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

**Exception:** If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

**REVIEW PROCEDURE.** The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

**Notice of Decision.** The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of the Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under the Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

# CLAIMS PROCEDURES (Continued)

**Delay Notice.** If the Company needs more time to process an appeal, in a special case; then it will send the claimant a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

**Exception:** If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under the Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from you, or from your Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

# 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. This safety net was created under Montana law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. 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.

The basic protections provided by the Association are:

- Life Insurance
- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values
- Health Insurance
- \$500,000 in hospital, medical and surgical 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 in withdrawal and cash 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 hospital, medical, and surgical insurance benefits.

**Note:** 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 above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's web site at www.mtlifega.org or contact:

Montana Life and Health Insurance Guaranty Association PO Box 951 Oconomowoc, WI 53066-0951 877-678-1048 or administrator@mtlifega.org Montana Department of Insurance State Auditor's Office 840 Helena Ave. Helena, MT 59601 406-444-2040

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.

# **OUTLINE OF COVERAGE**

Following is an outline of the Accidental Death and Dismemberment coverage offered by The Lincoln National Life Insurance Company. This is only a summary. The policy itself contains the actual governing contractual provisions.

The Accidental Death and Dismemberment coverage provides a benefit up to the Principal Sum if an insured person sustains an accidental bodily injury, and the injury causes one of the following losses within 365 days of the injury:

Loss

One hand by severance at or above the wrist One foot by severance at or above the ankle Irrecoverable loss of sight in one eye Any combination of two or more of above losses Loss of Life Benefit

One-half the Principal Sum One-half the Principal Sum One-half the Principal Sum Principal Sum Principal Sum

The total benefit for all losses resulting from the same accident may not exceed the Principal Sum.

Benefits are not payable for any loss which a contributing cause is any of the following:

- intentional self-inflicted injury or self-destruction
- a disease or the medical or surgical treatment of it
- participation in a riot or while committing a felony
- military service
- war or any act of war
- voluntary use of drugs (except when prescribed by a doctor)
- voluntary inhalation of gas
- travel in any aircraft, except as a fare-paying passenger on a regularly scheduled flight
- driving while intoxicated

The estimated periodic premium is provided to you by the Group Policyholder. The premium amount will vary based upon the amount of coverage elected and variables, such as the class description. Any of the provisions within the policy which exclude, reduce or limit the payment of benefits may affect the premium amount.

Insured persons are not required to make contributions for Accidental Death and Dismemberment Insurance.

The employer is responsible for remitting all premiums payable with respect to any of its employees.

The premium rate may change as a result of one of the following:

- The policy's terms are changed.
- There are changes in federal, state or local law.
- The Company's liability is changed because the employer (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges; or is added or removed from the policy.
- Any coverage for one or more classes ceases to be covered under the policy.
- The number of insured persons changes by 25% or more from the date the policy took effect or from the date the most recent rate guarantee expired, if later.
- The policy is renewed. (A premium rate increase will not be made more often than once during a 12-month period; unless failure to increase the premium would violate state or federal law, or would cause financial impairment to the Company.)

# OUTLINE OF COVERAGE (Continued)

The policy will be renewed on its anniversary date, unless we have reason to terminate it. In that case, we may terminate the policy on any premium due date. Reason to terminate would include:

- The employer fails to pay any premium within the grace period. The employer remains responsible for the payment of premiums to the date of termination.
- The number of insured persons is less than 10.
- Less than 100% of the persons eligible for any noncontributory insurance are insured for it.
- The employer fails to promptly furnish any information which we may reasonably require.
- The employer fails to perform any other obligation pertaining to the policy.
- The Company terminates all other policies where permitted by their terms, which provide AD&D coverage in the same state in which the policy is issued.
- State law requires the policy to be terminated.

# We will provide the employer:

- 60 days' written notice before changing terms, benefits, or premium rates; or
- 31 days' written notice before terminating the policy for reasons other than failure to pay premium.

25 04/01/15

# AMENDMENT TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO:

000010083956

**ISSUED TO:** Helena School District #1

Your Certificate is amended by the addition of the following provisions.

# PRIOR INSURANCE CREDIT UPON TRANSFER OF LIFE INSURANCE CARRIERS

This provision prevents loss of life insurance coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group life insurance policy, which the Policy replaced within 1 day of the prior plan's termination date.

FAILURE TO SATISFY ACTIVE WORK RULE. Subject to payment of premiums, the Policy will provide life coverage if you:

- were insured under the prior plan on its termination date;
- were otherwise eligible under the Policy; but were not Actively-At-Work due to Injury or (2) Sickness on its Effective Date:
- are not entitled to any extension of life insurance under the prior plan; and (3)
- are not Totally Disabled (as defined in the Extension of Death Benefit section of the Policy) on the date the Policy takes effect.

AMOUNT OF LIFE INSURANCE. Until you satisfy the Policy's Active Work rule, the amount of your group life insurance under the Policy will not exceed the amount for which you were insured under the prior plan on its termination date.

This Amendment takes effect on your effective date of coverage under the Policy. In all other respects, your Certificate remains unchanged.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Chals A. Brauliff

Officer of the Company

GL1102-AMEND. PC1 Prior Ins. Cred. - Life 26 04/01/15



### PRIVACY NOTICE FOR PERSONAL INFORMATION - MONTANA

# THIS NOTICE DESCRIBES HOW PERSONAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Lincoln Financial Group, including The Lincoln National Life Insurance Company ("we" or "Company"), is required by law to maintain the privacy of personal information and to provide you with notice of its legal obligations and privacy practices with respect to personal information. This notice describes the privacy practices of the Company and that of any third party that assists in the administration of benefits.

This notice applies to any personal information we obtain in issuing or administering your life and/or disability income coverage.

# HOW WE USE PERSONAL INFORMATION

**Payment:** We may use or disclose personal information about you in order to facilitate benefit payments and billing services. We may share personal information with another health plan to coordinate benefit payments or with another entity, such as an external independent review organization, to assist in the review process of a claim decision. We may also disclose personal information to other persons or organizations performing business or legal services in connection with your claim.

Company Operations: We may use or disclose personal information about you to conduct business operations necessary in administering your Plan or policy. For example, the personal information may be used in relation to activities such as: claims administration; underwriting, premium rating; reinsurance and risk management; actuarial, scientific, medical or public policy research; grievance procedures; database security; administration of consumer disputes and inquiries; policyholder service functions; detection, investigation or reporting of actual or potential fraud, misrepresentation, or criminal activity; business planning and development; and the implementation of and compliance with federal and state requirements.

**Other Purposes:** We may use or disclose personal information for the following purposes:

- Judicial and administrative proceedings, in response, for example, to a court order or subpoena to comply with legal process or to a governmental reporting authority;
- Law enforcement;
- Specialized government functions with regard to military activities or national security and intelligence activities;
- Activities in connection with a sale, merger, transfer or exchange of all or part of a business or operating unit;
- Carrying out a transaction or providing a product or service that you request or authorize; or
- As otherwise permitted or as required by law.

Personal information may be disclosed to the Plan Sponsor for purposes of administering your Plan or to another plan maintained by your Employer to facilitate claims payments under that plan.

Any other uses or disclosures not described in this Privacy Notice or as required by law will be made only with your written authorization. You may revoke an authorization in writing at any time except in the event we have taken action in reliance on the authorization or in the event we are using the authorization in connection with a contestable claim.

### YOUR RIGHTS REGARDING YOUR PERSONAL INFORMATION

**Right to Inspect and Copy**: You may inspect and/or obtain a copy of your personal information as it relates to your life and/or disability income coverage through the Company. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

Page 2 of 2 GB06974MT 10/10 **Right to Amend:** If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend the information. Your request must be in writing and must include the reason you are requesting the change. We may deny your request if you ask us to amend information that:

- Is not part of the personal information kept by or for your Plan or policy;
- Was not created by the Company, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

**Right to Receive an Accounting of Disclosures:** You may request an accounting of disclosures made of your personal information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes; or
- To law enforcement officials or correctional institutions; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than two years from the date of your request.

**Right to Request Confidential Communications**: You may request that we communicate with you about your protected health information in a certain way or at a certain location. For example, you can ask that we contact you only at work or by mail. We will accommodate all reasonable requests.

**Right to a Paper Copy of this Notice:** You have the right to obtain a paper copy of this notice upon request, even if you received this notice electronically.

This notice provides the additional rights that are available under your State's Privacy laws.

#### **CHANGES TO NOTICE**

The Company reserves the right to change this Notice at any time. We can make any changes effective for personal information we already have about you, as well as any information we receive in the future. If this Notice is changed, we will send you a new Notice, as well as post it on the Company intranet site.

# **QUESTIONS or COMPLAINTS**

If you have questions about this Notice, or believe your privacy rights have been violated, you may file a complaint with us or with the Montana Department of Insurance. To file a complaint with us, please submit your written complaint to Lincoln Financial Group, Attn: Enterprise Services Compliance – Privacy 6C-00, 1300 S Clinton Street, Fort Wayne IN 46802. The Company supports your right to protect the privacy of your personal information. No action will be taken against you if you file a complaint.

GB06974MT 10/10