# YOUR GROUP LIFE INSURANCE PLAN

For Employees of **BMO Financial Corp.** 

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All references to "spouse" in the policy/certificate and any riders or endorsements include a partner to a civil union that is recognized by the State of Illinois. Any reference to "stepchild" includes a child of a partner to a civil union that is recognized by the State of Illinois. Any reference to "divorce" includes the dissolution of a civil union according to the requirements of the State of Illinois.

A civil union or same sex civil union or marriage entered into outside of Illinois, which is valid under the laws of the jurisdiction under which the relationship was legally entered into, will be treated as a civil union under Illinois Law.

### NOTE: AT THIS TIME IT IS UNCLEAR WHETHER YOU WILL BE REQUIRED TO PAY TAX ON ACCELERATED DEATH BENEFIT PROCEEDS. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.

# NOTE: YOUR AMOUNT OF LIFE INSURANCE WILL BE REDUCED IF YOU RECEIVE AN ACCELERATED DEATH BENEFIT.

If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you may contact ReliaStar Life at 1-800-955-7736.

### RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota 55440

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

#### Group Policy Number 29316-4GAT

### Policyholder BMO Financial Corp.

The insurance included in this certificate applies to you only if you have elected and are insured for it.

The Dependent's Insurance part of this certificate applies to you only if you are insured for it.

Your beneficiary is the last beneficiary you named, according to the records on file in ReliaStar Life's Home Office or on file with the Plan Administrator, if applicable. You may change your beneficiary any time, according to the terms of the Group Policy.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.

Pamela Chock

Registrar

# SCHEDULE OF BENEFITS

### **Basic Life Insurance**

Class All Eligible Employees

### Amount of Life Insurance

Two times your Basic Yearly Earnings to a maximum amount of \$500,000 or a flat amount of \$50,000

### Supplemental Life Insurance

Class All Eligible Employees Amount of Life Insurance\*

Employees approved for portability

A choice of: 1, 2, 3, 4, 5, 6, 7 or 8 times your Basic Yearly Earnings, up to a maximum of \$3,000,000.

Approved ported amount, not to exceed the lesser of 5 times your Basic Yearly Earnings or \$750,000

\*Beginning on and after your 70th birthday, ReliaStar Life decreases the amount of your insurance. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From your 70th birthday to age 75, ReliaStar Life pays 60%,
- From your 75th birthday to age 80, ReliaStar Life pays 40%,
- From your 80th birthday to age 85, ReliaStar Life pays 25%,
- From your 85th birthday and after, ReliaStar Life pays 17%.

Your minimum amount of ported coverage, including decreases, is \$5,000 total Life Insurance.

**Basic Yearly Earnings** is your base salary, overtime, shift differential and any variable pay that is related to work performance that you receive between October 1 and September 30 of the prior year. This amount will be locked in for the entire calendar year.

Variable pay includes:

- Team-based plans (based on company, corporate, department or unit performance)
- Managerial plans
- Sales, incentive, and commission-based plans
- Business referral plans
- Ad hoc cash awards related to performance

For Salary commission employees' Basic Yearly Earnings will be determined as of September 30 based on the greater of the above calculation or the Annual Benefit Base Rate determined in January of each year. The Total Compensation amount is reset on October 1 of each year.

New employee's Basic Yearly Earnings is determined on the base pay (or Annual Benefit Base Rate for salary commission employees) at the time of hire.

Rehired employees' Basic Yearly Earnings is the greater of the new hire calculation above or the Total Compensation paid in the previous 12 month measurement period.

#### **Accelerated Death Benefit**

This benefit is equal to 50% of your amount of Life Insurance in force. This benefit is available to employees only. Employees must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

# SCHEDULE OF BENEFITS

### **Dependent Life Insurance**

### Class

- Spouse or Domestic Partner\*\*
- Child (each) -Live birth but less than 26 years of age

### Class

Amount of Insurance

Your choice of: \$25,000, \$50,000, \$100,000, or \$150,000\*

Your choice of: \$10,000, \$15,000, \$20,000 or \$25,000

### Amount of Insurance

• Spouse or Domestic Partner approved for portability

• Child approved for portability

Approved ported amount, not to exceed the employee's ported Life amount

Approved ported amount, not to exceed the lesser of the employee's ported Life amount or \$10,000

\*Beginning on and after your spouse's or domestic partner's 70th birthday, ReliaStar Life decreases the amount of dependent's insurance on your spouse or domestic partner. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From the 70th birthday to age 75, ReliaStar Life pays 60%,
- From the 75th birthday to age 80, ReliaStar Life pays 40%,
- From the 80th birthday to age 85, ReliaStar Life pays 25%,
- From the 85th birthday and after, ReliaStar Life pays 17%.

The amount of insurance for your spouse or domestic partner cannot exceed your total combined amount of Basic and Supplemental Life Insurance.

The amount of insurance for your child(ren) cannot exceed your total combined amount of Basic and Supplemental Life Insurance.

The minimum amount of ported Dependent's Insurance for each insured dependent, including your children over 12 months of age, is \$1,000 total Dependent Life Insurance.

### **Proof of Good Health**

Proof of good health is required for amounts in excess of the limits described below. Coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of the increase. For proof of good health, a completed Evidence of Insurability form must be submitted to ReliaStar Life for approval.

### **Employee-Basic Life Insurance**

- Initial eligibility...
- Increases...

### Employee-Supplemental Life Insurance

- Initial eligibility after the Group Policy Effective Date...
- Increases due to salary, job, or class change...

#### Limit without Proof \$500,000

Increases bringing total coverage over \$500,000 require proof of good health

Limit without Proof

\$1,000,000 or 5 times Basic Yearly Earnings, whichever is less.

Evidence is not required for any increase in which the total Supplemental Life Insurance amount is less than or equal to the plan maximum.

# SCHEDULE OF BENEFITS

- Application at annual enrollment for an increase to an employee's existing level of supplemental coverage...(e.g; application to increase one benefit level increment)
- All applications for new coverage more than 31 days after the date you become eligible for insurance...

#### **Dependent Life Insurance**

- Initial eligibility for dependent coverage after the Group Policy Effective Date...
- Application at annual enrollment for an increase to existing dependent coverage by more than one benefit level...
- All other applications for new dependent coverage more than 31 days after the date you become eligible for dependent's insurance...

Any amount of total Supplemental Life Insurance exceeding \$1,000,000 or 5 times your Basic Yearly Earnings. Annual increase exceeding 1 times your Basic Yearly Earnings.

None. Proof of good health is required.

#### Limit without Proof

Spouse or Domestic Partner - \$50,000, Child(ren) -\$25,000

Spouse or Domestic Partner - None. Proof of good health is required., Child(ren) - Amount of Increase

Spouse: None. Proof of good health is required., Child(ren) – None. Proof of good health is required.

# **EMPLOYEE'S INSURANCE**

### Eligibility

You are eligible on the first of the month following 30 days of continuous service with the Employer.

You must meet the following conditions to become insured -

- Be eligible for the insurance.
- Be actively at work.
- Apply for the insurance, if you have to pay any part of the premium.
- Give to ReliaStar Life proof of good health, which it approves, as required on the Schedule of Benefits.

If you apply after converting any part of this insurance under the Conversion Right, proof of good health will be required.

You may be required to pay for the cost of obtaining proof of good health.

### Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date you apply for insurance, if you have to pay any part of the premium.
- The date ReliaStar Life approves your proof of good health, if proof is required.

### Effective Date of Change in Amount of Insurance

- If there is an increase in the amount of your insurance, the increase will take effect on:
- The date of the increase, if you are actively at work on that date.
- The date you return to active work, if you are not actively at work on the date your insurance increases.
- The nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

If proof of good health is required, the increase will take effect on the later of the dates indicated above or the date ReliaStar Life approves your proof of good health.

A decrease in the amount of your insurance will take effect on the date of the decrease.

### Termination of Insurance

Your insurance stops on the earliest of the following dates:

- For coverage not ported, the date you were last actively at work for the Policyholder.
- For coverage not ported, the date you are no longer eligible for insurance under the Group Policy.
- For coverage not ported, the date you retire.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
- The date the Policyholder replaces the Supplemental Life Insurance under this plan with a similar life insurance plan through another insurance carrier, if you are actively at work for the Policyholder on that date.
- The date the Group Policy terminates.
- The date the trust agreement for BMO Financial Corp. terminates.
- For ported Life Insurance, the date you attain age 80.
- For Accelerated Death Benefit, the date your Life Insurance terminates. For coverage not ported, the Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For Accelerated Death Benefit on ported Life Insurance, the date you attain age 70.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

# **EMPLOYEE'S INSURANCE**

### Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### Continuation of Life Insurance

If you are no longer eligible for Life Insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid. Your continuation of insurance is subject to all other terms of the Group Policy.

The length of time your insurance continues depends on the reason you stop active work.

Your continuation of insurance stops on the earliest of the following dates:

- The end of the period for which your premiums were paid, if the next premium contribution is not paid on time.
- The date the Group Policy stops.
- The end of the 12th policy month after the policy month during which you stop active work, if you stop active work due to a military leave of absence.
- If you stop active work because of a non-medical leave of absence, temporary layoff, or the Policyholder suspending operations, the Policyholder may continue your Life Insurance as it determines.
- For coverage not continued under the portability option, if you are age 65 or older and you take a leave of absence due to sickness or accidental injury, including total disability, coverage may be continued for up to 110 days. If you are under age 65 when you take your leave of absence and turn age 65 during your leave, coverage may be continued for up to 110 days minus the number of days you were already on leave prior to turning age 65.
- For coverage not continued under the portability option, the date your Life Insurance has been continued for 12 months if you stop active work due to sickness or accidental injury, including total disability.
- For coverage not continued under the portability option, the date your Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit.

### Portability

You can apply to continue your terminated Supplemental Life Insurance until age 80 if certain conditions are met. You may elect to decrease your ported coverage. You will not be eligible to increase your ported coverage.

The minimum amount of your Life Insurance that you can apply to port is \$5,000. See the Schedule of Benefits for maximum amounts. If your total amount of terminated Life Insurance otherwise eligible to be ported is less than \$5,000, then you may be eligible for conversion as described in the **Conversion Rights** section.

You must apply for portability within 31 days of the date your insurance terminates due to the following:

- You retire or terminate employment with the Policyholder, if coverage is in effect for active employees under the Group Policy; or
- The Policyholder terminates Supplemental Life Insurance for active employees under the Group Policy and does not replace it with a similar life insurance plan; or
- You are no longer eligible for Supplemental Life Insurance under the Group Policy; or
- All other continuation under the Group Policy ends.

If your amount of insurance reduces due to age or a change in employment status, this is not considered a termination of insurance for purposes of portability. Please refer to the **Conversion Rights** section for more information about conversion following reductions in coverage.

Your application for portability is subject to approval by ReliaStar Life. If you are not approved for portability, you may still be eligible for conversion as described in the **Conversion Rights** section.

The Incontestability provision in the **General Provisions** section also applies to ported coverage starting with the effective date of your ported coverage and continuing for two years while you are living.

# **EMPLOYEE'S INSURANCE**

If you port coverage and then later become eligible as an active employee for Employee's Insurance under a Group Policy issued by ReliaStar Life, then your amount of ported coverage will be reduced by your amount of insurance as an active employee.

# **DEPENDENT'S INSURANCE**

### NOTE: YOUR DOMESTIC PARTNER AND YOUR DOMESTIC PARTNER'S CHILD MAY BE ELIGIBLE FOR INSURANCE UNDER THIS PLAN, AS DEFINED UNDER DEFINITIONS OF DEPENDENT AND DOMESTIC PARTNER AND CHILD. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.

### Eligibility

You are eligible for Dependent's Insurance on the later of the following dates:

- The date you are eligible for Employee's Insurance.
- The date you first acquire a dependent.

You must meet all of the following conditions to become insured for Dependent's Insurance:

- Be insured for Employee's Insurance.
- Apply for Dependent's Insurance, if you must pay any part of the premium. You must apply for all dependents you have within 31 days of the date you are eligible for Dependent's Insurance.
- Give ReliaStar Life proof of good health for your dependent, which it approves, without expense to ReliaStar Life, if you are applying more than 31 days after becoming eligible.

If you and your spouse or domestic partner are insured as employees under the Group Policy, either you or your spouse or domestic partner, but not both, can apply for Dependent's Insurance. If the spouse or domestic partner carrying the Dependent's Insurance stops being insured as an employee, the other spouse or domestic partner may become insured for Dependent's Insurance by applying within 31 days.

### Effective Date of Dependent's Insurance

Your dependent's insurance starts on the latest of the following dates:

- The date you become eligible for Dependent's Insurance.
- The date of your dependent's final discharge from any facility for care and treatment of sickness or accidental injury, for any dependent, other than a newborn, who is confined in such facility on the date your dependent's insurance starts.
- The date ReliaStar Life approves your dependent's proof of good health, if ReliaStar Life requires proof.
- The date you apply for Dependent's Insurance, if you have to pay any part of the premium.

If you acquire a new dependent while insured for Dependent's Insurance, that dependent becomes insured automatically unless confined in any facility for the care and treatment of sickness or accidental injury. A new dependent who is confined is insured on the date of his or her final discharge from the facility which provides care and treatment for sickness or accidental injury.

#### Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your dependent's Life Insurance, the increase will take effect on -

- the effective date of the increase, unless your dependent is hospital confined in a facility for care and treatment of sickness or accidental injury on that date.
- the date of your insured dependent's final discharge from such facility, if your insured dependent is confined to such facility on the date of the increase.

A decrease in the amount of your dependent's insurance will take effect on the date of the decrease. **Exception:** A decrease in the amount of your dependent's coverage that is due to a decrease in your amount of coverage will be effective on the January 1st on or immediately following your decrease in coverage.

#### **Termination of Dependent's Insurance**

Your dependent's insurance stops on the earliest of the following dates:

- The date your insurance terminates.
- For dependent's insurance not ported, the date in which you retire.
- The end of the period for which you made your last premium contribution for Dependent's Insurance if you do not make the next required contribution when due.
- The date the Dependent's Insurance part of the Group Policy terminates.
- The date the Group Policy terminates.
- The date your Life Insurance premiums are waived due to total disability.

# **DEPENDENT'S INSURANCE**

- The last day of the month during which your insured dependent is no longer an eligible dependent as defined.
- The date your dependent's life insurance is converted.

ReliaStar Life stops providing a specific benefit under your dependent's insurance on the date that benefit is no longer provided under the Group Policy.

### Family and Medical Leave Act of 1993

If your coverage remains in force due to a certified leave under the FMLA, then your dependents' coverage will also remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### **Continuation of Insurance**

Your insured dependent's insurance may be continued. Premiums must be paid. Your insured dependent's insurance stops at the end of the period for which the last premium was paid if the next premium is not paid on time. Your insured dependent's continuation is subject to all other terms of the Group Policy.

### You Stop Active Work

If you stop active work and your insurance is being continued, your dependent's insurance will also be continued as shown in the Employee's Insurance part of this certificate.

### Handicapped Dependent Child

If your insured dependent child is physically handicapped or mentally retarded and reaches the maximum age for Dependent's Insurance, his or her Life Insurance will continue. To continue insurance you must give ReliaStar Life proof that –

- your child is handicapped and not self-supporting.
- your child became handicapped before reaching the maximum age for Dependent's Insurance.
- your child is dependent on you for support.

Proof must be given within 31 days after the date your child reaches the maximum age for insurance. During the 2 years after your child reaches the maximum age, ReliaStar Life may ask for regular proof of your child's continued handicap. A doctor's exam may be required as part of the proof. After the 2 year period, ReliaStar Life cannot ask for proof more than once a year.

Premiums must be paid to continue your dependent child's insurance.

ReliaStar Life may require that a doctor examine the child before granting a continuation of your dependent's insurance. ReliaStar Life chooses the doctor and pays the fees for all required exams.

The continuation stops on the earliest of the following dates:

- The date the child is no longer handicapped according to the Group Policy.
- The date you do not give ReliaStar Life proof of the child's handicap when asked.
- The date your dependent's insurance would otherwise stop under the Group Policy.

#### Portability

You can apply to continue your terminated Dependent's Insurance at the same time you apply for portability of your coverage. Dependent Life Insurance may only be ported if your Life Insurance is ported. You may elect to decrease ported coverage. You will not be eligible to increase ported coverage.

Your application for portability of Dependent's Insurance is subject to approval by ReliaStar Life. If your Dependent's Insurance is not approved for portability, your insured dependent may still be eligible for conversion as described in the **Conversion Rights** section.

The Incontestability provision in the **General Provisions** section also applies to ported coverage starting with the effective date of ported coverage and continuing for two years while your insured dependent is living.

If you port Dependent's Insurance and then later become eligible as an active employee for Dependent's Insurance under a Group Policy issued by ReliaStar Life, then your amount of ported Dependent's Insurance will be reduced by your amount of Dependent's Insurance as an active employee.

### Employee's Life Insurance

ReliaStar Life pays a death benefit to your beneficiary if written proof is received that you have died while this insurance is in force. The death benefit is the amount of Life Insurance for your class shown on the Schedule of Benefits in effect on the date of your death.

ReliaStar Life pays the death benefit for all causes of death. However, for Supplemental Life Insurance, if you commit suicide, while sane or insane, within 2 years of the date your insurance starts, ReliaStar Life will refund the amount of premiums paid for your Supplemental Life Insurance under the Group Policy instead of paying a death benefit.

### Waiver of Life Insurance Premium Disability Benefit

ReliaStar Life waives your Life Insurance premium that becomes due while you are totally disabled. The premium will be waived if you satisfy certain conditions. When ReliaStar Life waives a premium, the amount of Life Insurance equals the amount that would have been provided if you had not become totally disabled. That amount will reduce or stop according to the Schedule of Benefits in effect on the date total disability begins.

Premiums are waived for Life Insurance and the Accelerated Death Benefit only. Premiums are not waived for Accidental Death and Dismemberment Insurance and Dependent's Insurance, if any, or for any other Insurance under the Group Policy.

### Conditions, Notice and Proof of Total Disability

ReliaStar Life requires written notice of claim and proof of total disability to waive your premium. All of the following conditions must also be met:

- Total disability must begin before your 60th birthday.
- You are insured for the Waiver of Life Insurance Premium Disability Benefit on the date you become totally disabled.
- You must be continuously totally disabled for at least 110 days.
- You continue to be totally disabled.
- Your insurance is in force when you suffer the sickness or accidental injury causing the total disability.
- All premiums are paid up to the date total disability begins.

ReliaStar Life needs written notice of claim before it waives any premium. This notice must be received -

- while you are living,
- while you are totally disabled, and
- within one year from the date total disability begins. If you cannot give ReliaStar Life notice within one year, your claim is still valid if you show you gave ReliaStar Life notice as soon as reasonably possible.

ReliaStar Life needs proof of your total disability before any premiums can be waived. ReliaStar Life may require you to have a physical exam by a doctor it chooses. ReliaStar Life pays for that exam. ReliaStar Life can only require one exam a year after premiums have been waived for 2 full years.

When ReliaStar Life approves your proof of total disability, premiums are waived as of the date you became totally disabled. ReliaStar Life refunds, to the Policyholder, any premium paid for a period during which you were totally disabled. It is the Policyholder's responsibility to refund to you any part of the premium you paid.

### **Termination of Waiver of Premium**

ReliaStar Life stops waiving premiums on the earliest of the following dates:

- The date you are no longer totally disabled.
- The date you do not give ReliaStar Life proof of total disability when asked.
- The date you attain age 65.

If ReliaStar Life stops waiving your premiums, your Life Insurance will stay in force only if all of the following conditions are met:

- The Life Insurance under the Group Policy is still in force.
- You are eligible for Employee's Insurance under the Group Policy.
- Your premium payments are resumed.

The amount of Life Insurance that stays in force will be the amount shown on the Schedule of Benefits in effect on the date your premium payments are resumed.

You will not be eligible to continue insurance under the portability option when ReliaStar Life stops waiving your premiums.

If you buy an individual policy under the Conversion Right of the Group Policy during the first year of your disability, your Life Insurance may be restored. ReliaStar Life will cancel the individual policy as of its issue date:

- If within 12 months of the date you become totally disabled you -
- -file a claim under this provision and ReliaStar Life approves it, and
- -surrender the individual policy without claim, except for refund of premium.
- When ReliaStar Life cancels your individual policy, ReliaStar Life -
- refunds all premiums paid for the individual policy.
- restores your Life Insurance under the Group Policy.
- retains the beneficiary named under the individual policy as beneficiary under the Group Policy, unless you ask ReliaStar Life to change the beneficiary in writing.

### Beneficiary

The beneficiary is named to receive the proceeds to be paid at your death. You may name more than one beneficiary. The Policyholder or Employer cannot be the beneficiary.

You may name, add or change beneficiaries by written request as described below. You may also choose to name a beneficiary that you cannot change without his or her consent. This is an irrevocable beneficiary.

You may name, add or change beneficiaries by written request if all of the following conditions are met:

- Your coverage is in force.
- ReliaStar Life has written consent of all irrevocable beneficiaries.
- You have not assigned the ownership of your insurance. The rights of an assignee are described in the Assignment section.

All requests are subject to the approval of ReliaStar Life. A change will take effect as of the date it is signed but will not affect any payment ReliaStar Life makes or action it takes before receiving your notice.

#### Payment of Proceeds

ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds to your estate.

The person must be living on the tenth day after your death.

#### **Settlement Options**

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit ReliaStar Life pays when you die or when you receive a lump sum amount under the Accelerated Death Benefit. To find out more about settlement options, please contact the Policyholder.

### Accelerated Death Benefit

### NOTE: AT THIS TIME IT IS UNCLEAR WHETHER YOU WILL BE REQUIRED TO PAY TAX ON ACCELERATED DEATH BENEFIT PROCEEDS. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.

ReliaStar Life pays this benefit if it has been determined that you have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition. The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your death.

The Accelerated Death Benefit is the amount of the Accelerated Death Benefit shown on the Schedule of Benefits in effect on the date you apply for Accelerated Death Benefit proceeds. You will not be able to increase your contributory Life Insurance benefit after the time you apply for the Accelerated Death Benefit, unless you are determined to be ineligible to receive Accelerated Death Benefit proceeds.

To receive the Accelerated Death Benefit, all of the following conditions must be met. You must:

- request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured as an employee for Life Insurance benefits.
- have Life Insurance benefits of at least \$10,000 as shown on the Schedule of Benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 24 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam.
- provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

### **Benefit Payment**

ReliaStar Life pays the Accelerated Death Benefit proceeds to you unless both of the following are true:

- It is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment.
- A representative appointed by the courts to act on your behalf does not make a claim for the payment.

If ReliaStar Life does not pay you because the two above conditions apply, payments instead will be made to one of the following:

- A person who takes care of you.
- An institution that takes care of you.
- Any other person ReliaStar Life considers entitled to receive the payments as your trustee.

### Accelerated Death Benefit Exclusions

ReliaStar Life does not pay benefits for a terminal condition if either of the following apply:

- the required Accelerated Death Benefit premium or Life Insurance premium is due and unpaid.
- the terminal condition is directly caused by attempted suicide or intentionally self-inflicted injury, whether sane or insane.

### Effects on Coverage

When ReliaStar Life pays out this benefit, your coverage is affected in the following ways:

- Your total available Life Insurance benefit equals your amount of Life Insurance shown on the Schedule of Benefits at the time you apply for the Accelerated Death Benefit.
- Your Life Insurance benefit is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your Life Insurance benefit after ReliaStar Life approves you to receive the Accelerated Death Benefit.

- Your premium is reduced based upon the remaining amount of your Life Insurance benefit. Such premium must be paid, unless waived, to keep your Life Insurance coverage in force.
- Your remaining Life Insurance benefit is subject to future age reductions, if any, as shown on the Schedule of Benefits.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.
- Your dependents' Life Insurance coverage will be unaffected by Accelerated Death Benefit proceeds paid to you, provided all required premiums are paid.

### **Dependent's Life Insurance**

ReliaStar Life pays a death benefit in the amount of the Dependent's Life Insurance shown on the Schedule of Benefits. ReliaStar Life pays according to the Schedule of Benefits in effect on the date your insured dependent dies.

ReliaStar Life pays the death benefit for all causes of death. However, for Dependent Supplemental Life Insurance, if your insured dependent, while sane or insane, commits suicide within 2 years from the date his or her coverage starts, ReliaStar Life will refund the amount of premiums already paid for Dependent Supplemental Life Insurance instead of paying a death benefit.

ReliaStar Life pays the proceeds to you, if you are living on the earlier of the following:

- The day ReliaStar Life receives proof of your insured dependent's death at its Home Office.
- The tenth day after your insured dependent's death.

If you are not living on either of these dates, ReliaStar Life pays the proceeds to the following in the order listed:

- 1. Your spouse or domestic partner, if living.
- 2. Your estate.

ReliaStar Life requires that proof of your insured dependent's death be mailed to ReliaStar Life at its Home Office.

# **CONVERSION RIGHTS**

### Life Insurance

You or your insured dependent may convert this insurance to an individual life insurance policy if any part of your or your insured dependent's Life Insurance under the Group Policy stops. Proof of good health is not required.

### Conditions for Conversion

You or your insured dependent may convert Life Insurance if it terminates for any of the following reasons:

- For coverage not ported, you are no longer actively at work.
- For coverage not ported, you are no longer eligible for Employee's Insurance under the Group Policy.
- For ported coverage, you have reached the termination age under the Group Policy.
- The Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row.
- Your premiums are no longer being waived due to total disability, and your group Life Insurance terminates.
- For your Life Insurance, the amount of insurance is reduced.
- For your dependent's life insurance -
- -your dependent's life insurance terminates.
- -your dependent is no longer an eligible dependent as defined.
- -your dependent's life insurance shown on the Schedule of Benefits is reduced.
- -your Life Insurance premiums are waived due to total disability.
- you die.

You or your insured dependent may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your or your insured dependent's insurance stops. ReliaStar Life or the Policyholder must be notified. ReliaStar Life will supply you or your insured dependent with a conversion form to complete and return.

If your insured dependent is too young to contract for life insurance, the following people may apply in this order:

- 1. You, while living.
- 2. Your spouse, while living.
- 3. The court-appointed guardian of your insured dependent.

#### Type of Converted Policy

You or your insured dependent may purchase any individual nonparticipating policy offered by ReliaStar Life, except term insurance. The new policy must provide for a level amount of insurance and have premiums at least equal to those of ReliaStar Life's whole life plan with the lowest premium. If your previous coverage included additional benefits such as disability, Accidental Death and Dismemberment Insurance or the Accelerated Death Benefit, the new insurance will not include these benefits.

#### Amount of Conversion Coverage

If your or your insured dependent's Life Insurance is changed or cancelled because the Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row, the amount of the individual policy is limited to the lesser of -

- \$5,000 or
- the amount of your or your insured dependent's Life Insurance which stops, minus the amount of other group insurance for which you or your insured dependent becomes eligible, within 31 days of the date your or your insured dependent's insurance stops.

If your or your insured dependent's Life Insurance stops for any reason other than the above, the amount of your or your insured dependent's individual policy may be any amount up to the amount of your or your insured dependent's Life Insurance that stopped.

# **CONVERSION RIGHTS**

### **Effective Date**

The new policy takes effect 31 days after the part of your or your insured dependent's Life Insurance being converted stops.

If you or your insured dependent dies within the 31-day period allowed for making application to convert, ReliaStar Life will pay a death benefit to your or your insured dependent's beneficiary in the amount you or your insured dependent were entitled to convert. ReliaStar Life will pay the amount whether or not application was made. ReliaStar Life will return any premium paid for the individual policy to your or your insured dependent's beneficiary named under the Group Policy.

#### Premiums

Premiums for the new policy are based on your or your insured dependent's age on the date of conversion.

# CLAIM PROCEDURES

### Submitting a Claim

You, your insured dependent or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must –

- include information to identify you or your insured dependent, like your name, address and Group Policy number.
- be sent to ReliaStar Life or to the authorized administrator.
- be sent within 91 days after the loss for which claim is based has occurred or as soon as reasonably possible.

#### **Claim Forms**

ReliaStar Life or its authorized administrator will send proof of loss claim forms within 15 days after ReliaStar Life receives notice of claim.

Completed proof of loss claim forms or other written proof of loss detailing how the loss occurred must be sent to ReliaStar Life within 91 days after the loss or as soon as reasonably possible.

# **GENERAL PROVISIONS**

### Life Insurance Assignment

You can change the owner of your Life Insurance under the Group Policy by sending ReliaStar Life written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder or Employer. You transfer all your rights and duties as owner to the new owner. The new owner can then make any change the Group Policy allows. A request for an absolute assignment –

- does not change the insurance or the beneficiary.
- applies only if ReliaStar Life receives your notice.
- takes effect from the date signed.
- does not affect any payment ReliaStar Life makes or action ReliaStar Life takes before receiving your notice.

A collateral assignment is not allowed.

ReliaStar Life assumes no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

#### **Legal Action**

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

### Incontestability

Your and your dependent's insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your and your dependent's insurance because of inaccurate or false information received relating to your and your insured dependent's insurability. Only statements that are in writing and signed by you or your insured dependent can be used to contest the insurance.

#### Complaints

Any complaints about a claim or benefit that may arise under the Group Policy should be sent to ReliaStar Life at the following address:

ReliaStar Life Insurance Company Box 20 Minneapolis, Minnesota 55440

or

You can write to the Illinois Department of Insurance at the following address:

Illinois Department of Insurance 320 W. Washington Street Springfield, Illinois 62767

# DEFINITIONS

Active Work, Actively at Work – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

### Child -

- your natural or adopted child.
- a child for whom you have legal obligation for purposes of adoption.
- a child who is primarily dependent on you for support and lives with you in a permanent parent-child relationship, and who is your stepchild, your domestic partner's child, your foster child, or a child for whom you are a legal guardian.

### Dependent -

- your lawful spouse.
- your domestic partner, as defined.
- your unmarried child live birth but less than 26 years of age.

The term "dependent" does not include -

- a married child.
- a spouse, domestic partner or child living outside the United States.
- a spouse, domestic partner or child eligible for Employee's Insurance under the Group Policy.
- a spouse, domestic partner or child on active military duty.
- a parent of you or your spouse or domestic partner.
- a spouse, domestic partner or child who does not give proof of good health when requested, or whose proof is not approved.

**Domestic Partner –** another adult with whom you have completed and signed the Policyholder's Domestic Partner Certification form and filed it with the Policyholder attesting that –

- neither of you are married to anyone and you are the sole partners of each other,
- you are both at least 18 years of age,
- you are not related by blood closer than would bar marriage in your State,
- you are both mentally competent to consent to contract,
- you share a common residence,
- you are in a committed and mutually exclusive relationship, and
- you meet any other requirements listed in the Life Insurance and Accident Plans Summary Plan Description.

You must notify the Policyholder in writing if there is any change of circumstances attested to in the Certification form within 30 days of such change.

**Employee** – an active employee residing in the United States who is employed by an Employer and is regularly scheduled to work on at least a 20-hour-per-week basis. Such employees of companies and affiliates controlled by the Policyholder are included. Temporary and seasonal employees are excluded. An Employer is the bank, the company and any other subsidiary that adopts the program of BMO Financial Corp.

Group Policy – the written group insurance contract between ReliaStar Life and the Policyholder.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

Nonworking day does not include time off for any of the following:

• Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.

# DEFINITIONS

• Temporary layoff.

- The Policyholder suspending its operations, in part or total.
- Strike.

### Policyholder – BMO Financial Corp.

ReliaStar Life – ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

**Spouse –** your legal husband or wife. The term "spouse" does not include a domestic partner.

**Terminal Condition** – an injury or sickness which is expected to result in your death within 24 months and from which there is no reasonable chance of recovery.

**Total Disability, Totally Disabled –** your inability, due to sickness or accidental injury, to do the essential duties of your regular occupation with the Policyholder. If you are also covered under the Policyholder-sponsored group long term disability income policy or plan that is issued or administered by another company and while coverage for active employees under the Group Policy remains in force, then ReliaStar Life will consider you to be totally disabled under the Group Policy during the same period that you are approved as disabled under that other long term disability income policy or plan. The Policyholder must provide ReliaStar Life with proof of the other company's approval and information about the other long term disability income policy or plan.

If you meet the Group Policy's definition of total disability due to your approval as disabled under a Policyholder-sponsored group long term disability income policy or plan through another company, and then your benefits or coverage under that other policy or plan terminate for any reason, or coverage for active employees under the Group Policy terminates, then you will need to provide ReliaStar Life with proof of your total disability under the terms of the Group Policy in order to continue your eligibility under the Group Policy.

Written, In Writing – signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

You, Your - an employee insured for Employee's Insurance under the Group Policy.

#### CALIFORNIA CERTIFICATEHOLDERS IF YOU ARE AGE 65 OR OLDER ON THE EFFECTIVE DATE OF YOUR SUPPLEMENTAL LIFE INSURANCE COVERAGE UNDER THE GROUP POLICY, YOU HAVE 30 DAYS FROM THE DATE YOU RECEIVE THIS CERTIFICATE, IF NO BENEFITS HAVE BEEN PAID, TO RETURN THE CERTIFICATE TO THE POLICYHOLDER AND HAVE THE FULL PREMIUM FOR SUPPLEMENTAL LIFE INSURANCE REFUNDED.

R-08250

# **ReliaStar Life Insurance Company**

250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

## NOTICE TO CALIFORNIA POLICYHOLDERS/CERTIFICATEHOLDERS KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you have a question about your policy, if you need assistance with a problem, or if you have questions about a claim, you may write to us at the above address or call 1-800-955-7736.

You will need to provide your policy number with any communication.

If you do not reach a satisfactory resolution after having discussions with us, or our agent or representative, or both, you may contact the following unit within the Department of Insurance that deals with consumer affairs:

> California Department of Insurance Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, California 90013

Outside Los Angeles: 1-800-927-HELP (1-800-927-4357) Los Angeles: (213) 897-8921

Web Site: www.insurance.ca.gov/01-consumers/101-help

### NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### COVERAGE

### Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

### <u>Amounts of Coverage</u>

The basic coverage protections provided by the Association are as follows.

### Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

### • Life Insurance

80% of death benefits but not to exceed \$300,00080% of cash surrender or withdrawal values but not to exceed \$100,000

• <u>Annuities and Structured Settlement Annuities</u> 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

### Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

### COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

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## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at <u>www.califega.org</u>, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance Consumer Communications Bureau 300 South Spring Street Los Angeles, CA 90013 (800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or 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 California law, then California law will control.

### RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota 55401

## NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE HAWAII LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of Hawaii who purchase life insurance, annuities, or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Hawaii Life and Disability Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumer's care in selecting companies that are well-managed and financially stable.

### DISCLAIMER

The Hawaii Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Hawaii. You should not rely on coverage by the Hawaii Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

### The Hawaii Life and Disability Insurance Guaranty Association 1132 Bishop Street, Suite 1590 Honolulu, Hawaii 96813

### Department of Commerce and Consumer Affairs Insurance Division P.O. Box 3614 Honolulu, Hawaii 96811

The state law that provides for this safety-net coverage is called the Hawaii Life and Disability Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

(please turn to back of page)

### COVERAGE

Generally, individuals will be protected by the Hawaii Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by the Guaranty Association if –

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state); or
- the insurer was not a member insurer of the Guaranty Association. A nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or an insurance exchange are examples of nonmember insurers.

The Guaranty Association also does not provide coverage for -

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).

### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - o \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability 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 for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits and with regard to one owner of multiple non-group policies of life insurance.

### NOTICE: THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL OF THE BENEFITS REQUIRED BY MARYLAND LAW.

R-08159

## ReliaStar Life Insurance Company

# **CERTIFICATE BOOKLET RIDER**

**Applicable to Missouri Residents** 

### <u>Suicide</u>

If your group certificate contains any suicide limitation, the limitation will be for no more than one year from the date insurance starts.

### Accidental Death and Dismemberment

If your group certificate contains any Accidental Death and Dismemberment benefits, the Accidental Death and Dismemberment Exclusions provisions are changed to read as follows:

### Accidental Death and Dismemberment Exclusions

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or poisoning.

Exception:

- Unintentional or non-voluntary inhalation of gas or poisons.
- Pyogenic infections which result from an accidental bodily injury.
- Bacterial infections which result from the ingestion of contaminated substances.
- Infection from a cut or wound caused by an accident.

All other Accidental Death and Dismemberment exclusions contained in your certificate remain unchanged.



ReliaStar Life Insurance Company 20 Washington Avenue South Minneapolis, Minnesota 55401

A member of the Voya<sup>TM</sup> family of companies

### OREGON ACCELERATED BENEFIT SUMMARY

The Group Policy provides an accelerated benefit if the eligible insured is diagnosed with a terminal condition. This provides payment of a percentage of the death benefit otherwise payable, as noted in the certificate, while the insured is living. The accelerated benefit payment reduces the amount of Life Insurance payable at death.

"Terminal condition" means an injury or sickness which is expected to result in the insured's death within a time period specified in the certificate, and from which there is no reasonable chance of recovery.

The cost of the accelerated benefit is incorporated into the cost of Life Insurance and is not a separately identifiable premium.

Following an accelerated benefit payment, continued premium payment is required in order to keep Life Insurance coverage in force. If the policy provides a Waiver of Life Insurance Premium Disability Benefit and a claim for this benefit has been approved, then no further premium payment is required.

Please refer to the certificate for the provision(s) that relate to this Group Policy.

Receipt of accelerated benefits <u>may be taxable</u> and the insured should seek assistance from a personal tax advisor prior to submitting a claim.

#### Texas Residents: Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

### ReliaStar Life Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Contact Center Manager at 1-800-955-7736

Toll-free: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Email: LifeClaims@voya.com

Mail: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: <u>www.tdi.texas.gov</u>

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

### Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puedo resolver el problema, es possible que el Department de Seguros de Texas (Texas Department of Insurance, pro su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tamblen debe presenter una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

#### ReliaStar Life Insurance Company

Para obtener informacion o para presenter una queja ante su compania de seguros:

Llame a: Customer Contact Center Manager at 1-800-955-7736

Telefono gratuito: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Correo electronico: LifeClaims@voya.com

Direccion postal: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacion ada con los seguros o para presenter una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electronico: <u>ConsumerProtection@tdi.texas.gov</u>

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

# RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota

### **Texas Accelerated Death Benefit Disclosure Notice:**

The accelerated death benefit under this Group Policy is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the accelerated death benefit qualifies for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive accelerated benefits excludable from income under federal law.

Receipt of accelerated death benefits may affect your, your spouse or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect you, your spouse and your family's eligibility for public assistance.

R-08121a

### Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Utah 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 Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms "insurance company and "insurer" include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

Life Insurance

o \$500,000 in death benefits

o \$200,000 in cash surrender or withdrawal values

Health Insurance

- o \$500,000 in hospital, medical and surgical insurance benefits
- o \$500,000 in long-term care insurance benefits
- o \$500,000 for disability income insurance benefits
- o \$500,000 in other types of health insurance benefits
- Annuities

o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard 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 Utah law.

To learn more about the above protections, please visit the Association's website at www.utlifega.org, or contact:

Utah Life and Health Insurance Guaranty Assoc. 32 West 200 South #150 Salt Lake City, UT 84101 (801)320-9955 Utah Insurance Department State Office Bldg., Rm. 3110 Salt Lake City, UT 84114 (801) 538-3800

# **RELIASTAR LIFE INSURANCE COMPANY**

# CERTIFICATE BOOKLET RIDER

### **Applicable to Washington Residents**

Washington law requires the following benefits be provided to Washington residents.

### I. If your certificate contains an Accidental Death & Dismemberment benefit and/or an Accidental Death & Dismemberment benefit for dependents, the following provision applies:

Accidental Death & Dismemberment (AD&D) Insurance ReliaStar Life pays this benefit if you or your insured dependent lose your or your insured dependent's life, limb or sight due to an accident. All of the following conditions must be met:

- You or your insured dependent are covered for AD&D Insurance on the date of the accident.
- Loss occurs within 365 days of the date of the accident.
- The cause of the loss is not excluded.

All other provisions of the Accidental Death & Dismemberment benefit remain unchanged.

#### II. If your certificate contains an Accelerated Death benefit, the following applies:

- 1. NOTE: IF YOU RECEIVE PAYMENT OF ACCELERATED BENEFITS, YOU MAY LOSE YOUR RIGHT TO RECEIVE CERTAIN PUBLIC FUNDS, SUCH AS MEDICARE, MEDICAID, SOCIAL SECURITY, SUPPLEMENTAL SECURITY, SUPPLEMENTAL SECURITY INCOME (SSI), AND POSSIBLY OTHERS. ALSO, RECEIVING ACCELERATED BENEFITS MAY HAVE TAX CONSEQUENCES FOR YOU. RELIASTAR LIFE CANNOT GIVE YOU ADVICE ABOUT THIS. YOU MAY WISH TO OBTAIN ADVICE FROM A TAX PROFESSIONAL OR AN ATTORNEY BEFORE YOU DECIDE TO RECEIVE ACCELERATED BENEFITS.
- 2. ReliaStar Life pays this benefit if it has been determined that you have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition. The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your death.

The Accelerated Death Benefit is the amount of the Accelerated Death Benefit shown on the Schedule of Benefits in effect on the date you apply for Accelerated Death Benefit proceeds. You will not be able to increase your contributory Life Insurance benefit after the time you apply for the Accelerated Death Benefit, unless you are determined to be ineligible to receive Accelerated Death Benefit proceeds.

To receive the Accelerated Death Benefit, **all** of the following conditions must be met. You must:

• request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.

- ·be insured as an employee for Life Insurance benefits.
- have Life Insurance benefits of at least \$10,000 as shown on the Schedule of Benefits.

2. (Cont.)

provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 24 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam. If the second doctor's opinion is in conflict with the first opinion, and cannot be resolved, you have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either you or ReliaStar Life.
provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

- Accelerated Death Benefit Exclusions ReliaStar Life does not pay benefits for a terminal condition if the required Accelerated Death Benefit premium or Life Insurance premium is due and unpaid.
- 4. Definitions

**Terminal Condition** – an injury or sickness which is expected to result in your death within 24 months and from which there is no reasonable chance of recovery. ReliaStar Life, or a qualified party chosen by ReliaStar Life, will make this determination.

All other provisions of the Accelerated Death Benefit remain unchanged.

- III. Labor Dispute. If you stop active work because of a labor dispute, you may continue your Life Insurance up to the end of the 6 month period following the date you stop active work. Premiums must be paid.
- IV. If your certificate includes a suicide exclusion for the life insurance coverage, it is not applicable to your life insurance coverage.
- V. Any reference in your certificate to spouse includes a state-registered domestic partner.

### **Wisconsin Complaint Notice**

### KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

**PROBLEMS WITH YOUR INSURANCE?** – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

### ReliaStar Life Insurance Company Customer Service P.O. Box 20 Minneapolis, MN 55440-0020 1-800-955-7736

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the OFFICE OF THE COMMISSIONER OF INSURANCE

at its website at <u>http://oci.wi.gov/</u>, or by contacting: Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 608-266-0103. The Summary Plan Description on the following pages is provided to you at the request of the Policyholder. It is not a part of the insurance certificate.

### For a Plan of Insurance Underwritten by ReliaStar Life Insurance Company P.O. Box 20 Minneapolis, Minnesota 55440

### Plan Name, Number and Name and Address of Policyholder:

Employee Benefit Program of the Bank of Montreal/Harris 29316-4GAT BMO Financial Corp. 111 West Monroe Street Chicago, IL 60603

### Name, Address, and Telephone Number of the Plan Administrator:

BMO Financial Corp. Benefits Administration Committee Benefits Planning 111 West Monroe Street, 7W Chicago, IL 60603 1-888-927-7700

#### **Identification Numbers**

IRS Employer Identification Number: 51-0275712 Plan Number: 507

**Agent for Legal Process:** Service of legal process may be made upon a Plan trustee or the Plan Administrator.

Trustees: BNY Mellon One Mellon Center, Suite 1315 Pittsburgh, PA 15258-0001

### Collective Bargaining or Multiple-Employer Agreements under which Plan is Established: None

Type of Administration: Records maintained by Policyholder.

Premium Payments: Basic Life is 100% Employer Paid. Supplemental Life is 100% Employee Paid.

Plan Year: January 1 – December 31

Claim Procedures: Please refer to CLAIM PROCEDURES section(s).

Statement of ERISA Rights: Please refer to STATEMENT OF ERISA RIGHTS section.

Eligibility and Circumstances Limiting Eligibility: As described in the Certificate of Insurance.

Type of Plan: As described in the Certificate of Insurance.

Benefits in Plan: As described in the Certificate of Insurance.

**Amendment or Termination of Plan:** The Policyholder makes no promise to continue these benefits in the future and rights to future benefits will never vest. ReliaStar Life's Group Policy may be amended or terminated as set forth in the Group Policy.

Benefits, Rights, and Obligations after Termination: As described in the Certificate of Insurance.

### CLAIM PROCEDURES FOR LIFE INSURANCE

- 1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
- 2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
- 3. Written notice of denial of a claim will be furnished to the claimant within 90 days after receipt of the claim. An extension of 90 days will be allowed for processing the claim if special circumstances are involved. The claimant will be given notice of any such extension. The notice will state the special circumstances involved and the date a decision is expected.
- 4. The notice of denial will be written in an understandable manner and include the following:
  - a. The specific reason(s) for the denial.
  - b. Specific reference to the provision which forms the basis of the denial.
  - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
  - d. An explanation of the claim review procedure, including the time limits applicable to such procedures and notice of the claimant's right to bring a civil action pursuant to Section 502(a) of ERISA following an adverse decision on appeal.
- 5. The claimant may request an appeal at any time during the 60-day period following receipt of the notice of denial of the claim.
- 6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal, the claimant has the right, upon request and free of charge, to access or obtain copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. ReliaStar Life will provide a full and fair review that takes into account all comments, documents, records and other information submitted by the claimant without regard to whether such information was submitted or considered in the initial benefit determination. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
- 7. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. This decision will be written in an understandable way, state the specific reason(s) for the decision, and make specific reference to the provision(s) on which the decision is based. This decision will be issued as soon as practicable from the date of appeal, but not longer than 60 days unless an extension is needed. An extension of 60 days will be allowed for making this decision if special circumstances are present. The claimant will be given notice if this extension is necessary. If the decision on review is not received within these time limits, the claim may be considered denied. If the claimant receives an adverse benefit determination, the claimant will then have the right to bring a civil action pursuant to Section 502(a) of ERISA.
- 8. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status, to interpret and construe the terms of this policy(ies) of insurance, and to make claim determinations.

### CLAIM PROCEDURES FOR WAIVER OF LIFE INSURANCE PREMIUM DISABILITY BENEFIT

- 1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
- 2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
- 3. Written notice of denial of a claim will be furnished to the claimant within 45 days after receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice of any such extension. The notice will state the standards on which the entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, the additional information needed to resolve those issues, if any, and the date a decision is expected.
- 4. The notice of denial will be written in an understandable manner and include the following:
  - a. The specific reason(s) for the denial.
  - b. Specific reference to the provision, internal rule, guideline or protocol which forms the basis of the denial.
  - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
  - d. A description and a copy of relevant claim review procedures, including the time limits applicable to such procedures and notice of the claimant's right to bring a civil action pursuant to Section 502(a) of ERISA following an adverse decision on appeal.
- 5. The claimant may request an appeal at any time during the 180-day period following receipt of the notice of denial of the claim.
- 6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal, the claimant has the right, upon request and free of charge, to access or obtain copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. ReliaStar Life will provide a full and fair review that takes into account all comments, documents, records and other information was submitted or considered in the initial benefit determination. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
- 7. Prior to rendering an adverse decision on appeal, ReliaStar Life will provide notice to the claimant of any new or additional evidence considered, relied upon, or generated by the plan, insurers or other persons making the benefit determination. ReliaStar Life will also notify the claimant if it has new or additional rationale for an adverse appeal determination. ReliaStar Life will then provide the claimant with a reasonable opportunity to review and respond to this new information before making its decision. The time period ReliaStar Life has to make its determination will be tolled while it is waiting for the claimant's response.
- 8. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. If ReliaStar Life sends an adverse benefit determination following its review of the appeal, the notice of the determination will be written in an understandable manner and include the following:
  - a. The specific reason(s) for the adverse benefit determination.
  - b. Reference to the specific provision on which the determination is based.
  - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim.
  - d. A statement of the claimant's right to bring a civil action and any contractual statute of limitations period, including the specific calendar date on which such limitations period will expire.
  - e. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse benefit determination, then a copy of any such rule, guideline, protocol or other criterion will be provided free of charge.
  - f. The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

This decision will be issued as soon as practicable from the date of appeal, but not longer than 45 days unless an extension is needed. An extension of 45 days will be allowed for making the decision for

matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice if this extension is necessary, stating the reason for the extension, the date a decision is expected, and the additional information needed from the claimant, if any. If the decision on review is not received within these time limits, the claim may be considered denied. If the claimant receives an adverse benefit determination, the claimant will then have the right to bring a civil action pursuant to Section 502(a) of ERISA.

9. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status, to interpret and construe the terms of this policy(ies) of insurance, and to make claim determinations.

### STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Office of Participant Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ReliaStar Life Insurance Company