# YOUR GROUP LIFE INSURANCE PLAN

For Employees of **BMO Financial Corp.** 

6CC000 B-6232 3-17

## CONTENTS

CERTIFICATION PAGE	1
SCHEDULE OF BENEFITS  Basic Life Insurance  Supplemental Life Insurance  Dependent Life Insurance  Proof of Good Health	2
EMPLOYEE'S INSURANCE	5
DEPENDENT'S INSURANCE	7
LIFE INSURANCE  Waiver of Life Insurance Premium Disability Benefit  Accelerated Death Benefit  Dependent's Life Insurance	9
CONVERSION RIGHTS	14
CLAIM PROCEDURES	16
GENERAL PROVISIONS	17
DEFINITIONS	
R-6232	(03-17)

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.

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## SCHEDULE OF BENEFITS

#### **Basic Life Insurance**

Class

**Amount of Life Insurance** 

\$50,000

All Eligible Employees of M&I Corporation

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All Other Eligible Employees

One times your Basic Yearly Earnings to a maximum of \$50,000, with a minimum of \$10,000.

## **Supplemental Life Insurance**

**Class** 

Amount of Life Insurance\*

All Eligible Employees

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

Employees approved for portability

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:**

The yearly salary or wage you receive for work done for the Employer. It does not include bonuses, commissions, shift Differential, variable or overtime pay.

- For Commissioned Employees, your Benefits Base Rate (BBR) calculation. This is the greater of your base pay/draw plus average of two previous calendar years' commissions (incentive pay is excluded unless otherwise noted) or the midpoint of your salary range.
- BBR for commission employee with less than two (2) calendar years in your role:

  Until a commission-based employee has two (2) full calendar years in an eligible commission role,
  BBR is determined as follows:

Date of entry to end of calendar year: Greater of:

- Base Pay/Draw or
- Midpoint of your salary range

Year 2 January: Greater of:

- Base Pay/Draw + Annualized commissions from previous year, or
- Midpoint of your salary range

Year 3 January: Greater of:

- Base Pay/Draw + Actual commissions from previous year, or
- Midpoint of your salary range

To determine benefits, your amount of insurance is rounded to the nearest \$1,000 multiple unless the amount equals a multiple of \$1,000.

## **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 Amount of Insurance

- Spouse or Domestic Partner\*\*
- · Child (each)
- Over 14 days but less than 12 months of age
- 12 months but less than 26 years of age

#### Class

- Spouse or Domestic Partner approved for portability
- Child approved for portability

Your choice of: \$12,000, \$24,000 or \$36,000.\*

\$500

Your choice of: \$3,000, \$6,000 or \$9,000

#### **Amount of Insurance**

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**

**Limit without Proof** 

Initial eligibility...

\$50,000

 Increases due to salary that when combined with existing coverage do not exceed \$50,000... Amount of the increase

#### **Employee-Supplemental Life Insurance**

**Limit without Proof** 

Initial eligibility...

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

 Increases due to salary that when combined with existing coverage do not exceed \$1,000,000... Amount of the increase

## **SCHEDULE OF BENEFITS**

 All applications for new coverage more than 31 days after the date you become eligible for insurance... None. Proof of good health is required.

 All applications for an increase to existing supplemental coverage... None. Proof of good health is required.

## **Dependent Life Insurance**

#### **Limit without Proof**

· Initial eligibility for dependent coverage...

Spouse or Domestic Partner - \$36,000, Child(ren) - \$9,000

 Application at annual enrollment for an increase to existing dependent coverage by more than one benefit level... Spouse or Domestic Partner - None. Proof of good health is required., Child(ren) - Amount of Increase

All other applications for new dependent coverage more than 31 days after the date you become eligible for dependent's insurance...

Spouse: None. Proof of good health is required., Child(ren) - \$9,000

 All other applications for an increase to existing dependent coverage... Spouse or Domestic Partner - None. Proof of good health is required., Child - Amount of Increase

## **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.

#### 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.

## **EMPLOYEE'S INSURANCE**

#### **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.

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 ELI-GIBLE 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.
- The last day of the month during which your insured dependent is no longer an eligible dependent as defined.

## **DEPENDENT'S INSURANCE**

· 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 over 14 days 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.
- · Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- · Strike.

Policyholder - BMO Financial Corp.

## **DEFINITIONS**

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.