

Certificate of Insurance

GROUP TERM LIFE INSURANCE

County of Flathead School District #5
Kalispell, Montana
Non-Administrative Retirees

Administered By:



GROUP TERM LIFE INSURANCE CERTIFICATE OF INSURANCE

PLEASE READ THIS CERTIFICATE CAREFULLY.

This Certificate of Insurance (hereinafter referred to as “Certificate”) is evidence of insurance provided under the Group Policy issued to, and held by, the Group Policyholder (as shown in the “Schedule Page”). This Certificate describes the essential features of the insurance. We will pay benefits according to the terms of this Certificate.

The Group Policy is the agreement between the Group Policyholder and Us. The Group Policy may be amended at any time without notice to You. Any amendment will not affect a claim starting before the amendment takes effect. You may inspect the Group Policy at any time during business hours at the office of the Group Policyholder.

Executed by Madison National Life Insurance Company, Inc.



Marita Zuraitis
President



Donald M. Carley
Corporate Secretary

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, may be guilty of a crime and subject to fines, confinement in prison and/or denial of insurance benefits.

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Schedule of Benefits ("Schedule Page")

Administrative

Group Policyholder: County of Flathead School District #5

Group Number: 5200

Group Effective Date: July 1, 2022

Eligible Class(es): 04 Non-Administrative Retirees

Minimum Hourly Work Requirement: None

Waiting Period for insurance: None

Enrollment Period (Open): N/A

BASIC LIFE INSURANCE

Premium Contribution

Group Policyholder: 100%

Retiree 0%

Benefit Amount

Life Benefit Amount

Retiree: \$10,000 - Guarantee Issue: \$10,000

Age Reduction Schedule of the Benefit Amount

Retiree: Benefits do not reduce or terminate

Accelerated Death Benefit Amount

This Benefit will be an amount equal to 75% of Your Basic Life Insurance plus any other Life Insurance, if any, as shown in the Certificate "Schedule Page", in effect on the date Your election is made, subject to a minimum of \$7,500 and a maximum of \$500,000.

Definitions

Active Work and **Actively at Work** mean working at the Group's usual place of business and satisfying the Minimum Hourly Work Requirement. Actively at Work includes regularly scheduled days off, holidays, or vacation days, so long as You are capable of sustained Active Work on those days.

Annual Salary: Your current salary or wage from the Group for the previous twelve months (or less if You have been with the Group for less than twelve months). Annual Salary does not include overtime pay or any other extra compensation as determined by the Group.

Contributory means You pay all or a portion of Your insurance premium.

Eligible Class means a classification defined by the Group and shown in the "Schedule Page." You must be an Eligible Person of an Eligible Class to be eligible for this insurance.

Eligible Dependent (also referred to as "**Dependent**") means Your "Spouse" or "Child" (defined below) who is not in a Period of Limited Activity on their effective date of insurance or on any Increase of Insurance dates. Dependent does not include a person who is a full-time member of the armed forces of any country. No person may be considered a Dependent of more than one Insured Person. No person can be insured under the Policy as an Insured and as a Dependent. *Period of Limited Activity means any period of time a Dependent is confined in a hospital or nursing facility or if not confined, unable to carry on the regular and usual activities of a healthy person of the same age and gender.*

- **Spouse** means a person to whom the Insured is legally married to and from whom the Insured is not legally separated. "Spouse" includes state recognized domestic partners.
- **Child** (Children) means Your unmarried "Child" until the Limiting Age shown in the "Schedule Page." "Child" includes a stepchild or legal ward, a Child legally placed in the home for adoption and/or a legally adopted Child. Except where otherwise specified, a Child of a Domestic Partner will be the equivalent of a Child of a Spouse under this Certificate.

Disabled Child means Your unmarried adult "Child" who is, on and after the date on which insurance would end because of the Child's age, continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon You for support and maintenance or institutionalized because of mental or physical handicap. You must provide proof of Your Disabled Child's status within 31 days after the date insurance would otherwise end because of the Child's age. Thereafter, We may require further proof of Your Disabled Child's status, but not more often than annually. Costs associated with such proof will be Your responsibility.

Eligible Person means an individual in an Eligible Class, as determined by the Group, who is Actively at Work, and who is reported on the Group's records for Social Security and tax withholding purposes.

Evidence of Insurability means an Eligible Person or Eligible Dependent must submit proof of good health in order to be approved for this insurance.

Group Effective Date means the date (shown in the "Schedule Page") the Group Policy, with respect to the Group, became effective.

Group Policy means the Group Term Life Insurance Policy We issued to the Group.

Group and **Group Policyholder** mean the "Group Policyholder" named in the "Schedule Page".

Guarantee Issue means the amount of insurance (shown in the "Schedule Page") provided to You that is not subject to Evidence of Insurability.

Insured means an Eligible Person who was issued this Certificate.

Insured Person means the Insured and any Dependents (if any) whose insurance is in effect under this Certificate.

Limiting Age means the Child age(s) shown in the “Schedule Page”.

Minimum Hourly Work Requirement means the work hours, over a given time period, required of You by the Group to be eligible for insurance. Your Minimum Hourly Work Requirement is shown in the “Schedule Page”.

Noncontributory means the Group pays the entire premium for insurance.

Prior Plan means the Group’s group term life insurance in effect on the day immediately preceding the Group Effective Date under the Group Policy.

Waiting Period means the period of time (as shown in the “Schedule Page”). You must be an Eligible Person (and Actively at Work) before Your insurance is effective, unless You were insured under the Prior Plan.

We, Us and Our means Madison National Life Insurance Company, Inc.

You and Your means the Insured.

Eligibility and Effective Dates

Your Eligibility for Life Insurance

Your eligibility date is the: First day of the month following Your Waiting Period

To be eligible, You must be an Eligible Person, as determined by the Group, and satisfy the following requirements:

1. be a citizen or legal resident of the United States of America or one of its territories or Canada.
2. be Actively at Work and capable of sustained Active Work on the effective date of Your insurance.
3. satisfy Your Waiting Period, if any.
4. You cannot be an Eligible Person of more than one Eligible Class.
5. You cannot be a temporary, seasonal or leased employee; a full-time member of the armed forces of any country; or independent contractor.

Dependent Eligibility for Life Insurance

You must apply for Dependent insurance and Your Dependent must meet the definition of “Dependent”. Once the first Child becomes insured, each new Child thereafter becomes insured immediately.

Evidence of Insurability

When Evidence of Insurability is required, the Insured Person must provide this evidence and be approved for insurance by Us.

An Insured Person must: (i) complete and sign Our Evidence of Insurability application and return the original to Us (no later than 60 days from the date signed); (ii) authorize Us to obtain information about his or her health; (iii) undergo a physical examination and diagnostic testing, if required by Us; and (iv) provide any additional information, We may reasonably require about an Insured Person's insurability.

Effective Dates

If You are incapable of sustained Active Work due to an injury or sickness on the day before Your scheduled effective date, insurance will not become effective until the day after You are capable of sustained Active Work and complete one day of Active Work as an Eligible Person.

Initial Enrollment

Noncontributory insurance that is not subject to Evidence of Insurability is effective on the first day of the month following Your Waiting Period.

Noncontributory insurance that is subject to Evidence of Insurability and has been approved by Us, is effective on the first day of the month following Your Waiting Period. However, if You initially waive participation and then later wish to participate, You will be subject to Evidence of Insurability.

Contributory insurance subject to Evidence of Insurability is effective on the first day of the month following Your Waiting Period.

Contributory insurance is not subject to Evidence of Insurability if You apply prior to or within 31 days of becoming an Eligible Person. Insurance is effective on the date after You complete Your Waiting Period.

If You do not apply prior to or within 31 days of becoming an Eligible Person, and subsequently wish to obtain insurance, You will be a Late Enrollee subject to Evidence of Insurability.

When You are required to provide Evidence of Insurability, You are responsible for all costs associated with providing it. In each case where Evidence of Insurability is required, We base Our decision whether to approve insurance on the information provided during the underwriting process. If We learn the information relied on to approve insurance was incorrect, or relevant information was omitted, We may retroactively rescind insurance and deny claims, subject to the "Incontestability" provision.

You must be Actively at Work and capable of sustained Active Work on the effective date of an Increase in Insurance.

Where Evidence of Insurability is not required, an Increase in Insurance is effective on the first day of the month immediately following the month You are eligible for such insurance, except if You are eligible on the first day of a month, insurance is effective on that day.

Decreases in Insurance

Decreases in Insurance are effective on the date of the change for a Decrease in Insurance based on a change in Your classification, earnings, age or Your Dependent's age; or any other Decreases in Insurance.

Exclusions

Within the first two years of insurance, no benefit is payable if the death is caused or contributed to by suicide. We are liable for returning the premium, with appropriate interest, to the Beneficiary.

When Insurance Ends

Insured Person

Except as otherwise provided for under this Certificate, insurance will cease on the earliest of the following to occur:

1. the end of the month following the date You cease to be an Eligible Person;
2. the date the Group Policy terminates;
3. the date Your required premium payment is not paid;
4. Your **Retirement Date** (this means the earlier of the date You: (i) retire as defined by the Group; (ii) become eligible to receive retirement benefits under any pension plan where the Group contributes; or (iii) become eligible to receive retirement benefits under any state or federal retirement plan or under social security law);
5. or for Dependent insurance, the date a Dependent is no longer eligible for Dependent insurance.

Termination or Amendment of the Group Policy or Certificate

The Group Policy may be terminated, changed or amended by Us or the Group according to the terms of the Group Policy. Any change or amendment may apply to Insureds or to any separate classes or categories thereof. We may change the Group Policy when any change or clarification in law or governmental regulation affects Our obligations under the Group Policy, or with the Group's consent.

We may terminate a Group's insurance on any premium due date by giving the Group not less than 60 days advanced notice. A Group may terminate insurance under the Group Policy in whole and may terminate insurance for any class or group of Insureds, at any time by giving Us advanced written notice at least 60 days prior to termination. Insurance will terminate automatically for nonpayment of premium, subject to the Group Policy's Grace Period and reinstatement provisions.

- If the Group premium is not paid on or before its premium due date, it may be paid during the Grace Period. The insurance will remain in force during the Grace Period.
- **Grace Period means** the 31 days following the Premium Due Date.
- If the premium is not paid during the Grace Period, insurance under the Group Policy will terminate automatically at the end of the Grace Period.
- The Group is liable for the payment of a pro rata premium, if applicable, during the Grace Period.

Insurance Conversion Provision

If Your Group Term Life insurance ends, the Group will provide You notice of the existence of the right to convert insurance at least 15 days prior to the termination date. If no notice is received, You will receive an additional 15 days, but an additional period may not extend beyond 60 days after the termination date. Written notice presented to You or mailed by the Group to Your last-known address or mailed by Us to Your last-known address (as furnished by the Group) constitutes notice of conversion.

If Your Group Term Life insurance under the Group Policy ends, You may apply for an individual life insurance policy without submitting Evidence of Insurability. You must complete an application, pay the first premium, and send both to Us within the 31-day period immediately following the date insurance ends (this is the "Conversion Period"). The individual policy will become effective on the first day following the date insurance ends. You may convert all or part of the amount of Your life insurance benefit, as shown in the "Schedule Page".

Termination of Eligibility: If insurance ends because the Insured Person is no longer an Eligible Person or Eligible Dependent, he or she is can elect, without Evidence of Insurability, an individual policy if application and premium is made within 31 dates of the termination date. We offer a benefit of at least equal to the benefit under this Certificate.

Termination of the Group Policy or Certificate: If You have been insured under the Group Policy for at least three years and are no longer eligible due to cancellation of the Group Policy, or cancellation of Your class of Eligible Persons, You may convert the lesser of \$10,000 or all or part of the amount You are no longer eligible for under the Group Policy less the amount of any life insurance You are or become eligible under any group policy issued or reinstated by Us or another insurer within 31 days after the termination.

Premiums for the individual policy will be based on: (i) the usual rate for the amount and type of individual policy; (ii) the Eligible Person's class of risk; and (iii) Your attained age. If You die during the Conversion Period, before an individual policy becomes effective, the maximum amount of life insurance You would have been entitled to under the individual policy will be payable as a claim under the Group Policy, whether or not the application for the individual policy or the payment of the first premium was made. The rights or benefits granted herein are in lieu of any other rights or benefits under the Group Policy.

General Provisions

Assignment

An Insured Person may not assign any of his or her rights, privileges or benefits under this Certificate, unless approved by Us.

Beneficiary for the Insured

The Beneficiary is as stated in the Enrollment Form, if stated, unless changed as provided below. Death benefits will be paid to the primary Beneficiary when You die. In the event the primary Beneficiary does not survive You, other than as stated below, any named contingent Beneficiary will receive the death benefits. If the Beneficiary is not a natural person, the Beneficiary must still exist at the time of the Your death.

Death of Beneficiary: If a Beneficiary dies while there are any unpaid benefits, the remaining benefits are paid to the Beneficiary's executors or administrators, unless the written election of the option states differently. If a Beneficiary dies on the same day You die, or within 120 hours from Your time of death, benefits are paid as if that Beneficiary had died before You, unless Proof of Loss, with respect to Your death, is delivered to Us before the date of the Beneficiary's death and unless You have directed otherwise. In the event there is no surviving or designated Beneficiary, benefits will be paid to Your estate.

Minor Beneficiary: If a Beneficiary is a minor or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian. The guardian must provide Us with adequate written proof of such appointment. This does not prevent Us from making payment to or for the benefit of a minor Beneficiary in accordance with the applicable state law. Any payment made in good faith will fully release Us to the limit of the payment.

Change of Beneficiary: While You are living, You may change the Beneficiary, unless the Beneficiary is irrevocable. If the Beneficiary is irrevocable, You must obtain the Beneficiary's written consent to change the Beneficiary. A written request, dated and signed by You, must be filed with Us. The effective date of change will be the date the request was signed, unless otherwise specified by You.

Beneficiary for Dependents

- In the event of a Spouse's death Benefits are paid to the Spouse's designated Beneficiary. If there is no designated Beneficiary, Benefit are payable to Spouse's intestate estate.
- In the event of a Child's death Benefits are paid to You (or Your estate in the event of Your death).

Claims Provisions

Notice of Claim

To file a claim for benefits under this Certificate, the claimant must provide Us with Proof of Loss. Notice given by the claimant, to Us with information sufficient to identify You, is deemed notice to Us.

Claims Forms

To file a claim for benefits under this Certificate, the claimant must provide Us with Proof of Loss in a timely manner. Proof of Loss may also be submitted through our website as shown on this Certificate's cover page.

Proof of Loss

"Proof of Loss" means satisfactory written proof to determine if a loss occurred for benefits, not subject to any exclusion, and meets all other conditions for benefits. Proof of Loss includes any other information We reasonably require in support of a claim for benefits under the Group Policy. Proof of Loss must be provided in writing to Us, at the claimant's expense

Physical Examination and Autopsy

We may, at Our Own expense, examine the Insured Person when a claim is made and as so often as We reasonably require during the pendency of the claim or when a claim is being reviewed, and to request an autopsy in case of death, where it is not prohibited by law.

Payment of Claims

We will pay benefits to the Beneficiary within 30 days after We receive Proof of Loss. The Benefit Amount will be paid in a single sum or by any other method agreeable to Us and the Beneficiary. In the event there is not a designated Beneficiary, with regard to all or some of the benefits, then those benefits must be considered a part of the intestate estate. If settlement is made after 30 days interest will be included from the 30th day until settlement. Interest will be paid at the monthly average discount rate on 90 day AA asset-backed commercial paper in effect at the federal reserve bank in the ninth federal reserve district at the time of proof of death or at the rate stated in the policy, whichever is greater. Payment of the Benefit Amount will fully discharge Our payment obligation.

Facility of Payment

We may pay part of the Benefit Amount, up to \$500, to any person appearing to Us to be equitably entitled to the amount by having incurred funeral or other expenses incident to the last illness or death of the Insured Person. Any benefit payment made before Our home office received written notice of a valid claim by some other person releases Us from further obligation.

Review Procedure

If all or part of a claim is denied, the claimant may request a review of this decision, in writing within 60 days after receiving notice of the denial. The Group Policy does not provide voluntary alternative dispute resolution options.

The claimant may send Us written comments, documents, records or other items to support the claim. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim. The claimant may review and receive copies of all documents, records or other information relevant to the claim. There will be no charge for such copies.

We will review the claim promptly after We receive the request. Within 45 days after We receive the request for review We will send the claimant a written decision on the request or a notice that We are extending the review period for 45 days due to special circumstances. If the extension is due to the claimant not giving Us the information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If We extend the review period, We will notify the claimant of the reasons for the extension, when We expect a decision on the request, and any additional information We require to decide the claim. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may conclude Our review of the claim based on the information We have received.

If We deny any part of the claim on review, the claimant will receive a written notice of denial containing: (i) the specific reasons for Our decision; (ii) references to the specific provisions of the Group Policy on which Our

decision is based; (iii) information concerning the claimant's right to receive, free of charge, copies of all documents; and (iv) records and other information relevant to the claim.

Clerical Error

Clerical error by Us, the Group, or their respective representatives will not: (i) cause a person to become insured under the Group Policy or a provision of it, (ii) invalidate insurance otherwise validly in force, (iii) continue insurance otherwise validly terminated, or (iv) cause a Group to obtain insurance under the Group Policy or a provision of it. If a clerical error results in an incorrect premium rate, We may adjust the premium rate accordingly. The payment of premium, by itself, does not obligate Us to provide benefits to anyone who is not eligible for insurance under the Group Policy.

The Group acts on its own behalf as Your agent and not as Our agent. The Group has no authority to alter, expand or extend Our liability or to waive, modify or compromise any defense or right We may have under the Group Policy.

Conformity with Montana Statutes.

This Certificate conforms to the minimum requirements of Montana law and control over any conflicting statutes of any state the Insured Person resides on or after their effective date.

Entire Contract, Changes

The Entire Contract consists of the Group Policy, Certificates of Insurance, optional Benefit endorsements, Group Application, Enrollment Form and an Evidence of Insurability (if any). No change in Group Policy shall be valid until approved by one of our executive officers and unless such approval is endorsed hereon or attached hereto. No agent has authority to change the Group Policy or waive any of its provisions. Our failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

Incontestability

The validity of this Policy may not be contested after it has been in force for 2 years from its date of issue, except for nonpayment of premium. Any statement made by any person insured under the policy relating to the person's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of 2 years during the person's lifetime or unless it is contained in a written instrument signed by the person.

A copy of Your Enrollment Form, if any, was attached to this Certificate at time of issue. All statements made by the Group or by an Insured Person are considered representations and not warranties. A statement made by an Insured Person may not be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the Insured Person or to the Beneficiary.

Legal Actions

No legal action may be brought to recover on this Certificate until at least 60 days after written Proof of Loss has been given as required. No legal action may be brought after 3 years from the time written Proof of Loss was required to be given.

Misstatement

If premiums for an Insured Person is based on age and the Insured Person's age has been misstated, there will be a fair adjustment of premiums based on his or her true age. If the benefits for the Insured Person are based on age and the Insured Person's age has been misstated, there will be an adjustment of said benefit based on the Insured Person's true age. We may require satisfactory proof of age before paying any claim.

Subject to the "Incontestability" provision, if an Insured Person's tobacco use has been misstated, We will make an equitable adjustment of premiums or benefits, or both. The adjustment will be the amount of insurance based on the correct tobacco use and the difference between the premiums paid or would have been paid if the tobacco use had been correctly stated.

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601

ACCELERATED DEATH BENEFIT ENDORSEMENT

This is an **Insured's** Accelerated Death Benefit Endorsement (hereafter referred to as "Endorsement"). **This Endorsement provides for an Accelerated Death Benefit (also referred to as "Benefit") under the Group Term Life Certificate of Insurance** (hereafter referred to as "Certificate").

This Endorsement, including the Certificate and any other attached papers, constitutes the Entire Contract of insurance. No change in this Endorsement shall be valid until approved by one of Our executive officers. No agent has authority to change this Endorsement or waive any of its provisions.

Provisions under this Endorsement are subject to all definitions, terms and conditions, limitations and exclusions of the Entire Contract, unless otherwise stated herein. Please refer to the Certificate.

Disclosures

Tax Consequences: Receipt of an Accelerated Death Benefit may be taxable. Assistance should be sought from a personal tax advisor. You are responsible for any tax consequences related to this Accelerated Death Benefit.

Receipt of this Benefit payment may adversely affect Your eligibility for Medicaid or other federal or state government benefits or entitlement.

Benefit

Physician means a licensed medical professional, under the laws of a state of the United States of America, acting within the scope of such license.

Terminally Ill and **Terminal Illness** mean a medical condition that is expected to result in Your death within 12 months.

The amount payable, as shown in the Certificate's "Schedule Page", will be equal to this Benefit.

Benefit Payment

No payment will be made under this election unless and until We receive and approve all of the following:

1. Your signed and notarized election of this option on a form furnished by Us;
2. signed and witnessed written statements of all irrevocable Beneficiaries and assignees (and Spouse in marital property states) consenting to Your election of this option; and
3. satisfactory written proof from a Physician that You have been diagnosed as being Terminally Ill and that You are of sound mind and under no constraint or undue influence.

Payment will be made in one lump sum to You or to the payee You appropriately assign. Payment of this Benefit will reduce correspondingly the amount of Your Basic Life Insurance under the Certificate. This will result in reduced life insurance proceeds payable to Your beneficiary at Your death. Furthermore, any amount of insurance or other benefit that would otherwise be continued will be reduced proportionately, as will the maximum benefit available under the Certificate's "Insurance Conversion Provision".

Your election together with Our payment of this Benefit constitute a valid and effective Beneficiary designation change, but only with respect to the specified life insurance benefits, and only to the extent affected by this Benefit payment.

Payment of this Benefit will not affect the amount of, or change an existing Beneficiary designation for, the Accidental Death and Dismemberment Benefit, if any, in effect and kept in force under the Certificate. Payment will be exempt from the claims of creditors and from legal process to the extent permitted by law.

Benefit Provisions

We may require a second opinion and examination of Your condition at Our own expense by a Physician of Our choice.

This Benefit will not be available if:

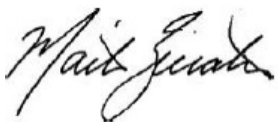
1. You have any portion of any Life Insurance or ownership rights thereof absolutely or irrevocably assigned or transferred;
2. You have made an irrevocable Beneficiary designation;
3. the insurance proceeds are subject to a court order under a divorce decree, separate maintenance agreement or property settlement agreement; or
4. You have filed for bankruptcy, unless You give Us written approval from the bankruptcy court for payment of this Benefit.

The Certificate Exclusions will apply to this Benefit. This includes a Terminal Illness resulting from an attempted suicide.

Premium payments must continue to be paid for Your Life Insurance unless You qualify to have Your life insurance premium waived. The premium payment due will not be affected by payment of this Benefit.

All other provisions of the Group Policy, including the effective date provisions of any benefit increases and the provisions on benefit reductions because of amendments to the Group Policy, benefit classification changes or Your attained age, remain valid and in effect. Any such life insurance benefit reduction will be calculated based on Your Life Insurance amount(s) in effect immediately before payment of this Benefit.

Executed by Madison National Life Insurance Company, Inc.



Marita Zuraitis
President

NOTICE

This notice describes identities of and relationships among the Insurer, Administrator, and Policyowner of this insurance.

Insurer: Madison National Life Insurance Company, Inc. (MNL) is the insurance underwriter of this insurance.

Third Party Administrator: AP / National Insurance Services (NIS) is the administrator for this group insurance. NIS provides administrative services for insurance issued to group, including, but not limited to, underwriting, premium billing, premium collection, client services, and policy and certificate issuance.

There is no ownership affiliation between MNL and NIS.

Policyowner: The Policyowner of your policy/certificate of insurance is County of Flathead School District #5.