# YOUR BENEFIT PLAN

# The School Board of Miami-Dade County, Florida

All Full-Time Employees

Class 3 Retired Employees Who Retired On or After January 1, 1997 and Were Previously Enrolled In The Voluntary Life Program, and All Employees Who Retired Prior To January 1, 1997 Who Elected To Increase Their Life Insurance Benefits Effective January 1, 1998, Excluding Those Retirees In Classes 4 and 5

Class 4 Retired Employees Who Retired Prior To January 1, 1997 and Were Previously Enrolled In The Voluntary Life Program, Excluding Those Retirees In Classes 3 and 5

Class 5 Retired Employees Who Accepted The Employer Provided Retiree Incentive Option, Excluding Those Retirees In Classes 3 and 4

Supplemental Life Insurance

**Dependent Life Insurance** 

**Dependent Accidental Death and Dismemberment Insurance** 

**Voluntary Accidental Death and Dismemberment Insurance** 

**Certificate Date: January 1, 2020** 



# TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

The School Board of Miami-Dade County, Florida



Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

#### **CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.** 

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: The School Board of Miami-Dade County, Florida

**Group Policy Number:** 6024400-G

**Type of Insurance:** Term Life & Accidental Death and Dismemberment Insurance

MetLife Toll Free Number(s):

FOR LIFE CLAIMS: 1-800-638-6420

PLEASE AFFIX THE STICKER SHOWING THE EMPLOYEE'S NAME AND EFFECTIVE DATE IN THIS SPACE.

THIS CERTIFICATE ONLY DESCRIBES TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

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

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

#### **IMPORTANT NOTICE**

#### **AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener información o para presentar una queja:

You may call MetLife's toll free telephone number for information or to make a complaint at:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-800-638-6420

1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## DISPUTAS POR PRIMAS DE SEGUROS O

**RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

#### ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

#### **ADJUNTE ESTE AVISO A SU CERTIFICADO:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# NOTICE FOR RESIDENTS OF LOUISIANA, MONTANA, NEW MEXICO, TEXAS AND UTAH

# The Definition Of Child Is Modified For The Coverages Listed Below:

#### For Louisiana Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 26, regardless of the child's or grandchild's marital status, student status or full-time employment status. Your natural child, adopted child, stepchild or grandchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. In addition, marital status will not prevent or cease the continuation of insurance for a mentally or physically handicapped child or grandchild past the age limit.

#### For Montana Residents (Accidental Death and Dismemberment Insurance):

The term also includes newborn infants of any person insured under this certificate. The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance.

#### For New Mexico Residents (Accidental Death and Dismemberment Insurance):

The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied accidental death and dismemberment insurance coverage under this certificate because:

- that child was born out of wedlock:
- that child is not claimed as Your dependent on Your federal income tax return; or
- that child does not reside with You.

#### For Texas Residents (Life Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

#### For Texas Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

#### For Utah Residents (Dependent Life or Voluntary Accidental Death and Dismemberment Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. The term includes an unmarried child who is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law and who has been continuously covered under an Accidental Death and Dismemberment plan since reaching age 26, with no break in coverage of more than 63 days, and who otherwise qualifies as a Child except for the age limit. Proof of such handicap must be sent to Us within 31 days after:

- the date the Child attains the limiting age in order to continue coverage; or
- You enroll a Child to be covered under this provision;

and at reasonable intervals after such date, but no more often than annually after the two-year period immediately following the date the Child qualifies for coverage under this provision. The Additional

# NOTICE FOR RESIDENTS OF LOUISIANA, MONTANA, NEW MEXICO, TEXAS AND UTAH (continued)

Requirement will not apply to a mentally or physically handicapped Child who has been continuously handicapped since a date before the Child reached the limiting age under this certificate and for whom satisfactory Proof of such handicap was been provided.

# NOTICE FOR RESIDENTS OF WASHINGTON

# LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The Life Insurance accelerated benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

#### NOTICE FOR RESIDENTS OF ALL STATES

# LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

**DISCLOSURE**: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit 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 an accelerated benefit excludable from income under federal law.

**DISCLOSURE:** Receipt of an accelerated benefit may affect Your, Your Spouse's 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 payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

#### **NOTICE FOR RESIDENTS OF ARKANSAS**

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

#### NOTICE FOR RESIDENTS OF CALIFORNIA

**IMPORTANT NOTICE** 

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

METROPOLITAN LIFE INSURANCE COMPANY ATTN: CONSUMER RELATIONS DEPARTMENT 500 SCHOOLHOUSE ROAD JOHNSTOWN, PA 15904

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

DEPARTMENT OF INSURANCE CONSUMER SERVICES 300 SOUTH SPRING STREET LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California) 1-213-897-8921 (outside California)

# NOTICE FOR RESIDENTS OF GEORGIA

# **IMPORTANT NOTICE**

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

#### NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3<sup>rd</sup> Floor
PO Box 83720
Boise, Idaho 83720-0043

1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

# **NOTICE FOR RESIDENTS OF ILLINOIS**

#### **IMPORTANT NOTICE**

To make a complaint to MetLife, You may write to:

MetLife 200 Park Avenue New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance Public Services Division Springfield, Illinois 62767

#### NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

# Metropolitan Life Insurance Company 1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance Consumer Services Division 311 West Washington Street, Suite 300 Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

#### NOTICE FOR MASSACHUSETTS RESIDENTS

#### CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

- 1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
- 2. If Your AD&D Insurance ends because:
  - · You cease to be in an Eligible Class; or
  - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your AD&D Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

**Plant Closing** and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

# **NOTICE FOR RESIDENTS OF MINNESOTA**

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

# NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF DEPENDENT LIFE INSURANCE WITH PREMIUM PAYMENT

If Your Life Insurance ends due to termination of Your employment for any reason other than gross misconduct, You may continue such insurance for Your Dependents.

If You are eligible for continuation of Life insurance, Your employer will notify You of:

- Your right to elect to continue Life Insurance for Your Dependents;
- the amount You must pay each month to Your employer to keep such insurance in force;
- instructions for payment; and
- the time that payments are due.

The amount of the premium You will be required to pay for continuation of Life Insurance will not exceed 102 percent of the amount of premium required to be paid for active employees in Your class for such insurance (this includes any premium amounts paid by the employer as well as the employee).

You will have 60 days within which to elect to continue Life Insurance under this section. The 60 day period begins to run on the date Life Insurance would otherwise end or on the date upon which notice of the right to continue Life Insurance is received, whichever is later. If Your Dependents die during the 60 day election period, we will consider You to have elected to continue Life Insurance under this section.

If Your employer fails to notify You of Your right to continue insurance under this section, or fails to forward a required premium to Us that You have paid, causing insurance for Your Dependents to end, then Your employer will become liable for these benefits to the same extent as, and in place of, us.

If You continue Life Insurance under this section, any reductions in Life Insurance that would have applied if You were Actively at Work apply to the continued insurance.

Continuation of Life Insurance under this section will end on the earliest of:

- the date the group policy ends for all employees or for the class of employees to which you belonged when Your Active Work ceased;
- the date you fail to make a required premium payment when due;
- the date you become covered for life insurance under this or any other group term life insurance plan;
- with respect to Your Spouse or Domestic Partner, the date Your marriage ends in divorce or annulment;
- with respect to a Child, the date the Child no longer qualifies as a Child for purposes of Life Insurance;
- with respect to Your Dependents, the date Your Dependents reach any applicable age limits; or
- the end of 18 months following the date Your Active Work ended.

When a continuation under this section ends, Your Dependents may buy an individual policy of life insurance from Us. The details of this option are described in the section LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of that section, the end of this continuation will be considered the end of your employment.

#### **Effect of Previous Conversion**

If Your Dependents converted Life Insurance to an individual policy, We will only pay Life Insurance under this section if such individual policy is returned to Us. If it is returned to Us, We will refund to You, Your estate and Your Dependents estate, as applicable, the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

# NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF DEPENDENT LIFE INSURANCE WITH PREMIUM PAYMENT (continued)

We will not pay insurance under both the Group Policy and the individual policy.

#### NOTICE FOR RESIDENTS OF MISSOURI

#### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### **EXCLUSIONS**

If You reside in Missouri the exclusion for "suicide or attempted suicide" is as follows:

"suicide or attempted suicide while sane"

#### LIFE INSURANCE

#### **GENERAL PROVISIONS**

If You reside in Missouri the suicide provision is as follows:

#### Suicide

If You commit suicide within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

If a Dependent commits suicide within 1 year from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If a Dependent commits suicide within 1 year from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

#### NOTICE FOR RESIDENTS OF NEW MEXICO

If a Child is insured for Accidental Death and Dismemberment Insurance under this certificate and You are not the custodial parent, notify Us that such is the case and provide Us with the name and address of the custodial parent. After receipt of such notice We will:

- (1) provide such information to the custodial parent as may be necessary for the Child to obtain benefits through that insurance;
- (2) permit the custodial parent or the provider, with the custodial parent's approval, to submit claims for covered services without the approval of the non-custodial parent; and
- (3) make payments on claims submitted in accordance with Paragraph (2) of this subsection directly to the custodial parent, the provider or the state Medicaid agency.

If You are required by a court or administrative order to provide Accidental Death and Dismemberment Insurance for a Child, and You are eligible to provide such insurance for that child, We will:

- (1) permit You to enroll a Child who is otherwise eligible for such insurance without regard to any enrollment season restrictions;
- (2) if You are enrolled but fail to make application to obtain insurance for such Child, We will enroll the Child for insurance upon application of the Child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program; and
- (3) We will not disenroll or eliminate insurance for such Child unless the insurer is provided satisfactory written evidence that:
  - (a) the court or administrative order is no longer in effect; or
  - (b) the Child is or will be enrolled in comparable health insurance through another insurer that will take effect not later than the effective date of disenrollment.

We will not impose requirements on a state agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program and insured for Accidental Death and Dismemberment Insurance with Us that are different from requirements applicable to an agent or assignee of any other individual so insured.

#### NOTICE FOR RESIDENTS OF NORTH DAKOTA

#### **GENERAL PROVISIONS**

If You reside in North Dakota the suicide provision is as follows:

#### Suicide

**If You commit suicide** within 1 year from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide within 1 year from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

**If a Dependent commits suicide** within 1 year from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If a Dependent commits suicide within 1 year from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

#### NOTICE FOR RESIDENTS OF PENNSYLVANIA

Accidental Death and Dismemberment Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the
  jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

#### NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

# **NOTICE FOR RESIDENTS OF TEXAS**

# LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The laws of the state of Texas mandate that the terms "Terminally III" and "Terminal Illness" when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU and the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENTS provisions mean that due to injury or sickness, You or Your Dependent is expected to die within 24 months of the date You request payment of an Accelerated Benefit.

#### NOTICE FOR RESIDENTS OF UTAH

# 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 ("the 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, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. 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.

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 in disability income insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash 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 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. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc. 60 East South Temple, Suite 500 Salt Lake City UT 84111 (801) 320-9955 Utah Insurance Department 3110 State Office Building Salt Lake City UT 84114-6901 (801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

#### NOTICE FOR RESIDENTS OF VIRGINIA

#### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife 200 Park Avenue New York, New York 10166 Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at: 1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Bureau of Insurance
Life and Health Division
P.O. Box 1157
Richmond, VA 23218-1157
1-804-371-9691 - phone
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
BureauOfInsurance@scc.virginia.gov - email

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

# NOTICE FOR RESIDENTS OF WASHINGTON

# LIFE INSURANCE

# **GENERAL PROVISIONS**

The suicide provision is not applicable to residents of Washington.

#### NOTICE FOR RESIDENTS OF WEST VIRGINIA

#### FREE LOOK PERIOD:

If You are not satisfied with Your certificate, You may return it to Us within 10 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund within 10 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

#### NOTICE FOR RESIDENTS OF WISCONSIN

# **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.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

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 contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

# **TABLE OF CONTENTS**

Section	Page
CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	29
DEFINITIONS	39
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU	42
Eligible Classes	42
Date You Are Eligible for Insurance	42
Enrollment Process	43
Date Your Insurance That Is Part Of The Flexible Benefits Plan Takes Effect	43
Date Your Insurance Ends	44
ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS	45
Eligible Classes For Dependent Insurance	45
Date You Are Eligible For Dependent Insurance	
Enrollment Process	
Date Insurance That Is Part Of The Flexible Benefits Plan Takes Effect For Your Dependents	
Date Your Insurance For Your Dependents Ends	47
SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND A	
INSURANCE	48
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT	
For Mentally or Physically Handicapped Children	
For Family And Medical Leave	
At Your Option: Portability	
At Your Option: When You Cease Active Work Due To Total Disability	
At The Policyholder's Option	52
LIFE INSURANCE: FOR YOU	54
LIFE INSURANCE: FOR YOUR DEPENDENTS	
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU	
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE	
LIFE INSURANCE: CONVERSION OPTION FOR YOU	
LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS	
ELIGIBILITY FOR EXTENSION OF SUPPLEMENTAL LIFE INSURANCE WHILE YOU ARE TOTA	
DISABLED	
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	
ADDITIONAL BENEFIT: SEAT BELT USE	
ADDITIONAL BENEFIT: AIR BAG USE	
ADDITIONAL BENEFIT: CHILD CARE	
ADDITIONAL BENEFIT: CHILD EDUCATIONADDITIONAL BENEFIT: SPOUSE EDUCATION	
ADDITIONAL BENEFIT: SPOUSE EDUCATIONADDITIONAL BENEFIT: HOSPITAL CONFINEMENT	
ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT	
ADDITIONAL BENEFIT: COBRA CONTINUATIONADDITIONAL BENEFIT: COMMON CARRIER	
FILING A CLAIM: CLAIMS FOR LIFE INSURANCE BENEFITS	75
FILING A CLAIM: CLAIMS FOR LIFE INSURANCE BENEFITS FILING A CLAIM: CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS	
GENERAL PROVISIONSGENERAL DEATH AND DISMEMBERMENT BENEFITS	
Assignment	
BeneficiarySuicide	
Entire Contract	
Incontestability: Statements Made by You	
Misstatement of Age	
Conformity with Law	
Physical Exams	
r riyotda Examo	00

#### **SCHEDULE OF BENEFITS**

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

The amount of Insurance that We will pay for any insurance to which You make contributions will be decreased by the amount of Your contributions due and unpaid to Us for that insurance.

#### **BENEFIT**

#### **BENEFIT AMOUNTS AND HIGHLIGHTS**

### **How We Will Pay Benefits**

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum", We may pay the full benefit amount:

- by check;
- by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

#### Life Insurance For You

# **Supplemental Life Insurance**

For Active Employees	An amount, elected by You, which is a multiple of \$10,000
Minimum Supplemental Life Benefit	\$10,000
Maximum Supplemental Life Benefit	\$100,000
Accelerated Benefit Option	Up to 50% of Your Supplemental Life amount not to exceed \$50,000

For Class 3 and Class 5 Retirees:

For Retired Employees...... An amount, elected by You, which is

a multiple of \$10,000

Minimum Supplemental Life Benefit...... \$10,000

Maximum Supplemental Life Benefit......\$100,000

Life amount not to exceed \$50,000

For Class 4 Retirees:

For Retired Employees...... An amount, elected by You, which is

a multiple of \$7,500

Minimum Supplemental Life Benefit...... \$7,500

Maximum Supplemental Life Benefit...... \$30,000

Life amount not to exceed \$15,000

Note: The Supplemental Life Insurance in this certificate is the Policyholder's Core Supplemental Life Insurance plan. The Policyholder provides a Buy-Up Supplemental Life Benefits plan under a separate certificate.

#### **ESTATE RESOLUTION SERVICES**

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You or Your Spouse (for the Will Preparation Service) or You or Your Spouse or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Plans or get the name of a Plan Attorney that you can speak with about these Services, please call (800) 821-6400.

#### THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

# Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

#### **Probate Service**

If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased, including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such probate services to be made available, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

#### THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

#### Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and MetLife, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

#### **Probate Service**

If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

# Accidental Death and Dismemberment Insurance (AD&D) For You

#### Full Amount for Voluntary AD&D

For Active Employees	is a multiple of \$25,000
Minimum Voluntary Accidental Death and Dismemberment Full Amount	\$25,000
Maximum Voluntary Accidental Death and Dismemberment Full Amount	\$500,000

#### **Additional Benefits:**

Seat Belt Benefit	Yes
Air Bag Use Benefit	Yes
Child Care Benefit	Yes
Child Education Benefit	Yes
Spouse Education Benefit	Yes
Hospital Confinement Benefit	Yes
COBRA Continuation Benefit	Yes
Common Carrier Benefit	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

#### Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### **Covered Losses**

Loss of life	100%
Loss of a hand permanently severed at or above	
the wrist but below the elbow	50%
Loss of a foot permanently severed at or above	
the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%
Loss of sight in one eye	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as	
defined above	100%
Loss of the thumb and index finger of same hand	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing	100%
Loss of speech or loss of hearing	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs	100%
Paralysis of both legs	50%
Paralysis of the arm and leg on either side of the body	50%
Paralysis of one arm or leg	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage	Brain Damage	100%
--------------	--------------	------

**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma	 1% monthly
	beginning on the
	7th day of the
	Coma for the
	duration of the
	Coma to a
	maximum of 60
	months

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

#### If You Are Age 65 Or Older

If You are age 65 or older on Your effective date of insurance, the appropriate percentage from the following table will be applied to the amount of Your Supplemental Life insurance and Voluntary Accidental Death and Dismemberment Insurance on Your effective date of insurance.

If You are under age 65 on Your effective date of insurance, the amounts of Your Supplemental Life insurance and Voluntary Accidental Death and Dismemberment Insurance on and after age 65 will be determined by applying the appropriate percentage from the following table to the amount of Your insurance in effect on the day before Your 65th birthday:

Age of Employee	<u>Percentage</u>
65 but less than 70	65%
70 or older	50%

# **Life Insurance For Your Dependents**

For Your Spouse	
Option 1	\$5,000
Option 2	\$10,000
Option 3	\$20,000
Option 4	\$30,000
Maximum Spouse Dependent Life Benefit	The lesser of 50% of Your Life Benefits or \$30,000
Accelerated Benefit Option	Up to 50% of Your Dependent Life amount not to exceed \$15,000
For each of Your Children	
All Employees who elect:	
Option 1	\$5,000
Option 2	\$10,000
Maximum Child Dependent Life Benefit	The lesser of 50% of Your total Basic and Supplemental Life Benefits or \$10,000

## Accidental Death and Dismemberment Insurance (AD&D) For Your Dependents

### **Full Amount for Dependent AD&D**

Maximum Dependent Accidental Death and

Dismemberment Full Amount for Your Spouse ........ The lesser of 50% of Your total

Basic and Supplemental Life

Benefits or \$30,000

#### **Additional Benefits:**

Seat Belt Benefit ...... NONE

Air Bag Use Benefit..... NONE

Child Care Benefit......NONE

Child Education Benefit...... NONE

Hospital Confinement Benefit ...... NONE

# Schedule of Covered Losses for Dependent Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### **Covered Losses**

Loss of life	100%
Loss of a hand permanently severed at or above	
the wrist but below the elbow	50%
Loss of a foot permanently severed at or above	
the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%
Loss of sight in one eye	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing	100%
Loss of speech or loss of hearing	50%

sch

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs	100%
Paralysis of both legs	50%
Paralysis of the arm and leg on either side of the body	50%
Paralysis of one arm or leg	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

months.

# Full Amount for Voluntary AD&D

Spouse and Child(ren)	An amount equal to: (a) 40% for Your Spouse Only; and (b) 10% for each Child; of Your Voluntary Accidental Death and Dismemberment Insurance
Spouse Only	An amount equal to 50% of Your Voluntary Accidental Death and Dismemberment Insurance
For each of Your Children	
Child(ren) Only	An amount equal to 15% of Your Voluntary Accidental Death and Dismemberment Insurance for each Child
Minimum Spouse Voluntary Accidental Death and Dismemberment Full Amount	\$12,500
Minimum Child Voluntary Accidental Death and	40.500

\$2.500

Dismemberment Full Amount.....

Maximum Spouse Voluntary Accidental Death and Dismemberment Full Amount	\$250,000
Maximum Child Voluntary Accidental Death and Dismemberment Full Amount	\$25,000

#### **Additional Benefits:**

Seat Belt Benefit	Yes
Air Bag Use Benefit	Yes
Child Care Benefit	NONE
Child Education Benefit	NONE
Spouse Education Benefit	NONE
Hospital Confinement Benefit	Yes
COBRA Continuation Benefit	NONE
Common Carrier Benefit	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

# Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

### **Covered Losses**

Loss of life	100%
Loss of a hand permanently severed at or above	
the wrist but below the elbow	50%
Loss of a foot permanently severed at or above	
the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%
Loss of sight in one eye	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as	
defined above	100%
Loss of the thumb and index finger of same hand	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing	100%
Loss of speech or loss of hearing	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs	100%
Paralysis of both legs	50%
Paralysis of the arm and leg on either side of the body	50%
Paralysis of one arm or leg	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

#### **DEFINITIONS**

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Beneficiary** means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

**Child** means the following: (for residents of Louisiana, Montana, New Mexico, Texas and Utah, the Child Definition is modified as explained in the notice pages of this certificate - please consult the Notice)

**for Life Insurance**, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner), foster child who resides with you; or a child for whom You are the legally appointed guardian who resides with You; and who, in each case, is at least 15 days old, under age 26 and supported by You.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this
  purpose does not include weekend or summer training for the reserve forces of the United States,
  including the National Guard; or
- is insured under the Group Policy as an employee.

**for Voluntary Accidental Death and Dismemberment Insurance,** Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner); and who, in each case, is under age 26 and supported by You.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this
  purpose does not include weekend or summer training for the reserve forces of the United States,
  including the National Guard; or
- is insured under the Group Policy as an employee.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers.

#### The term does not include:

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

## **DEFINITIONS** (continued)

**Contributory Insurance** means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Supplemental Life Insurance, Voluntary Accidental Death and Dismemberment Insurance, Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance.

**Dependent(s)** means Your Spouse and/or Child.

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a
  government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  - 1. 18 years of age or older;
  - 2. unmarried:
  - 3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months:
  - 4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 6 months; and
  - 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

**Full-Time** means Active Work of at least 30 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong. Full-Time also includes part-time employees working at least 17 hours per week.

Hospital means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

#### Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
  - a hospice facility;
  - an intermediate care facility; or
  - a long term care facility; or
- receipt of the following treatment, wherever performed:
  - · chemotherapy;
  - radiation therapy; or
  - dialysis.

## **DEFINITIONS** (continued)

#### Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

#### The term does not include:

- You:
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
  - parents:
  - children (natural, step or adopted);
  - siblings;
  - · grandparents; or
  - grandchildren.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**Spouse** means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this
  purpose does not include weekend or summer training for the reserve forces of the United States,
  including the National Guard; or
- is insured under the Group Policy as an employee.

We, Us and Our mean MetLife.

**Written** or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You** and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

#### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

#### **ELIGIBLE CLASS(ES)**

All Full-Time employees of the Policyholder.

Class 3 retired employees who retired on or after January 1, 1997 and were previously enrolled in the voluntary life program, and all employees who retired prior to January 1, 1997 who elected to increase their life insurance benefits effective January 1, 1998, excluding those retirees in classes 4 and 5.

Class 4 retired employees who retired prior to January 1, 1997 and were previously enrolled in the voluntary life program, excluding those retirees in Classes 3 and 5.

Class 5 retired employees who accepted the Employer provided retiree incentive option, excluding those retirees in classes 3 and 4.

You are eligible for insurance if You were Actively at Work and covered for insurance on the day immediately preceding the date of Your retirement and have retired in accord with the Policyholder's retirement plan. Please be aware that:

- references to Active Work and Actively at Work will not apply; and
- end of employment will mean the end of the person's status as a retiree, as stated in the Policyholder's retirement plan.

#### DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2020, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2020, You will be eligible for insurance on the date You enter that class.

### **Previous Employment With The Policyholder**

If You were employed by the Policyholder and insured by Us under a policy of group life insurance when Your employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Policyholder within 2 years after such employment ended, unless You surrender:

- any individual policy of life insurance to which You converted when Your employment ended; and
- any certificate of insurance continued as ported insurance when such employment ended.

The cash value, if any, of such surrendered insurance will be paid to You.

# **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

#### **ENROLLMENT PROCESS**

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your Insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

The insurance listed below is part of a flexible benefits plan established by the Policyholder. Subject to the rules of the flexible benefits plan and the Group Policy, You may enroll for:

- · Supplemental Life Insurance; and
- Voluntary Accidental Death and Dismemberment Insurance;

only when You are first eligible or during an annual enrollment period. You should contact the Policyholder for more information regarding the flexible benefits plan.

#### DATE YOUR INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT

#### **Enrollment When First Eligible**

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect on the date You become eligible for such insurance if You are Actively at Work on that date. You are not required to give evidence of Your insurability for Voluntary Accidental Death and Dismemberment Insurance.

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for insurance until the next annual enrollment period, as determined by the Policyholder, following the date You first became eligible. At that time You will be able to enroll for insurance for which You are then eligible.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

# **Enrollment During An Annual Enrollment Period**

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible or choose a different option than the one for which You are currently enrolled. The insurance enrolled for or changes to Your insurance made during an annual enrollment period will take effect on the first day of the calendar year following the annual enrollment period, if You are Actively at Work on that date. You are not required to give evidence of Your insurability for Voluntary Accidental Death and Dismemberment Insurance.

If You are not Actively at Work on the date an amount of insurance would otherwise take effect, that amount of insurance will take effect on the day You resume Active Work.

#### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

#### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

#### for all coverages

- 1. the date the Group Policy ends; or
- 2. the date insurance ends for Your class; or
- 3. the end of the period for which the last premium has been paid for You; or

#### for Supplemental Life Insurance

- the last day of the calendar month in which Your employment ends; Your employment will end if You cease
  to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF
  INSURANCE WITH PREMIUM PAYMENT; or
- 5. last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan (excluding Class 3, 4, and 5 Retirees); or

#### for Voluntary Accidental Death and Dismemberment Insurance

- 6. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 7. the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan (excluding Class 3, 4, and 5 Retirees).

Please refer to the section entitled ELIGIBILITY FOR EXTENSION OF INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning extension of Your Life Insurance if insurance ends while You are Totally Disabled. Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

#### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS**

#### **ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE**

All Full-Time employees of the Policyholder.

Class 3 retired employees who retired on or after January 1, 1997 and were previously enrolled in the voluntary life program, and all employees who retired prior to January 1, 1997 who elected to increase their life insurance benefits effective January 1, 1998, excluding those retirees in classes 4 and 5.

Class 4 retired employees who retired prior to January 1, 1997 and were previously enrolled in the voluntary life program, excluding those retirees in Classes 3 and 5.

Class 5 retired employees who accepted the Employer provided retiree incentive option, excluding those retirees in classes 3 and 4.

#### DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

You will be eligible for Dependent insurance on the latest of:

- 1. January 1, 2020; and
- 2. the date You enter a class eligible for insurance; and
- 3. the date You obtain a Dependent.

No person may be insured as a Dependent of more than one employee.

#### **ENROLLMENT PROCESS**

In order to enroll for Life Insurance for Your Dependents, You must either (a) already be enrolled for Supplemental Life Insurance for You or (b) enroll at the same time for Supplemental Life Insurance for You.

If You become eligible for Dependent insurance, You may enroll for such insurance by providing Us with the information We require for each Dependent to be insured. In addition, each of Your Dependents must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

Once You have enrolled one Child for a Dependent insurance benefit, each succeeding Child will automatically be covered for such insurance on the date that Child qualifies as a Dependent.

The insurance listed below is part of a flexible benefits plan established by the Policyholder. Subject to the rules of the flexible benefits plan and the Group Policy, You may enroll for:

- Dependent Life Insurance;
- Dependent Accidental Death and Dismemberment Insurance; and
- Dependent Voluntary Accidental Death and Dismemberment Insurance;

only when You are first eligible or during an annual enrollment period. You should contact the Policyholder for more information regarding the flexible benefits plan.

# **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

# DATE INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT FOR YOUR DEPENDENTS

#### **Enrollment When First Eligible**

If You complete the enrollment process for Dependent insurance within 31 days of becoming eligible for insurance, such insurance will take effect for each enrolled Dependent on the date You become eligible for such insurance if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below. The Dependent is not required to give evidence of insurability for Dependent Voluntary Accidental Death and Dismemberment Insurance.

Once You have enrolled one Child for a Dependent insurance benefit, each succeeding Child will automatically be covered for such insurance on the date that Child qualifies as a Dependent.

If You do not complete the enrollment process for any Dependent within 31 days of becoming eligible, You will not be able to enroll for Dependent insurance until the next annual enrollment period, as determined by the Policyholder, in accordance with the rules of the flexible benefits plan. At that time You will be able to enroll for Dependent insurance:

- for which You are then eligible; and
- for Your Dependents who are then eligible.

If You are not Actively at Work on the date Dependent insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

#### **Enrollment During An Annual Enrollment Period**

During any annual enrollment period, You may enroll for Dependent insurance for which You are eligible or change the amount of Your Dependent insurance. The insurance enrolled for or changes to Your insurance made during the annual enrollment period will take effect for each enrolled Dependent on the first day of the calendar year following the annual enrollment period, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below. The Dependent is not required to give evidence of insurability for Dependent Voluntary Accidental Death and Dismemberment Insurance.

Once You have enrolled one Child for a Dependent insurance benefit, each succeeding Child will automatically be covered for such insurance on the date that Child qualifies as a Dependent.

If You are not Actively at Work on the date Dependent insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

#### **Additional Requirement**

On the date Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care;
- receiving or applying to receive disability benefits from any source; or
- · Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date that Dependent is no longer:

- confined;
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

# **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

The Additional Requirement will not apply to a mentally or physically handicapped Child who has been continuously handicapped since a date before the Child reached the limiting age under this certificate and for whom satisfactory Proof of such handicap has been provided as specified under the "Child" definition.

#### DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

- 1. for Dependent Life Insurance, the date all of the Life Insurance under the Group Policy ends; or
- 2. for Dependent Accidental Death and Dismemberment Insurance and Voluntary Accidental Death and Dismemberment Insurance, the date all of Your Accidental Death and Dismemberment Insurance under the Group Policy ends; or
- 3. the date You die: or
- 4. the date the Group Policy ends; or
- 5. the date You cease to be in an eligible class; or
- 6. the date Your Employee Life Insurance under the Group Policy ends; or
- 7. the date Insurance for Your Dependents ends under the Group Policy; or
- 8. the date Insurance for Your Dependents ends for Your class; or
- 9. the last day of the calendar month the person ceases to be a Dependent, except that in the case of a Child who has reached the maximum age, insurance will end on the last day of the calendar year; or
- the last day of the calendar month in which Your employment ends; Your employment will end if You
  cease to be Actively at Work in any eligible class, except as stated in the section entitled
  CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 11. for Utah residents, with respect to Voluntary Accidental Death and Dismemberment Insurance and Dependent Accidental Death and Dismemberment Insurance, the last day of the calendar month the Child ceases to be a Dependent; or
- 12. for Dependent Life Insurance and Accidental Death and Dismemberment Insurance, the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan (excluding Class 3, 4 and 5 retirees); or
- 13. for a Child who is past the age limit and is otherwise eligible for continuation under the **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT: For Mentally or Physically Handicapped Children**subsection, on the date the Child marries; or
- 14. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

# SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE

The following rules will apply if the Life and AD&D Insurance under this Group Policy replaces other group Life and AD&D insurance provided to You by the Policyholder.

**Prior Plan** means the group life and AD&D insurance underwritten by another insurer and provided to You by the Policyholder on the day before the Replacement Date.

**Replacement Date** means the effective date of the Life and AD&D Insurance under this Group Policy.

Rules if You or You and Your Dependent(s) were Covered Under the Prior Plan on the Day Before the Replacement Date:

- 1. Actively at Work on the Replacement Date If You or You and Your Dependent(s) were covered under the Prior Plan on the day before the Replacement Date and You are Actively at Work in an eligible class on the Replacement Date, You will be insured under this Group Policy for an amount of Life and AD&D Insurance referred to as Active Employee Coverage. The amount of the Active Employee Coverage on the Replacement Date will be the amount of Life Insurance described in the SCHEDULE OF BENEFITS.
- 2. Not Actively at Work on the Replacement Date If You or You and Your Dependent(s) were covered under the Prior Plan on the day before the Replacement Date and You are not Actively at Work on the Replacement Date, but You would otherwise be a member of an eligible class if You were Actively at Work on the Replacement Date, You will be insured under this Group Policy for an amount of Life and AD&D Insurance referred to as Transition Coverage. The amount of the Transition Coverage on the Replacement Date will be the lesser of:
  - the amount of group life and AD&D insurance in effect under the Prior Plan, and
  - the amount of Life and AD&D Insurance available under this Group Policy for the eligible class to which You belong.

While Transition Coverage is in effect, the amount of coverage will continue to be determined in accordance with the provisions of the plan used to determine the amount of Transition Coverage on the Replacement Date.

If You are not Actively at Work on the Replacement Date due to a disability, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage;
- the date Life and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate;
- the date on which Your life and AD&D insurance under the Prior Plan would have ended for any reason other than the Prior Plan ending;
- the date You are approved for extension of life and AD&D insurance without premium payment under the terms of Prior Plan; and
- if the Prior Plan provided for extension of life and AD&D insurance without premium payment during a period of disability, the last day of the 12-month period following the Replacement Date.

# SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE (continued)

In any other case where You are not Actively at Work on the Replacement Date, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage; and
- the date Life and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate.

# Rules if You or You and Your Dependent(s) were <u>NOT</u> Covered Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for the Life and AD&D Insurance under this Group Policy when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU and ELIGIBILITY PROVISIONS: INSURANCE ON YOUR DEPENDENTS; and
- 2. We will credit any time accumulated toward any eligibility waiting period under the Prior Plan to the satisfaction of any eligibility Waiting Period required to be met under this Life and AD&D Insurance.

# **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (For MN Residents see Minnesota Notice Page)**

#### FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

#### FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

#### AT YOUR OPTION: PORTABILITY

For purposes of this subsection the term "Portability Eligible Insurance" refers to Supplemental LifeVoluntary Insurance.

You may request in Writing during the Request Period specified below to continue Portability Eligible Insurance under another group policy if such insurance ends because:

- Your employment ends; or
- You cease to be in a class that is eligible for such insurance.

If a request is made under this subsection, We will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under the Group Policy.

A request under this subsection may be made if, on the date of the request, the following requirements are met:

- the Group Policy is in effect;
- We have not received notice from the Policyholder of its intent to end the Group Policy;
- no application has been made to convert the insurance that is to be continued to an individual policy of life insurance as provided in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU; and
- the person making the request resides in a jurisdiction that permits portability.

#### **Request Period**

To continue Portability Eligible Insurance under a different group policy, We must receive a completed request form within the Request Period described below.

If written notice of the option to continue Portability Eligible Insurance is given within 15 days before or after the date such insurance ends, the Request Period begins on the date the insurance ends and expires 31 days after such date.

If written notice of the option to continue Portability Eligible Insurance is given more than 15 days after but within 90 days of the date such insurance ends, the Request Period begins on the date the insurance ends and expires 45 days after the date of the notice.

# CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (For MN Residents see Minnesota Notice Page) (continued)

If written notice of the option to continue Portability Eligible Insurance is not given within 90 days after the date such insurance ends, the Request Period begins on the date the insurance ends and expires at the end of such 90 day period.

#### **Amount of the New Certificate**

The maximum amount of Supplemental Life Insurance that may be continued is the lesser of:

- the total amount of all such insurance in effect immediately prior to the date it ends; and
- \$1,000,000.

The minimum amount of Supplemental Life Insurance that may be continued is \$20,000.

#### **Premiums for the New Certificate**

When a request to continue Portability Eligible Insurance is made under this subsection, the first premium must be paid during the Request Period. All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

#### **Right to Convert Life Insurance Amounts Not Continued**

Any amount of Life Insurance not continued under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

#### If You Die Within 31 Days of the Date Portability Eligible Insurance Ends

If You die within 31 days of the date Portability Eligible Insurance ends and an application for a new certificate is not received by Us during such period, We will determine whether to pay insurance in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. If an application for a new certificate was received by Us during such period, We will only pay benefits for the Portability Eligible Insurance applied for in accordance with this subsection.

#### AT YOUR OPTION: WHEN YOU CEASE ACTIVE WORK DUE TO TOTAL DISABILITY

If You cease Active Work because You are Totally Disabled, You may continue Life Insurance for You and Your Dependents for up to 6 months by continuing to pay any premiums You were required to pay for such insurance. This continuation of Life Insurance will end if You cease to be Totally Disabled or the Group Policy ends.

Total Disability or Totally Disabled means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

#### **Proof Requirements**

You should contact Us as soon as reasonably possible to advise Us that You were disabled on the date You ceased Active Work. You must send Us Proof that You were Totally Disabled. As part of such Proof, We may choose a Physician to examine You to verify that You are eligible to continue Life Insurance with premium payment. If We do so, We will pay for such exam.

# CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (For MN Residents see Minnesota Notice Page) (continued)

#### AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below:

- 1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 36 months;
- 2. for the period You cease Active Work in an eligible class due to strike, up to 36 months;
- 3. if You cease Active Work; in an eligible class due to layoff, up to 36 months;
- 4. if You cease Active Work; in an eligible class, due to any other Policyholder approved leave of absence, up to 36 months.

The Policyholder's general practice for employees in a job class determines which employees with the above types of absences are to be considered as still insured and for how long among persons in like situations.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to
  end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of
  the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

# **EVIDENCE OF INSURABILITY**

No evidence of insurability is required for the insurance described in this certificate.

# LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

#### **PAYMENT OPTIONS**

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

# LIFE INSURANCE: FOR YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the life of such Dependent on the date of death.

#### **PAYMENT OPTIONS**

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

# LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

For purposes of this section, the term "ABO Eligible Life Insurance" refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

If You become Terminally III, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

**Terminally III** or **Terminal Illness** means that due to injury or sickness, You are expected to die within 6 months.

#### Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally III.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

#### **Proof of Your Terminal Illness**

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You are Terminally III; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Policyholder to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

#### **Accelerated Benefit Amount**

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

**Maximum Accelerated Benefit Amount.** The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

**Scheduled Reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 6 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

**Previous Conversion of an ABO Eligible Life Insurance Benefit.** We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

# LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)

#### Effect of Payment of an Accelerated Benefit

On Contribution for Your Life Insurance. After We pay the accelerated benefit, any future contributions for Life Insurance You are required to pay will be waived.

**On Your Life Insurance at Your death**. The amount of Life Insurance that We will pay at Your death will be decreased by the amount of the accelerated benefit paid by Us.

On Your Life Insurance at conversion. The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU will be decreased by the amount of the accelerated benefit paid by Us.

On Your Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

### **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option will end on the earliest of:

- the date the ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

# LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE

If Your Spouse becomes Terminally III, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse before Your Spouse's death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse is in effect.

**Terminally III** or **Terminal Illness** means that due to injury or sickness, Your Spouse is expected to die within 6 months.

#### Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of Life Insurance for the Terminally III Spouse equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse is Terminally III.

We will only pay an accelerated benefit for Life Insurance for Your Spouse once.

#### **Proof of Your Spouse's Terminal Illness**

We will require the following Proof of Your Spouse's Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that Your Spouse is Terminally III; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Policyholder to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

#### **Accelerated Benefit Amount**

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for the amount of Life Insurance in effect for a Terminally III Spouse, subject to the following:

**Maximum Accelerated Benefit Amount**. The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

**Scheduled Reduction of Life Insurance for a Terminally III Spouse.** If the Life Insurance in effect for a Terminally III Spouse is scheduled to reduce within the 6 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of Life Insurance that will be in effect for Your Spouse immediately after the reduction(s) scheduled for such period.

**On Life Insurance at conversion.** The amount to which Your Spouse for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by the amount of the accelerated benefit paid by Us for Your Spouse.

On Your Dependents' Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Dependents' Accidental Death and Dismemberment Insurance.

# LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE (continued)

# **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option for Your Spouse will end on the earliest of:

- the date Life Insurance for Your Spouse ends;
- the date Your rights in Life Insurance for Your Spouse are assigned; or
- the date You or Your legal representative have accelerated all Dependent Life Insurance benefits.

#### LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your life insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

#### When You Will Have the Option to Convert

You will have the option to convert when:

- A. Your life insurance ends because:
  - You cease to be in an eligible class;
  - Your employment ends;
  - this Group Policy ends, provided You have been insured for life insurance for at least 5 continuous years; or
  - this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided You have been insured for at least 5 continuous years; or
- B. Your life insurance is reduced:
  - on or after the date You attain age 60;
  - because You change from one eligible class to another; or
  - due to an amendment of this Group Policy.

If You opt not to convert a reduction in the amount of Your life insurance as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

#### **Application Period**

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within 31 days after the date Your Life Insurance ends or is reduced.

#### **Option Conditions**

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
  - Your Written application for the new policy; and
  - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
  - · Our rates then in use;
  - the form and amount of insurance for which you apply;
  - · Your class of risk; and
  - Your age;
- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32<sup>nd</sup> day after the date Your life insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

# LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

# **Maximum Amount of the New Policy**

If Your Life Insurance ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$10,000.

If Your life insurance ends or is reduced due to the Policyholder's organizational restructuring, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance which ends under this Group Policy.

#### ADDITIONAL PROVISIONS IF YOU DIE OR BECOME DISABLED UNDER CERTAIN CONDITIONS

#### If You Die Within 31 Days After Your Life Insurance Ends Or Is Reduced

If You die within 31 days after Your life insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

The amount You were entitled to convert will not be paid as insurance under both a new individual conversion policy and the Group Policy.

#### If You Become Eligible To Have Insurance Continued Due To Your Total Disability

If You obtain a new individual conversion policy because Your life insurance ends or is reduced and You later become eligible to have insurance continued under the section entitled ELIGIBILITY FOR EXTENSION OF INSURANCE WHILE YOU ARE TOTALLY DISABLED, We will only continue Your life insurance under such section if the conversion policy is returned to Us.

If the conversion policy is returned to Us, We will refund the premium paid for such policy without interest, less any debt incurred under such policy.

We will not pay a benefit for insurance under both the Group Policy and the new individual conversion policy.

### LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

If life insurance for a Dependent ends or is reduced for any of the reasons stated below, You or that Dependent will have the option to buy from Us an individual policy of life insurance on the life of the Dependent ("new policy") during the Application Period in accordance with the conditions and requirements of this section. This is referred to as "the option to convert". Evidence of the Dependent's insurability will not be required.

### When You or a Dependent Will Have the Option to Convert

You will have the option to convert life insurance for a Dependent when:

- A. life insurance for the Dependent ends because:
  - You cease to be in an eligible class;
  - Your employment ends;
  - this Group Policy ends, provided You have been insured for life insurance for the Dependent for at least 5 continuous years; or
  - this Group Policy is amended to end all life insurance for Dependents for an eligible class of which
    You are a member, provided You have been insured for life insurance for the Dependent for at least 5
    continuous years; or
- B. life insurance for the Dependent is reduced:
  - on or after the date You attain age 60;
  - · because You change from one eligible class to another; or
  - due to an amendment of this Group Policy.

A Dependent will have the option to convert when:

- life insurance for such Dependent ends because that Dependent ceases to qualify as a Dependent as
  defined in this certificate, or
- You die.

If You opt not to convert a reduction in the amount of life insurance for a Dependent, You will not have the option to convert that amount at a later date.

A reduction in the amount of life insurance for a Dependent as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

You must notify FBMC in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

#### **Application Period**

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within 31 days of the date Life Insurance for the Dependent ends or is reduced.

#### **Option Conditions**

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
  - a Written application for the new policy for the Dependent; and
  - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
  - Our rates then in use:
  - the form and amount of insurance which is applied for;
  - the Dependent's class of risk; and
  - the Dependent's age;

# LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS (continued)

- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32<sup>nd</sup> day after the date Life Insurance for the Dependent ends or is reduced; this will be the case regardless of the duration of the Application Period.

### **Maximum Amount of the New Policy**

If Life Insurance for a Dependent ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends under this Group Policy less the amount of life insurance for Dependents for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$10.000.

If life insurance for a Dependent ends or is reduced due to the Policyholder's organizational restructuring, the maximum amount of insurance that may be elected for the new policy is the amount of life insurance for the Dependent that ends under this Group Policy less the amount of life insurance for dependents for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance for a Dependent ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance for a Dependent that ends under this Group Policy.

#### **ADDITIONAL PROVISIONS IF A DEPENDENT DIES**

#### If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends Or Is Reduced

If a Dependent dies within 31 days after the date life insurance for the Dependent ends or is reduced by an amount eligible for convert, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary. The amount We will pay is the amount that could have been converted.

The amount that could have been converted will not be paid as insurance under both a new individual conversion policy and the Group Policy.

# ELIGIBILITY FOR EXTENSION OF SUPPLEMENTAL LIFE INSURANCE WHILE YOU ARE TOTALLY DISABLED

If You become Totally Disabled while You are insured for Supplemental Life Insurance under this policy, You may qualify to extend certain insurance under this section. If extended, premium payment will not be required. We will determine if You qualify for this extension after We receive Proof that You have satisfied the conditions of this section.

Total Disability must start before You attain age 60 and while You are insured for Extension Eligible Insurance.

#### **DEFINITIONS**

For the purpose of this section, "Extension Eligible Insurance" means

Supplemental Life Insurance;

to the extent that such insurance was in effect for You on the date Your Total Disability began.

Extension Eligible Insurance does not include:

 Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU or Dependent Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOUR DEPENDENTS.

#### **Extension Period**

The Extension Period is 12 months.

Total Disability or Totally Disabled means, for purpose of this section, that due to an injury or sickness:

- You are unable to perform the material duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

#### TOTAL DISABILITY AND PROOF REQUIREMENTS

If, during the Extension Period, You die or sustain a loss for which You believe benefits may be payable under the extended insurance, Proof of the death or loss must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date Your Total Disability began until the date of the death or the date of loss.

When we receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the insurance continued under this section.

#### **EFFECT OF PREVIOUS CONVERSION**

If You converted any portion of Your Extension Eligible Life Insurance to an individual policy, We will only pay the life insurance under this section if the individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If You do not return such individual policy to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

# ELIGIBILITY FOR EXTENSION OF SUPPLEMENTAL LIFE INSURANCE WHILE YOU ARE TOTALLY DISABLED (continued)

#### **EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE**

If You ported any portion of Your Extension Eligible Insurance to a certificate under another policy, We will only pay insurance under this section if the other policy's certificate is surrendered to Us. If it is returned to Us, We will refund to Your estate the premiums paid under such policy without interest.

If You do not return that certificate to Us, We will pay any insurance which applies under the other policy's certificate.

We will not pay insurance under both this Group Policy and the other policy.

#### **DATE EXTENSION ENDS**

The Extension Eligible Insurance extended under this section may be extended in a reduced amount on account of Your age or the payment of accelerated benefits and will end at the earliest of:

- 1. the date Your Extension Period ends;
- 2. the date Your Total Disability ends; or
- 3. the date You reach age 61.

#### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You or a Dependent sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, will pay the insurance in effect on the date of the injury.

**Direct and Sole Cause** means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

#### PRESUMPTION OF DEATH

You and/or a Dependent will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You and/or a Dependent were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
  - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - the date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

#### **EXCLUSIONS** (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

- 1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
- 2. infection, other than infection occurring in an external accidental wound or from food poisoning;
- 3. suicide or attempted suicide;
- 4. intentionally self-inflicted injury;
- 5. service in the armed forces of any country or international authority, except the United States National Guard;
- 6. any incident related to:
  - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
  - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for selfpreservation;
  - travel in an aircraft or device used:
    - for testing or experimental purposes;
    - by or for any military authority; or
    - for travel or designed for travel beyond the earth's atmosphere;
- 7. committing or attempting to commit a felony;

- 8. the voluntary intake or use by any means of:
  - any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes; or
- war, whether declared or undeclared; or act of war, insurrection, rebellion, active participation in a riot, or terrorist act.

#### **Exclusion for Intoxication**

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

Intoxicated means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

#### **COMMON DISASTER**

If You and Your Spouse are injured in the same accident and die within 365 days as a result of injuries in such accident, the Full Amount that we will pay for Your Spouse's loss of life will be increased to equal the Full Amount payable for Your loss of life.

#### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits to You.

If You or a Dependent sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Accidental Death and Dismemberment Insurance to the Beneficiary receiving payment of Your Accidental Death and Dismemberment Insurance including payment of any Additional Benefits, or We may pay Your estate. If a Beneficiary is a minor or is incompetent to receive payment, We will pay that person's guardian.

#### **APPLICABILITY OF PROVISIONS**

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

#### ADDITIONAL BENEFIT: SEAT BELT USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

- We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**Seat Belt** means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

#### **BENEFIT AMOUNT**

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

#### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

#### ADDITIONAL BENEFIT: AIR BAG USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

- 1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
  - · was riding in a seat protected by an Air Bag;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

Seat Belt means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

Air Bag means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

#### **BENEFIT AMOUNT**

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$10,000.

#### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

#### **ADDITIONAL BENEFIT: CHILD CARE**

If You die as a result of an accidental injury, We will pay this additional Child Care benefit if:

- We pay a benefit for loss of such person's life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that:
  - on the date of death a Child was enrolled in a Child Care Center; or
  - within 12 months after the date of death a Child was enrolled in a Child Care Center.

#### Child Care Center means a facility that:

- is operated and licensed according to the law of the jurisdiction where it is located; and
- provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

#### **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the Child Care Center charges incurred for a period of up to 4 consecutive years, not to exceed:

- an annual maximum of \$7,500; and
- an overall maximum of 3% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We will not pay for Child Care Center charges incurred after the date a Child attains age 12.

We may require Proof of the Child's continued enrollment in a Child Care Center during the period for which a benefit is claimed.

### **BENEFIT PAYMENT**

We will pay this benefit quarterly when We receive Proof that Child Care Center charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date You die and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

#### **ADDITIONAL BENEFIT: CHILD EDUCATION**

If You die as a result of an accidental injury, We will pay this additional Child Education benefit if:

- 1. We pay a benefit for loss of such person's life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that on the date of death a Child was:
  - enrolled as a full-time student in an accredited college, university or vocational school above the 12th grade level; or
  - at the 12th grade level and, within one year after the date of death, enrolls as a full-time student in an accredited college, university or vocational school.

## **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the tuition charges incurred for a period of up to 4 consecutive academic years, not to exceed:

- an academic year maximum of \$5,000; and
- an overall maximum of 2% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Child's continued enrollment as a full-time student during the period for which a benefit is claimed.

#### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date of death and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

## **ADDITIONAL BENEFIT: SPOUSE EDUCATION**

If You die as a result of an accidental injury, We will pay this additional Spouse Education benefit if:

- We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that:
  - on the date of Your death, Your Spouse was enrolled as a full-time student in an accredited school; or
  - within 12 months after the date of Your death, Your Spouse enrolls as a full-time student in an accredited school.

#### **BENEFIT AMOUNT**

We will pay an amount equal to the tuition charges incurred for a period of up to 1 academic year, not to exceed:

- an academic year maximum of \$5,000; and
- an overall maximum of 2% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Spouse's continued enrollment as a full-time student during the period for which a benefit is claimed.

#### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the Spouse.

If this benefit is in effect on the date You die and there is no Spouse who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

#### ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT

Subject to the provisions of the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, We will pay this additional benefit if:

- 1. We receive Proof that You or a Dependent are confined in a Hospital as a result of an accidental injury which is the direct cause of such confinement independent of other causes; and
- 2. this benefit is in effect on the date of the injury.

#### **BENEFIT AMOUNT**

We will pay an amount for each full month of Hospital Confinement equal to the lesser of:

- 1% of the Full Amount shown in the SCHEDULE OF BENEFITS; and
- \$2,500.

We will pay this benefit on a monthly basis beginning on the 4th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rata basis for any partial month of confinement.

We will only pay benefits for one period of continuous confinement for any accidental injury. That period will be the first period of confinement that qualifies for payment.

#### **BENEFIT PAYMENT**

Benefit payments will be made monthly. Payment will be made to You.

#### ADDITIONAL BENEFIT: COBRA CONTINUATION

If You die as a result of an accidental injury, We will pay this additional benefit if:

- 1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that Your Dependents have elected to continue their group medical insurance as permitted under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

We will require a completed and signed copy of the COBRA election form and Proof that each required COBRA premium payment for which reimbursement is requested, has been made.

#### **BENEFIT AMOUNT**

We will pay an amount equal to the group medical insurance premiums paid, subject to the following:

- a maximum benefit period of 3 consecutive years;
- an annual maximum of \$4,500; and
- an overall maximum of 3% of the Full Amount shown in the SCHEDULE OF BENEFITS.

#### **BENEFIT PAYMENT**

We will pay the COBRA Continuation benefit quarterly when We receive Proof that group medical insurance premiums have been paid. Payment will be made to Your Spouse. If there is no Spouse on the date of Your death, We will pay the benefit to the person who incurred the premiums due for any Child's COBRA continuation.

If this benefit is in effect on the date You die and there is no Dependent who qualifies for COBRA Continuation, We will pay \$1,000 to Your Beneficiary in one sum.

## **ADDITIONAL BENEFIT: COMMON CARRIER**

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

- 1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
- 2. this benefit is in effect on the date of the injury; and
- 3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

#### **BENEFIT AMOUNT**

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

## **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

## **FILING A CLAIM**

## **CLAIMS FOR LIFE INSURANCE BENEFITS**

When there has been the death of an insured person, notify the Recordkeeper. For the purpose of this section, the Recordkeeper is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under this certificate. This notice should be given to the Recordkeeper as soon as is reasonably possible after the death. The Recordkeeper will notify Us and a claim form will be sent to the beneficiary or beneficiaries of record.

The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to Us as instructed on the claim form.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

## **FILING A CLAIM**

#### CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When there has been a Covered Loss, notify the Recordkeeper. For the purpose of this section, the Recordkeeper is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under this certificate. This notice should be given to the Recordkeeper as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The Recordkeeper will notify Us and a claim form will be sent to You or the beneficiary or beneficiaries of record.

The claim form should be completed and sent along with Proof of the Covered Loss to Us as instructed on the claim form. If You or the beneficiary have not received a claim form within 15 days of giving notice of the claim. Proof may be sent using any form sufficient to provide Us with the required Proof.

The claimant must give us Proof no later than 90 days after the date of the Covered Loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 5 years after the date such Proof is required.

#### **GENERAL PROVISIONS**

## **Assignment**

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

## **Beneficiary**

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving Beneficiary at Your death, We will determine the Beneficiary according to the following order:

- 1. Your estate:
- 2. Your Spouse or Domestic Partner, if there is no estate;
- 3. Your child(ren), if there is no surviving Spouse or Domestic Partner;
- 4. Your parent(s), if there is no surviving child; or
- 5. Your sibling(s), if there is no surviving parent.

Any payment made in good faith will discharge our liability to the extent of such payment.

If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary if alive. If you are not alive, We will determine the Beneficiary according to the following order:

- 1. Your estate, if You are not alive;
- 2. Your Spouse or Domestic Partner; if there is no estate;
- 3. Your child(ren), if there is no surviving Spouse or Domestic Partner;
- 4. Your parent(s), if there is no surviving child; or
- 5. Your sibling(s), if there is no surviving parent.

Any payment made in good faith will discharge our liability to the extent of such payment.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of your Life Insurance or We may pay Your estate. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Suicide(See notice page for residents of Missouri) (See notice page for residents of North Dakota) (See notice page for residents of Washington)

**If You commit suicide** within 2 years from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

# **GENERAL PROVISIONS (continued)**

**If You commit suicide** within 2 years from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

### For Dependent Life

**If a Dependent commits suicide** within 2 years from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

**If a Dependent commits suicide** within 2 years from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

#### **Entire Contract**

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- 1. the Group Policy and its Exhibits, which include the certificate(s);
- 2. the Policyholder's application; and
- 3. any amendments and/or endorsements to the Group Policy.

### Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- 1. the statement is in a Written application or enrollment form;
- 2. You have Signed the application or enrollment form; and
- 3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

#### For Life Insurance

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

For Accidental Death and Dismemberment Insurance

We will not use Your statements which relate to insurability to contest Accidental Death and Dismemberment Insurance after it has been in force for 2 years during Your life, unless the statement is fraudulent. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life, unless the statement is fraudulent.

## **Misstatement of Age**

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

#### **Conformity with Law**

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

# **GENERAL PROVISIONS (continued)**

## **Physical Exams**

If a claim is submitted for insurance benefits other than life insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

## **Autopsy**

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy. We will pay the cost of such autopsy.

# THE PRECEDING PAGE IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION.



Metropolitan Life Insurance Company Metropolitan Tower Life Insurance Company SafeGuard Health Plans, Inc. Delaware American Life Insurance Company MetLife Health Plans, Inc. SafeHealth Life Insurance Company

# **Our Privacy Notice**

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

## 1. Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, "you" refers to these individuals.

## 2. Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

## 3. Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a legal plans company, and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

#### 4. How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

Reputation

Driving record

Finances

- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB Group, Inc. ("MIB"). It is a non-profit association of life insurance companies. We and our reinsurers may give MIB health or other information about you. If you apply for life or health coverage from another member of MIB, or claim benefits from another member company, MIB will give that company any information that it has about you. If you contact MIB, it will tell you what it knows about you. You have the right to ask MIB to correct its information about you. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734, by calling MIB at (866) 692-6901, or by contacting MIB at <a href="https://www.mib.com">www.mib.com</a>.

## 5. Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what

products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws

- · process claims and other transactions
- confirm or correct your information
- help us run our business

# 6. Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

#### 7. HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at <a href="www.MetLife.com">www.MetLife.com</a>. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at <a href="https://example.com">HIPAAprivacyAmericasUS@metlife.com</a>, or call us at telephone number (212) 578-0299.

## 8. Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

#### 9. Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. When you write, include your name, address, and policy or account number.

#### Send privacy questions to:

MetLife Privacy Office P. O. Box 489 Warwick, RI 02887-9954 privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

The following notice applies to residents of Texas only:

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400

The following Legal Services certificate (Cert Form 1222014 – 1/1/2015) applies to residents of all states other than Texas.



# Hyatt Legal Plans Of Florida, Inc.

1111 Superior Avenue Cleveland, OH 44114 1-800-821-6400

# Legal Services Plan Certificate of Coverage

Wills and Estate Resolution Services

This Legal Services Plan is insured by Hyatt Legal Plans of Florida, Inc.; a Florida corporation with its principal place of business at 1111 Superior Avenue, Cleveland, OH 44114. Administrative services are provided under the policy by Hyatt Legal Plans, Inc. ("Hyatt"), an affiliate of Hyatt Legal Plans of Florida, Inc. and MetLife. Any reference to Hyatt is as the administrator.

This certificate certifies that if you are an Eligible Employee, You are insured for the Covered Legal Services described in this certificate, subject to the provisions of this certificate. This certificate is issued under the Group Legal Services Policy and includes the terms and provisions of the Group Legal Services Policy that describe this insurance. Please read this certificate carefully.

Name and Address of Policyholder: The School Board of Miami-Dade County, Florida

1500 Biscayne Blvd. #335

Miami, FL 33132

Group Policy Effective Date: January 1, 2020

Contacting Hyatt Legal Plans, Inc.

Hyatt Legal Plans, Inc. may be contacted by phone or mail as follows:

Phone: 1-800-821-6400 Mail: 1111 Superior Avenue Cleveland, OH 44114-2507

#### **Definitions**

## Covered Legal Services means the following services:

- Estate Resolution Services Certain probate services to be made available to Your or Your Spouse's estate upon Your or Your Spouse's death, respectively. These services provide representation and payment of legal fees for the executor or administrator of Your or Your Spouse's estate and include all court proceedings needed to transfer probate assets from Your or Your Spouse's estate to Your or Your Spouse's heirs, respectively; the correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings. The service also includes telephone and office consultations with beneficiaries related to probating the covered estate.
- Will Preparation A service covering the preparation of wills, codicils, living wills and powers of attorney (when You or Your Spouse are granting the power) for You or Your Spouse. The creation of any testamentary trust is covered. The service does not include tax planning.

**Eligible Employee** means each employee who is insured under the Policyholder's plan of group supplemental life insurance with Metropolitan Life Insurance Company (MetLife).

Hyatt means Hyatt Legal Plans, Inc., a Delaware Corporation.

**Legal Services Plan or Plan** means the group policy to provide insurance for Covered Legal Services.

MetLife means Metropolitan Life Insurance Company.

Plan Attorney means an attorney who has contracted with Hyatt to provide Covered Legal Services.

Spouse means Your lawful Spouse or Qualified Domestic Partner or Civil Union Partner.

**Qualified Domestic Partner or Civil Union Partner** means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit provided by the Policyholder or (b) as required by applicable law.

We, Us and Our means Hyatt Legal Plans, Inc.

You and Your means an Eligible Employee.

# **How the Group Legal Services Plan Works**

To use the Group Legal Services Plan for Will Preparation, You can call Hyatt. You should be prepared to identify Yourself as a participant in the Will Preparation Service Plan.

To use the Group Legal Services Plan for Estate Resolution Services, the executor or administrator of Your or Your deceased Spouse's estate should call Hyatt and be prepared to identify themselves as the executor or administrator of the deceased's estate.

In either situation when calling Hyatt, the Client Service Representative who answers the call will:

- make an initial determination of whether and to what extent the matter is covered;
- give a case number (a new case number will be needed for each new matter);
- give the telephone number(s) and location of the nearest Plan Attorney(s); and
- answer questions about the Plan.

A Plan Attorney or a non-Plan Attorney may be used.

If a Plan Attorney is used, the Plan Attorney will provide the Covered Legal Services described above.

If a non-Plan Attorney is used, the plan member executor or administrator of the estate must notify Hyatt. Hyatt will send a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to Hyatt with the attorney's final bill. Within 60 days of Hyatt's receipt of the completed claim form and final bill, Hyatt will pay the claimant an amount equal to the lesser of the amount the claimant paid for the attorney's services and the amount stated in the Non-Plan Attorney Fee Schedule. The plan member, administrator or executor will be responsible for making payment to the non-Plan Attorney for any expenses or costs and/or fees incurred in excess of the amount paid by Hyatt.

If a claim is denied in whole or in part, Hyatt may be asked to provide a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

### **Exclusions**

Excluded services are those legal services that are not provided under the plan. No services can be provided for the following matters:

- Matters in which there is a conflict of interest between Your or Your Spouse's estate and the Policyholder;
- Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the deceased's estate:
- Any employment-related matter, including Policyholder or statutory benefits;
- Any dispute with the Policyholder, MetLife and affiliates and Plan Attorneys;
- Will Contests or litigation outside Probate Court;
- Appeals;
- Costs, expenses to a third party or fines; or
- Frivolous or unethical matters.

# **Requirements for Coverage**

All Eligible Employees are participants in the Plan. Because this is a Non-Contributory Plan, You do not need to contribute to the cost of coverage. You will be a participant in the Plan on the later of the Group Policy Effective Date or the date You become an Eligible Employee

# **How Insurance Coverage Ends**

Your insurance coverage will end upon the first of the following to occur:

- the date the Group Legal Services Policy ends, or
- the last day of the month in which You cease to be an Eligible Employee.

# Other Important Information

Plan Attorneys may not request or accept additional compensation for providing Covered Legal Services, except for expenses or payments required to be made to third parties. Complaints regarding the conduct of an attorney who provides Covered Legal Services under the Plan may be made to the state bar association. If, at any time, a question or concern arises about the Covered Legal Services received, please call Hyatt. Hyatt and Hyatt Legal Plans of Florida, Inc. will work hard to fix the problem.

Nothing contained in this certificate is intended to interfere with freedom of choice in the selection of an attorney or with the attorney-client relationship.

THIS IS THE END OF THE LEGAL SERVICES INSURANCE CERTIFICATE	