# YOUR BENEFIT PLAN

## West Virginia Public Employees Insurance Agency (PEIA)

## All Full-Time members (including elected officials) of a Participating Employer

Elected official who work Full-Time in an elected position

Members of the West Virginia Legislature

Members of the West Virginia Board of Education

Permanent Full-Time substitute teachers working on a contract of 90-days or more per school year

Elected members of a county board of education

School service members eligible under W.VA. Code, Chapter 18A

**Basic Life Insurance** 

Supplemental Life Insurance

**Dependent Life Insurance** 

Accidental Death and Dismemberment Insurance

Supplemental Accidental Death and Dismemberment Insurance

Dependent Accidental Death and Dismemberment Insurance

Certificate Date: July 1, 2022

Certificate Number 1



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

### CERTIFICATE RIDER

Group Policy No.:	150596-2-G
Policyholder:	West Virginia Public Employees Insurance Agency (PEIA)
Effective Date:	July 1, 2022

The Certificate is changed as shown below:

The Certificate is revised to add the following:

#### "How We Will Pay Benefits

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

- 1. by check;
- 2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- 3. 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."

#### This rider is to be attached to and made a part of the Certificate



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.

MetLife Toll Free Number(s): For Claim Information	FOR LIFE CLAIMS: 1-888-466-8640
Type of Insurance:	Term Life & Accidental Death and Dismemberment Insurance
Group Policy Number.	150596-2-G
Policyholder:	West Virginia Public Employees Insurance Agency (PEIA)

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 BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE: You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

#### 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.

## NOTICE FOR RESIDENTS OF TEXAS

#### Have a complaint or need help?

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

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

#### Metropolitan Life Insurance Company

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

#### Call: Corporate Consumer Relations Department at 1-800-438-6388

#### Toll-free: 1-800-438-6388

Email: Johnstown\_Complaint\_Referrals@metlife.com

Mail: Metropolitan Life Insurance Company 700 Quaker Lane 2nd Floor Warwick, RI 02886

#### The Texas Department of Insurance

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

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

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

#### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

#### Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

#### Teléfono gratuito: 1-800-438-6388

Correo electrónico: Johnstown\_Complaint\_Referrals@metlife.com

Dirección postal: Metropolitan Life Insurance Company 700 Quaker Lane 2nd Floor Warwick, RI 02886

#### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

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

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

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

# 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 Dependent 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.

## 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.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department Consumer Services Division 1 Commerce Way, Suite 102 Little Rock, Arkansas 72202

## 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 CALIFORNIA

If Your certificate includes an exclusion for 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 a similar exclusion), We will adjudicate your claim as follows:

We will exclude any Covered Loss as a consequence of being under the influence of any intoxicant or controlled substance unless administered on the advice of a Physician.

## 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, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting 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 RESIDENTS OF MAINE

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as for nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You or any person authorized to act on Your behalf may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

## 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 BASIC OR SUPPLEMENTAL OR 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 You or Your Dependents.

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

- Your right to elect to continue Life Insurance for You or Your Dependents;
- the amount You must pay each month to Your Participating 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 members in Your class for such insurance (this includes any premium amounts paid by the Participating Employer as well as the member).

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 You or 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 Participating 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 You or Your Dependents to end, then Your Participating 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 members or for the class of members 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, 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 You or Your Dependents, the date You or 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, You or 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 YOU and LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU and 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.

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

#### Effect of Previous Conversion

If You or 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, or 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.

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"

#### 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.

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 PARTICIPATING EMPLOYER TO DETERMINE WHETHER YOUR PARTICIPATING 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 provision means that due to injury or sickness, You are 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

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

   \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$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 THE STATE OF VERMONT

Vermont law provides that the following apply to Your certificate:

**Domestic Partner** means each of two people, one of whom is a member 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.

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

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

## 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 BureauOf Insurance@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 THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

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

**Domestic Partner** means each of two people, one of whom is a member 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.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

## NOTICE FOR RESIDENTS OF WASHINGTON

This non-insurance benefit does not constitute an insurance funded prearrangement contract, pursuant to RCW 18.39.255.

Members who become insured for MetLife Supplemental Life Insurance and/or non-contributory Basic Life Insurance under the Group Policy are eligible to receive discounts of up to 10% off the service provider's standard price for certain funeral services including funeral, cremation and cemetery products and services provided by a third party national network of funeral and funeral planning providers while such insurance remains in effect. Members who become insured for MetLife Supplemental Life Insurance and/or noncontributory Basic Life Insurance will also have access to funeral planning resources including funeral planning tools and concierge services provided by the same national network of providers. MetLife has arranged for these services and discounts to be provided to members and their spouses for no additional premium. MetLife is not responsible for providing or failing to provide these services nor is it liable for any negligence in the provision of such services by the third party service provider.

The discounts and planning services are not available in all jurisdictions and are subject to regulatory approval.

A Digital Estate Planning Platform is included with Supplemental Life Insurance at no additional cost. MetLife has arranged for this Platform to be provided by MetLife Legal Plans, Inc., a MetLife affiliate. The Platform will be made available to members and their Spouses so they can create estate planning documents through legalplans.com/estateplanning.

#### 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.

## 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.

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## 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**

#### Life Insurance For You

#### **Basic Life Insurance**

For Active Members	\$10,000
Accelerated Benefit Option	None

## Supplemental Life Insurance

Option 1	\$5,000
Option 2	\$10,000
Option 3	\$20,000
Option 4	\$30,000
Option 5	\$40,000
Option 6	\$50,000
Option 7	\$60,000
Option 8	\$75,000
Option 9	\$80,000
Option 10	\$100,000
Option 11	\$150,000
Option 12	\$200,000
Option 13	\$250,000
Option 14	\$300,000
Option 15	\$350,000
Option 16	\$400,000
Option 17	\$450,000

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## SCHEDULE OF BENEFITS (continued)

Option 18	\$500,000
Minimum Supplemental Life Benefit	\$5,000
Maximum Supplemental Life Benefit	\$500,000
Non-Medical Issue Amount	\$100,000
Accelerated Benefit Option	Up to 100% of Your Supplemental Life amount not to exceed \$500,000

## 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 MetLife 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 provides for certain 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.

## **SCHEDULE OF BENEFITS (continued)**

## 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 Basic AD&D

For Active Members ..... \$10,000

#### Additional Benefits: NONE

#### Schedule of Covered Losses for 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	
	50%
Loss of a foot permanently severed at or above	
the ankle	50%
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	75%
Paralysis of the arm and leg on either side of the body	50%

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

#### Full Amount for Supplemental AD&D

For Active Members	An amount equal to Your Supplemental Life Insurance
Minimum Supplemental Accidental Death and Dismemberment Full Amount	\$5,000
Maximum Supplemental Accidental Death and Dismemberment Full Amount	\$500,000

#### Additional Benefits: NONE

# Schedule of Covered Losses for Supplemental 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	50%
Loss of a foot permanently severed at or above	
the ankle	50%
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	75%
Paralysis of the arm and leg on either side of the body	50%

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

#### For Basic Life and Accidental Death and Dismemberment Insurance:

# If You Are Age 65 Or Older (Not applicable to Continuation Eligible Insurance described in the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED)

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 Basic Life Insurance and Basic 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 Basic Life Insurance and Basic 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 Member	Percentage
65 but less than 70	65%
70 or older	50%

**Note:** The above changes will take effect on the first day of the calendar month following the date You attain the age shown above.

# If You Are Age 65 Or Older (Applicable to Continuation Eligible Insurance described in the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED)

The amount of Your Basic Life 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.

<u>Age of Member</u>	<u>Percentage</u>
65 but less than 70	50%
70 or older	25%

**Note:** The above changes will take effect on the first day of the calendar month following the date You attain the age shown above.

#### For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance:

#### 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 and Supplemental 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 and Supplemental 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:

<u>Age of Member</u>	<u>Percentage</u>
65 but less than 70	65%
70 or older	45%

**Note:** The above changes will take effect on the first day of the calendar month following the date You attain the age shown above.

# Life Insurance For Your Dependents

For Active Members:	
Option 1	
For Your Spouse	\$5,000
For each of Your Children	\$2,000
Option 2	
For Your Spouse	\$10,000
For each of Your Children	\$4,000
Option 3	
For Your Spouse	\$15,000
For each of Your Children	\$7,500
Option 4	
For Your Spouse	\$20,000
For each of Your Children	\$10,000
Option 5	
For Your Spouse	\$40,000
For each of Your Children	\$15,000
Minimum Spouse Dependent Life Benefit	\$5,000
Maximum Spouse Dependent Life Benefit	\$40,000
Non-Medical Issue Amount	\$20,000
Minimum Child Dependent Life Benefit	\$2,000
Maximum Child Dependent Life Benefit	\$15,000

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

# Full Amount for Dependent AD&D

For Active Members:

For Your Spouse and Child (ren)	An amount equal to the amount of Life Insurance for Your Dependents
Minimum Spouse Dependent Accidental Death and Dismemberment Full Amount	\$5,000
Amount	φ0,000

Maximum Spouse Dependent Accidental Death and Dismemberment Full Amount	\$40,000
Minimum Child Dependent Accidental Death and Dismemberment Full Amount	\$2,000
Maximum Child Dependent Accidental Death and Dismemberment Full Amount	\$15,000

#### Additional Benefits: 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	50%
Loss of a foot permanently severed at or above	
the ankle	50%
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	75%
	50%

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

### 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), stepchild; or a child for whom You have a court order to provide coverage; and who, in each case, is under age 26.

For the purposes of determining who may become covered for insurance, the term also 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 a member.

**for Dependent 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), stepchild; or a child for whom You have a court order to provide coverage; and who, in each case, is under age 26.

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 a member.

**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, Supplemental Accidental Death and Dismemberment Insurance, Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance.

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

**Full-Time** means a permanent position that is considered full-time by the participating agency and that requires services to be performed at least 20 hours-a-week, unless otherwise exempt under the provisions of the West Virginia Code.

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.

**Noncontributory Insurance** means insurance for which the Policyholder does not require You to pay any part of the premium.

#### Participating Employer means:

- State of West Virginia;
- West Virginia Legislature;
- West Virginia State colleges and universities;
- County boards of education to include elected members of the boards of education;
- Counties, cities, or towns (if the Participating Employer elects to participate in the PEIA Plan);
- Comprehensive community mental health centers and mental retardation centers authorized pursuant to West Virginia Code;
- Other individuals and government bodies specified in the West Virginia Code, (if the Participating Employer elects to participate in the PEIA Plan).

# **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. Such person 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.

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 a member 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 members (including elected officials) of a Participating Employer.
- Elected official who work Full-Time in an elected position.
- Members of the West Virginia Legislature.
- Members of the West Virginia Board of Education.
- Permanent Full-Time substitute teachers working on a contract of 90-days or more per school year.
- Elected members of a county board of education.
- School service members eligible under W.VA. Code, Chapter 18A.

#### 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 July 1, 2022, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after July 1, 2022, You will be eligible for insurance on the first day of the calendar month following 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.

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

#### **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.

If You enroll for Supplemental Life Insurance You will also be enrolled for Supplemental Accidental Death and Dismemberment Insurance.

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

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

when You are first eligible, if You have a Qualifying Event or at any other time during the year. You should contact the Policyholder for more information regarding the benefits plan.

# ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

#### DATE YOUR CONTRIBUTORY INSURANCE TAKES EFFECT

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

If You complete the enrollment process within the two calendar months immediately following Your date of hire, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the calendar month following the date of Your request, if You are Actively at Work on that date.
- if You are required to give evidence of Your insurability and We determine that You are insurable, the benefit will take effect on the date We state in Writing, provided You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance Supplemental Life Insurance does not require evidence of Your insurability, but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

If You do not complete the enrollment process within the two calendar months immediately following Your date of hire, You will be able to enroll for insurance if You have a Qualifying Event or at any other time during the year. 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 Due to a Qualifying Event

Under the rules of the benefit plan, You may enroll for insurance for which You are eligible or change the amount of Your insurance only if You have a Qualifying Event.

#### Qualifying Event includes:

- marriage;
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment.

If You have a Qualifying Event, You will have the month in which You have a Qualifying Event or within the two calendar months immediately following the month in which You have a Qualifying Event to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event will take effect as follows:

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the calendar month following the date of Your request, if You are Actively at Work on that date.
- for any amount for which You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

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.

# ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

#### Enrollment At Any Time Other than Due to a Qualifying Event

At any time during the year, You may enroll for insurance for which You are eligible or choose a different option than the one for which You are currently enrolled. You are **required** to give evidence of Your insurability for Supplemental Life Insurance and if We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. Supplemental Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Supplemental Life Insurance takes effect.

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. For a Contributory Life Insurance Benefit to take effect, in addition to having been Actively at Work on the date the insurance benefit is to take effect, You must also have been Actively at Work for at least 20 hours during the 7 calendar days preceding that date.

#### DATE YOUR NONCONTRIBUTORY INSURANCE TAKES EFFECT

#### **Rules for Noncontributory Insurance**

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

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

#### 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 last day of the calendar month in which You cease to be in an eligible class; or
- 4. the end of the period for which the last premium has been paid for You; or
- 5. the last day of the calendar month in which Your voluntary 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
- 6. the last day of the calendar month after three months in which Your involuntary 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.

Please refer to the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning continuation 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 members (including elected officials) of a Participating Employer.
- Elected official who work Full-Time in an elected position.
- Members of the West Virginia Legislature.
- Members of the West Virginia Board of Education.
- Permanent Full-Time substitute teachers working on a contract of 90-days or more per school year.
- Elected members of a county board of education.
- School service members eligible under W.VA. Code, Chapter 18A.

#### 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 described in this certificate on the latest of:

- 1. July 1, 2022; and
- 2. the first day of the calendar month following the date You enter a class eligible for insurance; and
- 3. the date You obtain a Dependent.

#### ENROLLMENT PROCESS

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

If You enroll for Dependent Life Insurance You will also be enrolled for Dependent Accidental Death and Dismemberment Insurance.

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

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

when You are first eligible, if You have a Qualifying Event, or at any other time during the year. You should contact the Policyholder for more information regarding the benefits plan.

# ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

#### DATE CONTRIBUTORY INSURANCES TAKES EFFECT FOR YOUR DEPENDENTS

#### Enrollment When First Eligible

If You complete the enrollment process for Dependent insurance within the two calendar months immediately following Your date of hire, such insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of insurability, such insurance will take effect on the first day of the calendar month following the date of Your request, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.
- if the Dependent is **required** to give evidence of insurability and We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, 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 Accidental Death and Dismemberment Insurance, but such insurance will not take effect until the day the Dependent Life Insurance takes effect.

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 the two calendar months immediately following Your date of hire, You will be able to enroll for Dependent insurance if You have a Qualifying Event or at any other time during the year. 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 Due to a Qualifying Event**

Under the rules of the benefit plan, You may enroll for Dependent insurance for which You are eligible or change the amount of Your Dependent insurance only if You have a Qualifying Event.

#### Qualifying Event includes:

- marriage;
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment.

If You have a Qualifying Event, You will have the month in which You have a Qualifying Event or within the two calendar months immediately following the month in which You have a Qualifying Event to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of insurability, such insurance will take effect on the first day of the calendar month following the date of Your request, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.
- if the Dependent is **required** to give evidence of insurability and We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, 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 Accidental Death and Dismemberment Insurance, but such insurance will not take effect until the day the Dependent Life Insurance takes effect.

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

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 insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

#### Enrollment At Any Time Other than Due to a Qualifying Event

At any time during the year, You may enroll for Dependent insurance for which You are eligible or change the amount of Your Dependent insurance. Your Dependent Spouse is **required** to give evidence of insurability for Dependent Life Insurance and if We determine that Your Dependent Spouse is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below. The Dependent Insurance, but such insurance will not take effect until the day the Dependent Life Insurance takes effect. Your Dependent Child is **not required** to give evidence of insurability for Dependent Life Insurance and such insurance will take effect even if Life Insurance for Your Dependent Spouse be not take effect.

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; 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; or
- Hospitalized.

#### **Insurance For Your First Child**

If You are or become eligible for Dependent Life Insurance AND Dependent Accidental Death and Dismemberment Insurance at the time of Your first child's live birth, that newborn Child will be covered for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance, without enrollment, during the two calendar months immediately following Your first child's live birth. For coverage to continue after the two calendar months immediately following Your first child's live birth, You must enroll the Child for such insurance before the end of the two calendar months immediately following Your first child's live birth.

Similarly, if You are or become eligible for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance, and Your first Child is other than a newborn Child, that Child will be covered for Dependent Life Insurance and Dependent Accidental Death and Dismemberment without enrollment, for two calendar months immediately following qualification as Your Dependent under the definition of Child. For coverage to continue after the two calendar months immediately following the qualification of Your Dependent under the definition of Child, You must enroll the child for such insurance before the end of the two calendar months following the qualification as Your Dependent under the definition of Child, so the calendar months following the qualification as Your Dependent under the definition of the two calendar months following the qualification as Your Dependent under the definition of Child, so the calendar months following the qualification as Your Dependent under the definition of Child, so the two calendar months following the qualification as Your Dependent under the definition of Child, so the two calendar months following the qualification as Your Dependent under the definition of Child,

If the insurance ends because You do not enroll, the end of such insurance will not give rise to either an option to convert such insurance.

# ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

The amount of Insurance is shown in the Schedule of Benefits. If there are different Benefit Amounts of Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance provided to members of Your class, then the amount of insurance provided for Your First Child shall be the lowest amount of such insurance available to members of Your class.

#### 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, 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 last day of the calendar month in which You cease to be in an eligible class; or
- 6. the date Your member 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; or
- 10. the last day of the calendar month in which Your voluntary 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. the last day of the calendar month after three months in which Your involuntary 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
- 12. the last day of the calendar month You retire in accordance with the Policyholder's retirement plan; 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 and Your Dependents were Covered Under the Prior Plan on the Day Before the Replacement Date:

- 1. Actively at Work on the Replacement Date If 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 Member Coverage. The amount of the Active Member 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 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 Member 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 Member 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 and Your Dependents 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 FOR 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 THE POLICYHOLDER'S OPTION

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

- 1. if You cease Active Work due to injury or sickness, for a period in accordance with the Policyholder's general practice for a member in Your job class;
- 2. if You cease Active Work due to strike, for a period in accordance with the Policyholder's general practice for a member in Your job class;
- 3. if You cease Active Work due to layoff, for a period in accordance with the Policyholder's general practice for a member in Your job class;
- 4. if You cease Active Work due to any other Policyholder approved leave of absence, for a period in accordance with the Policyholder's general practice for a member in Your job class.

The Policyholder's general practice for members in a job class determines which members 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**

We require evidence of insurability satisfactory to Us as follows:

1. in order to become covered for an amount of Supplemental Life Insurance greater than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of Your insurability, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to the Non-Medical Issue Amount.

2. if You make a request within the month in which You have a Qualifying Event or within the two calendar months immediately following the month in which You have a Qualifying Event to increase the amount of Your Supplemental Life Insurance by more than one level **above** Your current amount of Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance if it is below the Non-Medical Issue Amount will be increased by one level but not to exceed the Non-Medical Issue Amount.

3. if You make a request within the month in which You have a Qualifying Event or within the two calendar months immediately following the month in which You have a Qualifying Event to increase the amount of Your Supplemental Life Insurance which is at or **below** the Non-Medical Issue Amount to an option **above** the Non-Medical Issue Amount.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to the Non-Medical Issue Amount.

4. if You make a request within the month in which You have a Qualifying Event or within the two calendar months immediately following the month in which You have a Qualifying Event to increase the amount of Your Supplemental Life Insurance which is **above** the Non-Medical Issue Amount to a greater amount.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will not be increased.

5. if You make a late request for more than one level of coverage due to a Qualifying Event for Supplemental Life Insurance. A late request is one made more than two calendar months immediately following Your date of hire after You become eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will not be more than the first level of coverage.

6. if You make a request other than due to a Qualifying Event, to increase the amount of Your Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will not be increased.

7. if You make a late request other than due to a Qualifying Event, for Supplemental Life Insurance. A late request is one made more than two calendar months immediately following Your date of hire after You become eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

8. in order to become covered for an amount of Life Insurance for Your Dependent Spouse greater than the Non-Medical Issue Amount for Your Dependent Spouse as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of the insurability of Your Dependent Spouse, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependent Spouse will be limited to the Non-Medical Issue Amount for Your Dependent Spouse.

9. if You make a request within the month in which You have a Qualifying Event or within the two calendar months immediately following the month in which You have a Qualifying Event to increase the amount of Life Insurance for Your Dependent Spouse.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependent Spouse will not be increased.

# EVIDENCE OF INSURABILITY (continued)

10. if You make a late request due to a Qualifying Event for Life Insurance for Your Dependent Spouse. A late request is one made more than two calendar months immediately following Your date of hire after You become eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependent Spouse will not be covered for Life Insurance.

11. if You make a request other than due to a Qualifying Event to increase the amount of Life Insurance for Your Dependent Spouse.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependent Spouse will not be increased.

12. if You make a late request other than due to a Qualifying Event for Life Insurance for Your Dependent Spouse. A late request is one made more than two calendar months immediately following Your date of hire after You become eligible for Life Insurance for Your Dependent Spouse.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependent Spouse will not be covered for Life Insurance.

The evidence of insurability is to be given at Your expense.

# 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 12 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 \$20,000; 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 Us 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 12 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.

Scheduled End of an ABO Eligible Life Insurance Benefit. If an ABO Eligible Life Insurance benefit is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

**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: 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 3 continuous years and the Group Policy has been in effect for at least 5 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 3 continuous years and the Group Policy has been in effect for at least 5 years; or
- B. Your life insurance is reduced:
  - on or after the date You attain age 65;
  - 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 the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your life insurance ends or is reduced, the Application Period begins on the date that such life insurance ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your life insurance ends or is reduced, the Application Period begins on the date such life insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from 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;

# LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

- C. if insurance ends:
  - due to the end of Your employment or because You cease to be in an eligible class, the new policy may be on any form then customarily offered by Us; at Your option, the new policy may be preceded by a one year term policy; or
  - for other reasons or is reduced, 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.

#### 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 CONTINUATION OF CERTAIN 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 SPOUSE

If life insurance for Your Spouse 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 Your Spouse ("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 Your Spouse's insurability will not be required.

#### When You or Your Spouse Will Have the Option to Convert

You will have the option to convert life insurance for Your Spouse when:

- A. life insurance for Your Spouse 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 Your Spouse for at least 3 continuous years and the Group Policy has been in effect for at least 5 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 Your Spouse for at least 3 continuous years and the Group Policy has been in effect for at least 5 years; or
- B. life insurance for Your Spouse is reduced:
  - on or after the date You attain age 65;
  - 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 Your Spouse, You will not have the option to convert that amount at a later date.

Your Spouse will have the option to convert if Life Insurance for Your Spouse ends because of Your death.

#### **Application Period**

If You or Your Spouse opt to convert as stated above, We must receive a completed conversion application form within the Application Period described below.

If Written notice of the option to convert is given within 15 days before or after the date life insurance for a Dependent ends or is reduced, the Application Period begins on the date that such life insurance ends or is reduced and expires 31 days after such date.

If Written notice of the option to convert is given more than 15 days after the date life insurance for Your Spouse ends or is reduced, the Application Period begins on the date such life insurance ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Life Insurance for Your Spouse 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 Your Spouse; and
  - the premium due for such new policy;

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

- 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;
  - Your Spouse's class of risk; and
  - the Dependent's age;
- C. If Life Insurance for Your Spouse ends:
  - due to the end of Your employment or because You cease to be in an eligible class, the new policy may be on any form then customarily offered by Us; at Your Spouse's option, the new policy may be preceded by a one year term policy; or
  - for other reasons or is reduced, 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 Your Spouse 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 Your Spouse ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for Your Spouse 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 Your Spouse that ends under this Group Policy less the amount of life insurance for Your Spouse 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 YOUR SPOUSE DIES

#### If Your Spouse Dies Within the 31 Days After Life Insurance for Your Spouse Ends Or Is Reduced

If Your Spouse dies within 31 days after the date life insurance for Your Spouse ends or is reduced by an amount eligible for convert, Proof of Your Spouse'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 Your Spouse 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 CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED

If You become Totally Disabled while You are insured for Continuation Eligible Insurance under this policy, You may qualify to continue certain insurance under this section. If continued, premium payment will not be required. We will determine if You qualify for this continuation 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 Continuation Eligible Insurance.

Your Total Disability must continue without interruption from the date You became Totally Disabled through the end of the Continuation Waiting Period.

#### DEFINITIONS

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

• Basic Life Insurance;

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

Continuation Eligible Insurance does not include:

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

**Continuation Waiting Period** means the period which starts on the date You become Totally Disabled and ends 9 consecutive months later.

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.

#### TOTAL DISABILITY AND PROOF REQUIREMENTS

If You become disabled You should contact Us as soon as reasonably possible. After the Continuation Waiting Period ends, You must send Us Proof that You were Totally Disabled with no interruption throughout the Continuation Waiting Period. You must do this within the time frame specified in the section entitled FILING A CLAIM.

As part of such Proof, We may choose a Physician to examine You to verify that You are Totally Disabled. We will pay for the exam.

After We receive and review Your Proof, We will determine if You qualify. We will notify You in writing of Our decision.

To verify that You continue to be Totally Disabled without interruption, We may require from time to time that You send Us Proof that You continue to be Totally Disabled. We will not ask for Proof more than once each year.

#### IF YOU DIE DURING CONTINUATION

If You die during the continuation, Proof of the death 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 We informed You that the continuation was approved until the date of the death.

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.

# ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED (continued)

#### EFFECT OF PREVIOUS CONVERSION

If You converted any portion of Your Continuation 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 such individual policy is not returned 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.

#### DATE CONTINUATION ENDS

- 1. the date You die;
- 2. the date Your Total Disability ends;
- 3. the date You do not give Us Proof of Total Disability, as required; or
- 4. the date You refuse to be examined by Our Physician, as required.

#### Option To Convert Your Continuation Eligible Life Insurance

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the conversion option described in those sections if before the end of the Application Period for conversion You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to convert any of Your Continuation Eligible Life Insurance which You have already converted to an individual policy.

# 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 3 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. committing or attempting to commit a felony;
- 6. 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

7. war, whether declared or undeclared; or act of war, insurrection, rebellion or active participation in a riot.

#### **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.

# **FILING A CLAIM**

#### CLAIMS FOR LIFE INSURANCE BENEFITS

When there has been the death of an insured person, notify Us by calling 1-888-466-8640. This notice should be given to Us as soon as is reasonably possible after the death. The 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.

When a claimant files a claim to continue Life Insurance on account of Total Disability, notice and Proof should be sent to Us as soon as reasonably possible, but in any event must be received by Us within 12 months of the date the claimant became Totally Disabled, except in the case of legal incapacity of the claimant.

# FILING A CLAIM

#### CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When there has been a Covered Loss, notify Us by calling 1-888-466-8640. This notice should be given to Us as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The 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 3 years after the date such Proof is required.

# **GENERAL PROVISIONS**

#### Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. You may also assign Your Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

- 1. a Written form satisfactory to Us, affirming this assignment, has been completed;
- 2. the Written form has been Signed by You and the assignee(s);
- 3. the Policyholder acknowledges that Your Life Insurance and Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
- 4. the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment.

You may have made an irrevocable assignment under a group policy that the Group Policy replaces. In this case, We will recognize the assignee(s) under such assignment as owners of Your right, title and interest under the Group Policy if:

- 1. a Written form satisfactory to Us, affirming this assignment, has been completed;
- 2. the Written form has been Signed by You, the assignee(s) and the Policyholder; and
- 3. the Written form is delivered to Us for recording.

#### 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 Us using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Us 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 designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. 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.

# **GENERAL PROVISIONS (continued)**

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary if alive. If you are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. 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.

#### **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.

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



Delaware American Life Insurance Company MetLife Health Plans, Inc. MetLife Legal Plans, Inc. MetLife Legal Plans of Florida, Inc. Metropolitan General Insurance Company

Metropolitan Life Insurance Company Metropolitan Tower Life Insurance Company SafeGuard 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.

#### SECTION 1: Plan Sponsors and Group Insurance Contract Holders

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

#### **SECTION 2: Protecting Your Information**

We take important steps to protect your personal information. We treat it as confidential. We tell our members 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.

#### **SECTION 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 insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

#### SECTION 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, participating 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 •
- Work and work history
- •
- Finances Hobbies and dangerous activities

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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. Inc. ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at <u>www.mib.com</u>.

#### **SECTION 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

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

market new products to you
comply with applicable laws

#### **SECTION 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

#### **SECTION 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 <u>www.MetLife.com</u>. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at <u>HIPAAprivacyAmericasUS@metlife.com</u>, or call us at telephone number (212) 578-0299.

#### **SECTION 8: Accessing and Correcting Your Information**

You may ask us for a copy of the personal information we have about you. 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.

#### **SECTION 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. A detailed notice shall be furnished to you upon request. 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.

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

Phone: 1-800-821-6400

To designate your beneficiary, visit www.mybenefits.metlife.com; or call MetLife at 888-466-8640