## YOUR BENEFIT PLAN

## **Cleveland County Government**

Supplemental Life Insurance

Dependent Life Insurance

Supplemental Accidental Death and Dismemberment Insurance

Dependent Accidental Death and Dismemberment Insurance

All Full-Time Employees

Certificate Date: July 1, 2008

Cleveland County Government 311 East Marion Street Shelby, NC 28150

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

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

**Cleveland County Government** 



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

## **CERTIFICATE OF INSURANCE**

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

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

Policyholder:	Cleveland County Government
Group Policy Number:	137176-1-G
Type of Insurance:	Term Life & Accidental Death and Dismemberment Insurance
MetLife Toll Free Number(s): For Claim Information	FOR LIFE CLAIMS: 1-800-638-6420

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

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

#### 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.

## For Texas Residents:

## IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-638-6420

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

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104 Austin, TX 78714-9104 Fax # (512) 475-1771

Web: http://www.tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

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

#### ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document. Para Residentes de Texas:

## **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-6420

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104 Austin, TX 78714-9104 Fax # (512) 475-1771

Web: http://www.tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

#### DISPUTAS SOBRE PRIMAS O RECLAMOS: Si

tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

## UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## NOTICE FOR RESIDENTS OF ALL STATES

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

**DISCLOSURE**: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

**DISCLOSURE:** Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

## NOTICE FOR RESIDENTS OF ARKANSAS

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

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

Arkansas Insurance Department Consumer Services Division 1200 West Third Little Rock, Arkansas 72204-1904 1-800-852-5494

## NOTICE FOR RESIDENTS OF CALIFORNIA

#### **IMPORTANT NOTICE**

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

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 INSURANCE DEPARTMENT AT:

DEPARTMENT OF INSURANCE 300 SOUTH SPRING STREET LOS ANGELES, CA 90013 1 (800) 927-4357

## 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 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 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 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.

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.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

#### AT YOUR OPTION: OPTION 1 - CONTINUATION OF INSURANCE

If Life Insurance for You and Life Insurance for Your Dependents would otherwise end because You:

- cease Active Work due to termination of Your employment;
- are laid off; or
- cease to be in an eligible class;

You may continue such insurance.

If You continue such insurance, You may also continue any Accidental Death and Dismemberment that would otherwise end.

If You are eligible to continue insurance Your employer will notify You of:

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

For the first 18 months of continuation the amount of the premium You will be required to pay will not exceed the amount of premium required to be paid for active employees for such insurance (the amount that will be required includes any premium amounts previously paid by the employer as well as by You) All premium payments must be made directly to Us. You will be provided with payment instructions.

You will have 60 days to elect to continue insurance under this subsection. The 60 day period begins on the date insurance would otherwise end or on the date notice of the right to continue insurance is received by You, whichever is later. If You or a Dependent die during the 60 day election period, we will consider You to have elected to continue insurance under this subsection.

If You continue insurance under this subsection, any reduction(s) in insurance or increase(s) in premiums that would have applied if You were Actively at Work will apply to the continued insurance.

At the end of 18 months You may choose to continue the insurance under this subsection. If you choose to continue the insurance, We reserve the right to change premiums at that time, and may change premiums from time to time thereafter. All premium payments must be made directly to Us. We will provide a schedule of the new premiums and payment instructions.

In the alternative, at any time after you have been covered under this subsection for at least 18 months, You may instead, by making written request to Us, choose to continue insurance under the following subsection entitled AT YOUR OPTION: OPTION 2 - PORTABILITY.

#### End of Continuation

Continuation of insurance under this subsection will end on the earliest of:

- the date the group policy ends;
- the date You fail to make a required premium payment when due;

GCERT2000 notice/mnco

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (Continued)

- the date You become covered as an employee 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 meets the definition of Child; or
- with respect to You or Your Spouse, the date You or Your Spouse reach any applicable age limits.

When a continuation under this subsection ends (except if it is ending because you have become covered as an employee under this plan), the person(s) whose life insurance is ending may have the right to 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 or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of those sections, the end of this continuation will be considered the end of Your employment.

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

If You or a Dependent converted Life Insurance to an individual policy, and You die within the 60 day period to elect to continue insurance under this subsection, We will pay the insurance that could be continued under this subsection if such individual policy is returned to Us. If it is returned to Us, We will refund to You or Your Dependent's 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 only pay the Life Insurance in effect under the individual policy.

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

#### AT YOUR OPTION: OPTION 2 - PORTABILITY

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

After insurance has been continued under the subsection entitled AT YOUR OPTION: OPTION 1 - CONTINUATION OF INSURANCE for a period of 18 months You may, instead, choose to continue such insurance under this subsection as follows:

A written request to port coverage under this section must be sent to Us.

Evidence of insurability will not be required.

If a request is made under this subsection, We will issue a new certificate of insurance under a different group policy. The new certificate will explain the new insurance. The insurance under the new certificate may not be the same as the insurance that You were continuing under the subsection entitled AT YOUR OPTION: OPTION 1 - CONTINUATION OF INSURANCE.

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

- continuation of insurance under the section entitled AT YOUR OPTION: OPTION 1 CONTINUATION OF INSURANCE has not ended for any of the reasons stated in that subsection;
- We have not received notice from the Policyholder of its intent to end the Group Policy;

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (Continued)

- no application has been made to convert the insurance that is to be ported to an individual policy of Life Insurance; and
- the person making the request resides in a jurisdiction that permits portability.

If You or Your Dependent die after written request to port has been received by Us but before the new certificate has been issued We will determine the benefits payable as if the new certificate has been issued.

#### Amount of the New Certificate

The maximum amount of Your Supplemental Life Insurance that may be continued under this subsection is the lesser of:

- the total amount of all such insurance under the subsection entitled AT YOUR OPTION: OPTION 1 - CONTINUATION OF INSURANCE; and
- **\$1,000,000**.

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

The maximum Full Amount of Your Accidental Death and Dismemberment Insurance that may be continued under this subsection is the lesser of:

- the Full Amount of such insurance under the subsection entitled AT YOUR OPTION: OPTION 1 - CONTINUATION OF INSURANCE; and
- **\$1,000,000**.

The minimum Full Amount of Accidental Death and Dismemberment Insurance that may be continued is \$20,000.

The maximum amount of Life Insurance for Your Dependents that may be continued under this subsection is:

- the amount of such insurance under the subsection entitled AT YOUR OPTION: OPTION 1 -CONTINUATION OF INSURANCE; and,
- the amount of such insurance which is being continued on Your life;

The maximum Full Amount of Accidental Death and Dismemberment Insurance for Your Dependents that may be continued under this subsection is:

- the Full Amount of such insurance under the subsection entitled AT YOUR OPTION: OPTION 1 - CONTINUATION OF INSURANCE; and,
- the Full Amount of such insurance which is being continued on Your life;

#### Premiums for the New Certificate.

All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (Continued)

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

Any amount of Life Insurance not ported under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of those sections, the end of the continuation under "AT YOUR OPTION: OPTION 1 - CONTINUATION OF INSURANCE" will be considered the end of Your employment.

#### If You are Totally Disabled on the Date You Request to Port Insurance

If You are Totally Disabled on the date You request to port Your or Your Dependents insurance under this subsection, You may at a later date become approved for the continuation of insurance under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. If You are so approved, all insurance ported under this Portability subsection will end and We will return any premium paid by You for such insurance.

#### FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if that 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 under the Family and Medical Leave Act of 1993 (FMLA) for continuation of insurance. Please contact the Policyholder for information regarding the FMLA.

#### AT THE POLICYHOLDER'S OPTION

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

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

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (Continued)

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.

## 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.

## NOTICE FOR RESIDENTS OF NORTH CAROLINA

Read your Certificate Carefully.

## IMPORTANT CANCELLATION INFORMATION

## **Please Read The Provisions Entitled**

## DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

Found on Pages e/ee and e/dep

## NOTICE FOR RESIDENTS OF NORTH CAROLINA

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
- (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

## NOTICE FOR RESIDENTS OF PENNSYLVANIA

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

Insurance will continue if such Child:

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

#### NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

#### PEOPLE ENTITLED TO COVERAGE

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

#### POLICIES COVERED

• ULHIGA provides coverage for certain life, health and annuity insurance policies.

#### EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

#### LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

• \$100,000 in net cash surrender values.

## NOTICE FOR RESIDENTS OF UTAH (continued)

- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).
- Interest rates on some policies may be adjusted downward.

#### DISCLAIMER

#### PLEASE READ CAREFULLY:

COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.

COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.

THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.

INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.

THE ADDRESS OF ULHIGA AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.

Utah Life and Health Insurance Guaranty Association 955 E. Pioneer Rd. Draper, Utah 84114

Utah Insurance Department State Office Building, Room 3110 Salt Lake City, Utah 84114

## 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 Customer 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:

The Office of the Managed Care Ombudsman Bureau of Insurance P.O. Box 1157 Richmond, VA 23209 1-877-310-6560 - toll-free 1-804-371-9032 - locally <u>www.scc.virginia.gov</u> - web address <u>ombudsman@scc.virginia.gov</u> - email

Or:

The Virginia Department of Health (The Center for Quality Health Care Services and Consumer Protection) 3600 West Broad St Suite 216 Richmond, VA 23230 1-800-955-1819

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 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, NY 10166-0188 1-800-638-5433

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 266-0103 in Madison.

## TABLE OF CONTENTS

Section
---------

## Page

CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	
DEFINITIONS	
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU	
Eligible Classes	
Date You Are Eligible for Insurance	
Enrollment Process	
Date Your Insurance That Is Part Of The Flexible Benefits Plan Takes Effect	39
Date Your Insurance Ends	41
ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS	43
Eligible Classes For Dependent Insurance	43
Date You Are Eligible For Dependent Insurance	43
Enrollment Process	43
Date Insurance That Is Part Of The Flexible Benefits Plan Takes Effect For Your Dependents	44
Date Your Insurance For Your Dependents Ends	46
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT	48
For Mentally or Physically Handicapped Children	48
For Family And Medical Leave	48
At Your Option: Portability	
At The Policyholder's Option	50
EVIDENCE OF INSURABILITY	52
LIFE INSURANCE: FOR YOU	54
LIFE INSURANCE: FOR YOUR DEPENDENTS	55
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU	56
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE	58
LIFE INSURANCE: CONVERSION OPTION FOR YOU	60

## TABLE OF CONTENTS (continued)

Section	Page
LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS	62
ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DIS	ABLED.64
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	67
ADDITIONAL BENEFIT: SEAT BELT USE	69
ADDITIONAL BENEFIT: AIR BAG USE	70
ADDITIONAL BENEFIT: CHILD CARE	71
ADDITIONAL BENEFIT: CHILD EDUCATION	72
ADDITIONAL BENEFIT: SPOUSE EDUCATION	73
ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT	74
ADDITIONAL BENEFIT: COMMON CARRIER	75
FILING A CLAIM	76
GENERAL PROVISIONS	77
Assignment	77
Beneficiary	77
Suicide	77
Entire Contract	78
Incontestability: Statements Made by You	78
Misstatement of Age	79
Conformity with Law	79
Physical Exams	79
Autopsy	79

## 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.

#### BENEFIT

## **BENEFIT AMOUNTS AND HIGHLIGHTS**

#### Life Insurance For You

## Supplemental Life Insurance

For All Full-Time Employees who elect:

For Active Employees	An amount, elected by You, which is a multiple of \$10,000
Maximum Supplemental Life Benefit	The lesser of 5 times Your Basic Annual Earnings or \$500,000
Non-Medical Issue Amount	The lesser of 3 times Your Basic Annual Earnings or \$250,000
Accelerated Benefit Option	Up to 80% of Your Supplemental Life amount not to exceed \$400,000

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

If You elect Supplemental Life Insurance coverage, a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your 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.

## THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

If You elect 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 the Affiliate, while:

- Your Supplemental Life Insurance coverage is in effect under this Policy,
- and Premiums are paid via Payroll Deduction.

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.

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

## Full Amount for Supplemental AD&D

For All Full-Time Employees who elect:

For Active Employees	An amount equal to Your
	Supplemental Life Insurance

Maximum Supplemental Accidental Death and	
Dismemberment Full Amount	The lesser of 5 times Your Basic
	Annual Earnings or \$500,000

#### Additional Benefits:

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

# 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 but below the elbow	50%
Loss of a foot permanently severed at or above the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%

Loss of sight in one eye	50%	
<b>Loss of sight</b> 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%	
<b>Loss of speech</b> means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.		
Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.		
Paralysis of both arms and both legs	100%	
Paralysis of both legs	50%	
Paralysis of the arm and leg on either side of the body	50%	
Paralysis of one arm or leg	25%	
<b>Paralysis</b> means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.		
Brain Damage	100%	
<b>Brain Damage</b> means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.		
Coma	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months	

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

## Life Insurance For Your Dependents

For All Full-Time Employees who elect:

For Your Spouse	An amount, elected by You, which is a multiple of \$5,000
Maximum Spouse Dependent Life Benefit	\$100,000
Non-Medical Issue Amount	\$20,000
Accelerated Benefit Option	Up to 80% of Your Dependent Life amount not to exceed \$80,000
For each of Your Children:	
Under 6 Months	\$1,000
6 Months and Older	An amount, elected by You, which is a multiple of \$2,000
Maximum Child Dependent Life Benefit	\$10,000

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

## Full Amount for Dependent AD&D

For All Full-Time Employees who elect:

For Your Spouse and Child(ren)	An amount equal to the amount of Life Insurance for Your Dependents.
Maximum Dependent Accidental Death and Dismemberment Full Amount for Your Spouse	\$100,000
Maximum Dependent Accidental Death and Dismemberment Full Amount for Your Child(ren)	\$10,000

#### Additional Benefits:

Seat Belt Benefit	Yes
Air Bag Use Benefit	Yes
Hospital Confinement Benefit	NONE
Common Carrier Benefit	Yes

#### Schedule of Covered Losses

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

#### **Covered Losses**

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

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

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

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

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

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

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

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

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

Brain Damage ..... 100%

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

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

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

## 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.

**Basic Annual Earnings** means Your gross annual rate of pay as determined by Your Policyholder, excluding overtime and other extra pay. "Basic Annual Earnings" for You if You are a salesman includes commissions and/or bonuses which shall be averaged for the most recent 12 month period.

**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 Life Insurance, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild who is:

- under age 19 unmarried and supported by You; or
- under age 26 and who is:
  - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
  - unmarried;
  - supported by You; and
  - not employed on a full-time basis.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

For Texas residents Child means the following for Life Insurance:

• Your natural child, adopted child or stepchild who is under age 25 and unmarried. **The term also** includes Your grandchild who is under age 25, unmarried and who was able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Life Insurance.

A child will be considered Your adopted child during the period You are party to a suit in which You are seeking the adoption of the child.

#### The term does not include any person who:

- Is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

## **DEFINITIONS** (continued)

**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), or stepchild who is:

- under age 19 unmarried and supported by You; or
- under age 26 and:
  - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located; and
  - unmarried; and
  - supported by You; and
  - not employed on a full-time basis.

For Texas residents **Child** means the following **for Accidental Death and Dismemberment Insurance**:

• Your natural child, adopted child or stepchild who is under age 25 and unmarried. **The term also** includes Your grandchild who is under age 25, unmarried and who was able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Accidental Death and Dismemberment Insurance.

A child will be considered Your adopted child during the period You are party to a suit in which You are seeking the adoption of the child.

The term does not include any person who is insured under the Group Policy as an employee.

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

#### The term does not include:

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

**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 Active Work on the Policyholder's regular work schedule for the eligible class of employees to which You belong. The work schedule must be at least 20 hours a week.

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

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

# **DEFINITIONS** (continued)

## 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.

## Physician means:

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

## The term does not include:

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

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

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

Proof must be provided at the claimant's expense.

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

**Spouse** means Your lawful spouse.

# **DEFINITIONS** (continued)

The term does not include any person who:

- is in the military of any country or subdivision of any country
- is insured under the Group Policy as an employee.

## We, Us and Our mean MetLife.

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

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

# ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

## ELIGIBLE CLASS(ES)

## All Full-Time employees of the Policyholder.

## 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.

You will be eligible for insurance described in this certificate on the later of:

- 1. July 1, 2008; and
- 2. the first day of the calendar month following the date You complete the Waiting Period of 30 days.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

## **Previous Employment With The Policyholder**

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

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

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

## ENROLLMENT PROCESS

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

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

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

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

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

## **Enrollment When First Eligible**

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible for such insurance 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 does not require evidence of Your Insurability but such insurance will not take effect until the day Your Life Insurance takes effect.

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

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work. In addition to having been Actively at Work on the date Your Contributory Life 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.

#### Enrollment During First Annual Enrollment Period Following the Date You Became Eligible

If You complete the enrollment process at the first annual enrollment period following the date You became eligible for such insurance, 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 month following the annual enrollment period, 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, 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 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. In addition to having been Actively at Work on the date Your Contributory Life 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.

#### **Enrollment During Any Subsequent Annual Enrollment Period**

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible or choose a different option than the one for which You are currently enrolled. The insurance enrolled for or changes to Your insurance made during an annual enrollment period will take effect 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 month following the annual enrollment period, 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 Life Insurance takes effect.

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

## **Enrollment Due to a Qualifying Event**

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

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.

## Qualifying Event includes:

- marriage;
- the birth, adoption or placement for adoption of a dependent child;
- divorce, legal separation or annulment;
- the death of a dependent;
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage;
- a change in Your or Your dependent's residence, if it causes You or Your dependent to gain or lose eligibility for group coverage;
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your dependent to gain or lose eligibility for group coverage;
- a significant curtailment in Your current option, a significant improvement in an option for which You are not enrolled, a significant increase or decrease in cost for one or more of the options under the Policyholder's plan or a new benefit option under the Policyholder's plan.

If You have a Qualifying Event, You will have 31 days from the date of that change 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 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 Life Insurance takes effect.

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

#### Increase in Insurance

An increase in insurance due to a change in class of employee or an increase in Your earnings will take effect as follows:

- if You are required to give evidence of insurability for the entire increase in insurance and We approve Your evidence of insurability, the increase will take effect on the date We state in Writing. If We do not approve Your evidence of insurability, or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are **required** to give evidence of insurability for a portion of the increase in insurance:
  - the portion of the increase in insurance that is not subject to evidence of insurability will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings.
  - if We approve Your evidence of insurability, the portion of the increase in insurance that is subject to evidence of insurability will take effect on the date We state in writing. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are **not required** to give evidence of insurability, the increase will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings.

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.

#### Decrease in Insurance

A decrease in insurance due to a change in class of employee or a decrease in Your earnings will take effect on the date of change.

If You make a Written application to decrease Your insurance, that decrease will take effect as of the date of Your application.

## DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

#### For all coverages

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

#### For Supplemental Life Insurance

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

## For Supplemental Accidental Death and Dismemberment Insurance

- the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 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 employees of the Policyholder.

## 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, 2008;
- 2. the date You enter a class eligible for insurance;
- 3. the date You obtain a Dependent; and
- 4. the first day of the calendar month following the date You complete the Waiting Period of 30 days.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

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

#### **ENROLLMENT PROCESS**

If You are eligible for Dependent insurance, You may enroll for such insurance by completing an enrollment form for each Dependent to be insured. In addition, each of Your Dependents must give evidence of his 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.

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

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

only at certain times. You should contact the Policyholder for more information regarding the flexible benefits plan.

When You become eligible under the flexible benefits plan, You may choose an option for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance.

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

## **Enrollment When First Eligible**

If You complete the enrollment process for Dependent insurance within 31 days of becoming eligible for insurance, such insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of his insurability, such insurance will take effect on the date You become eligible for such insurance if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.
- if the Dependent is **required** to give evidence of his 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.

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

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

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

## **Enrollment During the Annual Enrollment Period**

During any annual enrollment period, You may enroll for Dependent insurance for which You are eligible or change the amount of Your Dependent insurance. The insurance enrolled for or changes to Your insurance made during the annual enrollment period will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of his insurability, such insurance will take effect on the first day of the month following the annual enrollment period, 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 his 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.

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 flexible benefit plan, You may enroll for Dependent insurance for which You are eligible or change the amount of Your Dependent insurance between annual enrollment periods only if You have a Qualifying Event.

## Qualifying Event includes:

- marriage;
- the birth, adoption or placement for adoption of a dependent child;
- divorce, legal separation or annulment;
- the death of a dependent;
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage;
- a change in Your or Your dependent's residence, if it causes You or Your dependent to gain or lose eligibility for group coverage;
- a change in Your or Your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You or Your dependent to gain or lose eligibility for group coverage;
- a significant curtailment in Your current option, a significant improvement in an option for which You are not enrolled, a significant increase or decrease in cost for one or more of the options under the Policyholder's plan or a new benefit option under the Policyholder's plan.

If You have a Qualifying Event, You will have 31 days from the date of that change 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 his insurability, such insurance will take effect on the first day of the 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 his 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.

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.

## **Additional Requirement**

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

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

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

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

## Increase in Insurance for Your Dependents

An increase in insurance for Your Dependents due to a change in Your employee class will take effect as follows:

- if Your Dependents are **required** to give evidence of insurability for the entire increase and We approve the evidence of insurability, the increase will take effect on the date We state in Writing. If We do not approve the evidence of insurability, or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect.
- if Your Dependents are **required** to give evidence of insurability for a portion of the increase in insurance:
  - The portion of the increase in insurance that is not subject to evidence of insurability will take effect on the date of change.
  - if We approve the evidence of insurability, the portion of the increase in benefit that is subject to
    evidence of insurability will take effect on the date We state in writing. If We do not approve the
    evidence of insurability or You do not submit evidence of insurability for Your Dependent, the
    increase in insurance for Your Dependents will not take effect.
- If Your Dependents are **not required** to give evidence of insurability, the increase will take effect on the first of the month coincident with or next following the date of change.

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

#### **Decrease in Insurance for Your Dependents**

A decrease in insurance for Your Dependents due to a change in Your employee class will take effect on the date of change.

If You make a written application to decrease insurance for Your Dependents, that decrease will take effect as of the date of Your application.

## 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 date Insurance for Your Dependents ends under the Group Policy; or
- 6. the date Insurance for Your Dependents ends for Your class; or
- 7. the last day of the calendar month the person ceases to be a Dependent; or
- the last day of the calendar month in which Your employment ends; Your employment will end if You
  cease to be Actively at Work in any eligible class, except as stated in the section entitled
  CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 9. for Dependent Life Insurance and Accidental Death and Dismemberment Insurance, the last day of the calendar month You retire in accordance with the Policyholder's retirement plan; or
- 10. 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.

# 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 selfsustaining 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, but not more frequently than annually.

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 under the Family and Medical Leave Act of 1993 (FMLA) for continuation of insurance. Please contact the Policyholder for information regarding the FMLA.

## AT YOUR OPTION: PORTABILITY

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

For purposes of this subsection the term "Portability Eligible Insurance" refers to Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance. If insurance for Your Dependents is in effect, the term "Portability Eligible Dependent Insurance" refers to Life Insurance For Your Dependents and Accidental Death and Dismemberment Insurance for Your Dependents.

- 1. You may request in Writing during the Request Period specified below to continue Portability Eligible Insurance and Portability Eligible Dependent Insurance under another group policy if such insurance ends because:
  - Your employment ends; or
  - You cease to be in a class that is eligible for such insurance.
- 2. Your Dependent Spouse may request in Writing during the Request Period specified below to continue Portability Eligible Dependent Insurance on their life under another group policy if such insurance ends because Your marriage ends in divorce or annulment.
- 3. Your Dependent Spouse may request in Writing during the Request Period specified below to continue Portability Eligible Dependent Insurance on their life and Portability Eligible Dependent Insurance on the life of their Child(ren) under another group policy if such insurance ends because You die.

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

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

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

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS; and

• the person making the request resides in a jurisdiction that permits portability.

## **Request Period**

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

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

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

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

## Amount of the New Certificate

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

- the total amount of all such insurance in effect immediately prior to the date it ends; and
- for residents of all states other than Michigan the maximum amount is \$1,000,000. For residents of Michigan, the maximum amount is limited by law and effective July 1, 2007 the maximum amount is \$185,000.

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

The maximum Full Amount of Accidental Death and Dismemberment Insurance that may be continued is the lesser of:

- the Full Amount of such insurance in effect immediately prior to the date it ends; and
- for residents of all states other than Michigan the maximum amount is \$1,000,000. For residents of Michigan, the maximum amount is limited by law and effective July 1, 2007 the maximum amount is \$185,000.

The minimum Full Amount of Accidental Death and Dismemberment Insurance that may be continued is \$20,000.

The maximum amount of Life Insurance for Your Dependents that may be continued is:

- if You are making the request to continue such insurance, the lesser of:
  - the amount of such insurance in effect immediately prior to the date it ends; and,
  - the amount of such Portability Eligible Insurance which is being continued on Your life.
- if Your Dependent is making the request to continue such insurance, the amount of such insurance in effect immediately prior to the date it ends.

The maximum amount of Accidental Death and Dismemberment Insurance for Your Dependents that may be continued is:

# **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

- If You are making the request to continue such insurance, the lesser of:
  - the Full Amount of such insurance in effect immediately prior to the date it ends; and,
  - the Full Amount of Voluntary Accidental Death and Dismemberment Insurance which is being continued on Your life.
- If Your Dependent is making the request to continue such insurance, the Full Amount of such insurance in effect immediately prior to the date it ends.

## Premiums for the New Certificate

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

## Right to Convert Life Insurance Amounts Not Continued

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

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

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

## If a Dependent Dies Within 31 Days of the Date Portability Eligible Dependent Insurance Ends

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

## If You are Totally Disabled on the Date Your Employment Ends

If You are Totally Disabled on the date Your employment ends and You elect to continue Portability Eligible Insurance and/or Portability Eligible Dependent Insurance as provided in this subsection, You may at a later date become approved for continuation of insurance under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. If You are so approved, any insurance continued under this subsection or any new certificate provided under this subsection will end and We will return any premium paid by You for such insurance.

## AT THE POLICYHOLDER'S OPTION

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

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

# CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

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 **31 days of 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.

3. if You make a request during an annual enrollment period 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.

4. if You make a late request during an annual enrollment period to elect Supplemental Life Insurance. A late request is one made more than 31 days 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.

5. if You make a late request within **31 days of a Qualifying Event** to elect Supplemental Life Insurance. A late request is one made more than 31 days 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.

6. for Supplemental Life Insurance, if You were Hospitalized within 90 days preceding the date You enroll.

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.

7. 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.

8. if You make a request within **31 days of a Qualifying Event** to increase the amount of Your Life Insurance for 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.

9. if You make a request during an annual enrollment period to increase the amount of Your Life Insurance for 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 Your Dependent Spouse's Life Insurance will not be increased.

 if You make a late request during an annual enrollment period to elect Life Insurance for Your Dependent Spouse. A late request is one made more than 31 days after Your Dependent Spouse becomes 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.

# **EVIDENCE OF INSURABILITY (continued)**

11. if You make a late request within **31 days of Qualifying Event** to become covered for an amount of Life Insurance for Your Dependent Spouse greater than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS. A late request is one made more than 31 days after Your Dependent becomes 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 Life Insurance for Your Dependent Spouse will be limited to the Non-Medical Issue Amount for Your Dependent Spouse.

12. if Your Dependent Spouse was Hospitalized within 90 days preceding the date You enroll Your Dependent Spouse for Life Insurance.

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.

 if You make a late request during an annual enrollment period to elect Life Insurance for Your Dependent Child. A late request is one made more than 31 days after Your Dependent Child becomes eligible.

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

14. if You make a late request within **31 days of a Qualifying Event** to elect Life Insurance for Your Dependent Child. A late request is one made more than 31 days after Your Dependent Child becomes eligible.

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

15. if Your Dependent Child was Hospitalized within 90 days preceding the date You enroll Your Dependent Spouse for Life Insurance.

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 the Policyholder to obtain a claim form and information regarding the accelerated benefit.

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

## Accelerated Benefit Amount

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

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

**Scheduled Reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 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.

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

**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.

#### Effect of Payment of an Accelerated Benefit

**On premium for Your Life Insurance.** After We pay the accelerated benefit, any premium You are required to pay will be based upon the amount of Your Life Insurance remaining after the accelerated benefit is paid.

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

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

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

#### Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

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

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

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

**Terminally III or Terminal Illness** means that due to injury or sickness, Your Spouse is expected to die within 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 Life Insurance for the Terminally III Spouse equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse is Terminally III.

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

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

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

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

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

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

#### Accelerated Benefit Amount

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

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

**Scheduled reduction of Life Insurance for a Terminally III Spouse.** If the Life Insurance in effect for a Terminally III Spouse is scheduled to reduce within the 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 Life Insurance that will be in effect for Your Spouse immediately after the reduction(s) scheduled for such period.

**Scheduled end of Life Insurance for a Terminally III Spouse.** If the Life Insurance in effect for a Terminally III Spouse 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.

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 YOUR SPOUSE (continued)

#### Effect of Payment of an Accelerated Benefit

**On Premium for Life Insurance.** Any premium You are required to pay for Life Insurance for Your Spouse for whom We paid an accelerated benefit will be based upon the amount of Life Insurance for Your Spouse remaining after payment of the accelerated benefit.

**On Payment of Life Insurance at a Dependent's death.** The amount of Life Insurance that We will pay at death of Your Spouse for whom We paid an accelerated benefit will be decreased by the amount of the accelerated benefit paid by Us for such Dependent.

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

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

## Date Your Option to Accelerate Benefits Ends

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

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

# LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your Life Insurance ends 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:

- Your Life Insurance ends because:
  - You cease to be in an eligible class;
  - Your employment ends;
  - the Group Policy ends, provided You have been insured for Life Insurance for at least 5 years; or
  - the Group Policy is amended to end Life Insurance for an eligible class of which You are a member, provided You have been insured for Life Insurance for at least 5 years.

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

## **Application Period**

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

## **Option Conditions**

The option to convert is subject to these conditions:

- 1. Our receipt within the Application Period of:
  - Your Written application for the new policy; and
  - the premium due for such new policy;
- 2. the premium rates for the new policy will be based on:
  - Our rates then in use;
  - the form and amount of insurance;
  - Your class of risk; and
  - Your attained age when Your Life Insurance ends;
- 3. the new policy may be on any form then customarily offered by Us excluding term insurance;
- 4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
- 5. the new policy will take effect on the 32<sup>nd</sup> day after the date Your Life Insurance ends; this will be the case regardless of the duration of the Application Period.

# LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

## Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end 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 the 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 the Group Policy; or
- \$10,000.

If Your Life Insurance ends 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 the Group Policy.

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

If You die within 31 days after Your Life Insurance ends, 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 of Life Insurance You were entitled to convert.

## **Effect of Previous Conversion**

If You obtained a new policy under this conversion option because Your Life Insurance ended and such insurance is later continued under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED, We will only pay Your Life Insurance under such section if the new policy is returned to Us. If the new policy is returned to Us, We will refund to Your estate the premium paid for such policy without interest, less any debt incurred under such policy. If the new policy is not returned to Us, We will only pay the life insurance in effect under such new policy.

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

# LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

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

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

You will have the option to convert Life Insurance for a Dependent when:

- Life Insurance for the Dependent ends because:
  - You cease to be in an eligible class;
  - Your employment ends;
  - the Group Policy ends, provided You have been insured for Life Insurance for the Dependent for at least 5 years;
  - the Group Policy is amended to end Life Insurance for Dependents for an eligible class of which You are a member, provided You have been insured for Life Insurance for the Dependent for at least 5 years.

A Dependent will have the option to convert when Life Insurance ends because such Dependent ceases to qualify as a Dependent as defined in this certificate.

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

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

## **Application Period**

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

## **Option Conditions**

The option to convert is subject to these conditions:

- 1. Our receipt within the Application Period of:
  - a Written application for the new policy for the Dependent; and
  - the premium due for such new policy;
- 2. the premium rates for the new policy will be based on:
  - Our rates then in use;
  - the form and amount of insurance;
  - the Dependent's class of risk; and
  - the Dependent's attained age when Life Insurance for such Dependent ends;
- 3. the new policy may be on any form then customarily offered by Us excluding term insurance;
- 4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
- 5. the new policy will take effect on the 32<sup>nd</sup> day after the date Life Insurance for the Dependent ends; this will be the case regardless of the duration of the Application Period.

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

## Maximum Amount of the New Policy

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

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

If Life Insurance for a Dependent ends for any other reason 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 the Group Policy.

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

If a Dependent dies within 31 days after the date Life Insurance for the Dependent ends, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the amount of Life Insurance for the Dependent that could have been converted.

# 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

- Supplemental Life Insurance;
- Supplemental Accidental Death and Dismemberment Insurance if You continue Supplemental 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 purpose of this section, that due to an injury or sickness:

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

## TOTAL DISABILITY AND PROOF REQUIREMENTS

If 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.

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

# IF YOU DIE OR SUSTAIN A LOSS COVERED BY THE CONTINUED INSURANCE DURING CONTINUATION

If You die or sustain a loss for which You believe benefits may be payable 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 or the date of loss.

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

#### EFFECT OF PREVIOUS CONVERSION

If You converted any portion of Your 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.

#### EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE

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

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

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

#### DATE CONTINUATION ENDS

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

- 1. the date You die;
- 2. the date Your Total Disability ends;
- 3. the date You do not give Us Proof of Total Disability, as required;
- 4. the date You refuse to be examined by Our Physician, as required; or
- 5. the date You attain age 65.

#### **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.

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

## Option To Port Your Continuation Eligible Insurance

When a continuation under this section ends, You may elect to port to a different policy the insurance which has been continued under this section. The details of this option are described in the At Your Option: Portability subsection of the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT section. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the portability option described in that section if before the end of the Portability Request Period, You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to port any of Your Continuation Eligible 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 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

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

## PRESUMPTION OF DEATH

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

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

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

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

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

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

- 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
- 9. war, whether declared or undeclared; or act of war, insurrection, rebellion or riot.

## **Exclusion for Intoxication**

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

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

## **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.

## **APPLICABILITY OF PROVISIONS**

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

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

## ADDITIONAL BENEFIT: SEAT BELT USE

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

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

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

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

Seat Belt means any restraint device that:

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

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

#### **BENEFIT AMOUNT**

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

#### **BENEFIT PAYMENT**

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

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

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

## ADDITIONAL BENEFIT: AIR BAG USE

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

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

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

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

Seat Belt means any restraint device that:

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

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

Air Bag means an inflatable restraint device that:

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

#### **BENEFIT AMOUNT**

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

#### **BENEFIT PAYMENT**

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

## ADDITIONAL BENEFIT: CHILD CARE

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

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

### Child Care Center means a facility that:

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

## **BENEFIT AMOUNT**

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

- an annual maximum of \$5,000; and
- an overall maximum of 12% of the Full Amount shown in the SCHEDULE OF BENEFITS.

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

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

### **BENEFIT PAYMENT**

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

If this benefit is in effect on the date You die and there is no Child who could qualify for it, We will pay \$1000.00 to Your Beneficiary in one sum.

## ADDITIONAL BENEFIT: CHILD EDUCATION

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

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

## **BENEFIT AMOUNT**

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

- an academic year maximum of \$10,000; and
- an overall maximum of 20% of the Full Amount shown in the SCHEDULE OF BENEFITS.

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

### **BENEFIT PAYMENT**

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

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

## ADDITIONAL BENEFIT: SPOUSE EDUCATION

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

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

## **BENEFIT AMOUNT**

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

- an academic year maximum of \$5,000; and
- an overall maximum of 3% of the Full Amount shown in the SCHEDULE OF BENEFITS.

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

### **BENEFIT PAYMENT**

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

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

## ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT

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

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

### **BENEFIT AMOUNT**

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

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

We will pay this benefit on a monthly basis beginning on the 5th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rata basis for any partial month of confinement.

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

#### **BENEFIT PAYMENT**

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

## ADDITIONAL BENEFIT: COMMON CARRIER

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

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

#### **BENEFIT AMOUNT**

The Common Carrier Benefit is an amount equal to the Full Amount shown in the SCHEDULE OF BENEFITS.

#### **BENEFIT PAYMENT**

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

# FILING A CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder. The Policyholder will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

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.

#### **CLAIMS FOR LIFE INSURANCE BENEFITS**

When a claimant files a claim for Life Insurance benefits, Proof should be sent to Us as soon as is reasonably possible after the death of an insured.

When a claimant files a claim to continue Life Insurance while being Totally Disabled, notice and Proof should be sent to Us as soon as reasonably possible, but in all events 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.

#### CLAIMS FOR OTHER INSURANCE BENEFITS

When a claimant files a claim for any other insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 180 days of the date of a loss.

Notice of claim and Proof may also be given to Us by following the steps set forth below:

#### Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

#### Step 2

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

#### Step 3

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

#### Step 4

The claimant must give Us Proof not later than 180 days after the date of loss.

If notice of claim or Proof is not given within the time limits described in this section for any reason including the claimant's legal incapacity, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

**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

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

#### Beneficiary

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

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

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

If there is no Beneficiary designated or no surviving 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.

For Your Life Insurance for Your Dependents, We may 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.

#### Suicide

#### For Supplemental Life

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

# **GENERAL PROVISIONS (continued)**

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

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

### For Dependent Life

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

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

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

### **Entire Contract**

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

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

#### Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to contest life 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 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 All Other 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. 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.

# **GENERAL PROVISIONS (continued)**

### **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.

#### **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.

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

Phone:1-800-821-6400

# **MetLife**<sup>®</sup>

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

CERTIFICATE RIDER			
Group Policy No.:	137176-1-G		
Policyholder:	Cleveland County Government		
Effective Date:	July 1, 2008		
The certificate is chang	ed as follows:		
The Dependent Spous	e named below is covered for the Group Benefits	as set forth:	
Employee Name:			
Dependent Spouse Na	me:		
Amount of Dependent Life Benefits		\$*	
Accelerated Benefit Option		Up to 80% of Your Dependent I Amount not to exceed \$136,000	
Amount of Dependent Accidental Death and Dismemberment Benefits		\$*	

\*Attested to by:

(Authorized Cleveland County Government Representative)

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

# **MetLife**<sup>®</sup>

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

#### **CERTIFICATE RIDER**

Group Policy No.: Policies sitused outside Louisiana to which certificate form GCERT2000 is attached, to the extent such GCERT2000 certificate(s) provide coverage for Dependent Children of Louisiana residents for Accidental Death and Dismemberment Insurance.
 Policyholder: Any Policyholder of a policy to which this certificate rider is applicable if a Policy Endorsement adding this Rider has been delivered to such Policyholder.
 Effective Date: October 1, 2010

For certificates bearing basic form number GCERT2000 which provide coverage for Dependent Children of Louisiana residents for Accidental Death and Dismemberment Insurance, the certificate is changed as follows:

By revising the age limit in the Accidental Death and Dismemberment Insurance definition of Child in the **DEFINITIONS** section of Your **GCERT2000** certificate, as described below:

FOR EMPLOYEES WHO ARE LOUISIANA RESIDENTS - With respect to Accidental Death and Dismemberment Insurance, if the definition of Child has an age limit younger than age 26, such age limit is changed to 26 regardless of marital status, student status or full time employment status. The term Child also includes Your grandchildren residing with You. A child's or grandchild's marital status will not affect the continuation of insurance for a mentally or physically handicapped child or grandchild past the limiting age.

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

# **MetLife**<sup>®</sup>

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

#### **CERTIFICATE RIDER**

Group Policy No.: All policies issued to the Policyholder which include certificates issued on form GCERT2000 containing the "NOTICE FOR RESIDENTS OF MINNESOTA" GCERT2000 notice/mnco

- Policyholder: All Policyholders issued policies which include certificates which contain the "NOTICE FOR RESIDENTS OF MINNESOTA" GCERT2000 notice/mnco
- Effective Date: July 1, 2010

Each certificate including form GCERT2000 notice/mnco is changed as follows for all Portability Eligible Life Insurance coverages:

The "NOTICE FOR RESIDENTS OF MINNESOTA" GCERT2000 notice/mnco does not apply.

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