

# State of Georgia



**Supplemental Life Insurance**

**Dependent Life Insurance**

**Supplemental Accidental Death and Dismemberment Insurance**

**Certificate Date: January 1, 2014**

State of Georgia  
200 Piedmont Avenue  
West Tower, Suite 1804  
Atlanta, GA 30334

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.

State of Georgia



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 the employee - 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:** State of Georgia Flexible Benefits Plan  
**Group Policy Number:** 150560-1-G  
**Type of Insurance:** Term Life & Accidental Death and Dismemberment Insurance  
**MetLife Toll Free Number(s):**  
**For Claim Information** FOR LIFE CLAIMS: 1-877-255-5862

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

**THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF THE STATE OF GEORGIA.**

**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.**

## **NOTICES**

### **FOR GEORGIA RESIDENTS**

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.

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### **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.

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### **FOR ARKANSAS RESIDENTS**

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

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

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

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### **FOR CALIFORNIA RESIDENTS**

**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**

## NOTICES

### FOR IDAHO RESIDENTS

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

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

Idaho Department of Insurance  
Consumer Affairs  
700 West State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise, Idaho 83720-0043  
1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

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### FOR ILLINOIS RESIDENTS

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

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### FOR INDIANA RESIDENTS

Questions regarding Your policy or coverage should be directed to:

**Metropolitan Life Insurance Company**  
1-800-638-6420

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

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

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

Complaint can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

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### 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.

## NOTICES

### FOR MISSOURI RESIDENTS (Continued)

2. If Your AD&D Insurance ends because:

- You cease to be in an Eligible Class; or
- Your employment terminates;

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

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

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

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### FOR MINNESOTA RESIDENTS

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.

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### FOR MISSOURI RESIDENTS

#### 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"

#### GENERAL PROVISIONS

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

##### **Suicide**

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

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

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

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

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

## **NOTICES**

### **FOR MASSACHUSETTS RESIDENTS (Continued)**

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

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### **FOR NORTH CAROLINA RESIDENTS**

**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**

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### **FOR NORTH CAROLINA RESIDENTS**

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.

## NOTICES

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](mailto: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 información o para someter una queja:

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-800-638-6420

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, 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](mailto: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 propósito de información y no se convierte en parte o condición del documento adjunto.

## NOTICES

### FOR TEXAS RESIDENTS

#### The Definition Of Child Is Modified For Dependent Life Insurance:

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

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### FOR TEXAS RESIDENTS

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

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

#### GCERT2000 Combined Notices

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### FOR UTAH RESIDENTS

#### Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that Your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o \$500,000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - o \$500,000 in long-term care insurance benefits
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract.

## NOTICES

### FOR UTAH RESIDENTS (Continued)

Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

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

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

Utah Life and Health Insurance Guaranty Assoc.  
60 East South Temple, Suite 500  
Salt Lake City UT 84111  
(801) 320-9955

Utah Insurance Department  
3110 State Office Building  
Salt Lake City UT 84114-6901  
(801) 538-3800

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

### GTY-NOTICE-UT-0710

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### FOR VERMONT RESIDENTS

Vermont law provides that the following definitions apply to Your certificate:

- Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a Civil Union established according to Vermont law.
- Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union established according to Vermont law.
- Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a Civil Union established according to Vermont law.
- "Dependent" includes a spouse, a party to a Civil Union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Child" includes a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Civil Union" means a civil union established pursuant to Act 91 of the 2000 Vermont Legislative Session, entitled "Act Relating to Civil Unions".

All references in this notice to Civil Unions are limited to Civil Unions in which the parties are residents of Vermont.

If dependent insurance for a spouse and/or child is not provided under Your certificate, such insurance is not added by virtue of this notice.

## NOTICES

### FOR VERMONT RESIDENTS (Continued)

For purposes of dependent insurance, any person who meets the definition of “dependent” as set forth in this notice is required to meet all other applicable requirements in order to qualify for such insurance.

This notice does not limit any definitions or terms included in Your certificate. It broadens definitions and terms only to the extent required by Vermont law.

#### **DISCLOSURE:**

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to life and health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, a federal law, the Employee Retirement Income Security Act of 1974 known as “ERISA”, controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer’s enrollment of a party to a Civil Union in an ERISA employee benefit plan. However, governmental employers (not federal government) are required to provide life and health benefits to the dependents of a party to a Civil Union if the public employer provides such benefits to dependents of married persons. Federal law also controls group health insurance continuation rights under “COBRA” for employers with 20 or more employees as well as the Internal Revenue Code treatment of insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under this notice and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine Your rights under this notice and the certificate to which it is attached.

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## FOR VIRGINIA RESIDENTS

### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

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

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

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

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

The Office of the Managed Care Ombudsman  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218  
1-877-310-6560 - toll-free  
1-804-371-9691 - locally  
[www.scc.virginia.gov](http://www.scc.virginia.gov) - web address  
[ombudsman@scc.virginia.gov](mailto:ombudsman@scc.virginia.gov) - email

## NOTICES

### FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

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

**Domestic Partner** means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

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

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### FOR WEST VIRGINIA RESIDENTS

#### 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.

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### FOR WISCONSIN RESIDENTS

#### **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 608-266-0103 in Madison.

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## SCHEDULE OF BENEFITS

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

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

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

### BENEFIT

### BENEFIT AMOUNTS AND HIGHLIGHTS

#### How We Will Pay Benefits

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

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

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

#### Employee Life Insurance For You

#### Supplemental Life Insurance

Supplemental Life Insurance is Portability Eligible Insurance

For Active Employees who elect:

Option 1 .....	An amount equal to 1 times Your Benefit Salary, rounded to the next higher \$1,000
Option 2 .....	An amount equal to 2 times Your Benefit Salary, rounded to the next higher \$1,000
Option 3 .....	An amount equal to 3 times Your Benefit Salary, rounded to the next higher \$1,000
Option 4 .....	An amount equal to 4 times Your Benefit Salary, rounded to the next higher \$1,000
Option 5 .....	An amount equal to 5 times Your Benefit Salary, rounded to the next higher \$1,000

## SCHEDULE OF BENEFITS (continued)

Option 6 .....	An amount equal to 6 times Your Benefit Salary, rounded to the next higher \$1,000
Option 7 .....	An amount equal to 7 times Your Benefit Salary, rounded to the next higher \$1,000
Option 8 .....	An amount equal to 8 times Your Benefit Salary, rounded to the next higher \$1,000
Option 9 .....	An amount equal to 9 times Your Benefit Salary, rounded to the next higher \$1,000
Option 10 .....	An amount equal to 10 times Your Benefit Salary, rounded to the next higher \$1,000
Maximum Supplemental Life Benefit .....	\$2,000,000
Guaranteed Issue Amount .....	The greater of 1 times Your Benefit Salary or \$200,000
Accelerated Benefit Option .....	Up to 100% of Your Supplemental Life amount. The minimum which may be accelerated is the lesser of \$10,000 and Your Supplemental Life Amount.

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

### **If You Are Age 65 Or Older (Supplemental Life)**

If You are age 65 or older on Your effective date of insurance, the appropriate percentage from the following table will be applied to the amount of Your Supplemental Life insurance on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs.

If You are under age 65 on Your effective date of insurance, the amounts of Your Supplemental Life insurance on and after age 65 will be determined by applying the appropriate percentage from the following table to the amount of Your insurance in effect on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs:

<u>Age of Employee</u>	<u>Percentage</u>
65 but less than 70	65%
70 but less than 75	43%
75 but less than 80	29%
80 but less than 85	19%
85 but less than 90	13%
90 but less than 95	9%
95 but less than 100	5%

The amounts will be rounded up to the next higher \$1,000 after the benefit is calculated in accordance with the table above.

### **ESTATE RESOLUTION SERVICES**

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

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

#### **Will Preparation Service**

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

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

### **Probate Service**

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

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

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

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

#### **Will Preparation Service**

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

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

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

#### **Probate Service**

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

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

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

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

## SCHEDULE OF BENEFITS (continued)

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

#### Full Amount for Supplemental AD&D

Supplemental Accidental Death and Dismemberment Insurance for You is Portability Eligible Insurance

For Active Employees who elect:

Option 1 .....	An amount equal to 1 times Your Benefit Salary, rounded to the next higher \$1,000
Option 2 .....	An amount equal to 2 times Your Benefit Salary, rounded to the next higher \$1,000
Option 3 .....	An amount equal to 3 times Your Benefit Salary, rounded to the next higher \$1,000
Option 4 .....	An amount equal to 4 times Your Benefit Salary, rounded to the next higher \$1,000
Option 5 .....	An amount equal to 5 times Your Benefit Salary, rounded to the next higher \$1,000
Option 6 .....	An amount equal to 6 times Your Benefit Salary, rounded to the next higher \$1,000
Option 7 .....	An amount equal to 7 times Your Benefit Salary, rounded to the next higher \$1,000
Option 8 .....	An amount equal to 8 times Your Benefit Salary, rounded to the next higher \$1,000
Option 9 .....	An amount equal to 9 times Your Benefit Salary, rounded to the next higher \$1,000
Option 10 .....	An amount equal to 10 times Your Benefit Salary, rounded to the next higher \$1,000
Maximum Supplemental Accidental Death and Dismemberment Full Amount.....	\$2,000,000

## SCHEDULE OF BENEFITS (continued)

### Additional Benefits:

Seat Belt Benefit.....	Yes
Air Bag Benefit .....	Yes
Repatriation Expense 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%

**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.

## SCHEDULE OF BENEFITS (continued)

**Permanent Total Disability** or **Permanently and Totally Disabled** means You are not able due to accidental bodily injury, to perform the duties of Your occupation for a period of twelve continuous months. After twelve months You are not able due to accidental bodily injury, to perform the duties of any occupation for which You are suited by education, training or experience.

If You become Permanently and Totally Disabled as herein defined while covered for Accidental Death & Dismemberment under the policy, You will be paid each month 1% of Your coverage amount. This provision applies if all of the following occur:

- You become totally disabled within 180 days following the date of the covered accident;
- the total disability continued for a period of 12 consecutive months after onset; and
- it is shown by proper medical authority at the end of these 12 months that disability is continuous and permanent, presumably lasting for life.

The amount to be paid under this provision will be less any other Accidental Death & Dismemberment benefit paid or payable as the result of the same covered accident. Benefits commence following carrier's approval of Your Permanent Total Disability claim.

The total of all benefits paid or payable cannot exceed Your coverage amount. If death occurs while such payments are being made, Your Beneficiary will be paid an amount equal to the balance of Your coverage amount. The amount will be the difference between Your coverage amount and the total of all monthly payments made already.

### **If You Are Age 75 Or Older and not Permanently and Totally Disabled (Supplemental Accidental and Dismemberment Insurance)**

If You are age 75 or older and not Permanently and Totally Disabled on Your effective date of insurance, the appropriate percentage from the following table will be applied to the amount of Your Supplemental Accidental Death and Dismemberment Insurance on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs.

If You are under age 75 on the effective date of Your insurance, the amount of Your Supplemental Accidental Death and Dismemberment Insurance on and after age 75, as long as You are not Permanently and Totally Disabled, will be determined by applying the appropriate percentage from the following table to the amount of Your insurance in effect on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs:

<u>Age of Employee</u>	<u>Percentage</u>
75 but less than 80	50%
80 and older	25%

The amounts will be rounded up to the next higher \$1,000 after the benefit is calculated in accordance with the table above.

## SCHEDULE OF BENEFITS (continued)

### If You Are Age 75 Or Older and Permanently and Totally Disabled (Supplemental Accidental and Dismemberment Insurance)

If You are age 75 or older and not Permanently and Totally Disabled on Your effective date of insurance, the appropriate percentage from the following table will be applied to the amount of Your Supplemental Accidental Death and Dismemberment Insurance on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs.

If You are under age 75 on the effective date of Your insurance, the amount of Your Supplemental Accidental Death and Dismemberment Insurance on and after age 75, as long as You are not Permanently and Totally Disabled, will be determined by applying the appropriate percentage from the following table to the amount of Your insurance in effect on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs:

<u>Age of Employee</u>	<u>Percentage</u>
75 but less than 80	20%
80 and older	10%

The amounts will be rounded up to the next higher \$1,000 after the benefit is calculated in accordance with the table above.

### Life Insurance For Your Dependents (Dependents mean Your Spouse and Children as defined in the section entitled DEFINITIONS)

Life Insurance for Your Dependents is Portability Eligible Insurance

For Your Spouse

Option 1 .....	\$6,000
Option 2 .....	\$12,000
Option 3 .....	\$30,000
Option 4 .....	\$60,000
Option 5 .....	\$100,000
Option 6 .....	\$150,000
Option 7 .....	\$200,000
Option 8 .....	\$250,000
Maximum Spouse Life Benefit .....	The lesser of 100% of Your Supplemental Life Benefits or \$250,000
Guaranteed Issue Amount .....	\$30,000
Accelerated Benefit Option .....	Up to 100% of Your Spouse Life amount. The minimum which may be accelerated is the lower of \$10,000 or the amount of Life Insurance for Your Spouse.

## SCHEDULE OF BENEFITS (continued)

### If You Are Age 65 Or Older

If You are age 65 or older on Your effective date of insurance, the appropriate percentage from the following table will be applied to the amount of Life insurance for Your Spouse on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs.

If You are under age 65 on Your effective date of insurance, the amounts of Life insurance for Your Legal Spouse on and after age 65 will be determined by applying the appropriate percentage from the following table to the amount of Life insurance for Your Spouse in effect on the first day of the Benefit Year following the Benefit Calculation Date on which Your birthday for each age occurs:

<u>Age of Employee</u>	<u>Percentage</u>
65 but less than 70	65%
70 but less than 75	43%
75 but less than 80	29%
80 but less than 85	19%
85 but less than 90	13%
90 but less than 95	9%
95 but less than 100	5%

The amounts will be rounded up to the next higher \$1,000 after the benefit is calculated in accordance with the table above.

Child(ren) Life Insurance - For each of Your Child(ren)

- Birth to 6 months of age:

Option 1 .....	\$3,000
Option 2 thru 5 .....	\$6,000

#### **NOTE: Amount of Insurance For Your First Child**

If You are or become eligible for Dependent Life Insurance at the time of Your first Child's live birth (or when Your first Child is other than a newborn, at the time You first have that Child), that Child will be covered for Dependent Life Insurance without enrollment, during the first 30 days. The amount of coverage will be \$3,000 for this pre-enrollment coverage. If You subsequently enroll within the first 30 days for Option 2, 3, 4, or 5, the amount of coverage will change on the date of enrollment to \$6,000.

Maximum Child Life Benefit .....	The lesser of 100% of Your Supplemental Life Benefits or \$6,000
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**SCHEDULE OF BENEFITS (continued)**

- 6 months to age 26:

Option 1 .....	\$3,000
Option 2 .....	\$6,000
Option 3 .....	\$10,000
Option 4 .....	\$15,000
Option 5 .....	\$20,000
Maximum Child Life Benefit .....	The lesser of 100% of Your Supplemental Life Benefits or \$20,000
Accelerated Benefit Option for Your Child .....	Up to 100% of Your Dependent Life amount for that Child. The minimum which may be accelerated is the lower of \$10,000 or the amount of Life Insurance for Your Child.

## SCHEDULE OF BENEFITS (continued)

### Portability Eligible Life and AD&D Insurance

#### For You:

##### Portability Eligible Life Insurance For You:

Minimum Portability Eligible Life Insurance Amount.....	Lesser of 1 times Benefit Salary or \$10,000
Maximum Portability Eligible Life Insurance Amount.....	The amount of Your total Life Insurance in effect on the date You elect to Port.

##### Portability Eligible AD&D Insurance For You:

Minimum Portability Eligible AD&D Insurance Amount.....	Lesser of 1 times Benefit Salary or \$10,000
Maximum Portability Eligible AD&D Insurance Amount.....	The amount of Your total AD&D Insurance in effect on the date You elect to Port.

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

### Life Insurance For Your Spouse:

#### Portability Eligible Dependent Spouse Life Insurance:

Minimum Portability Eligible Dependent Spouse Life Insurance Amount .....	\$2,500 (\$10,000 when porting Dependent Spouse Life Insurance alone)
Maximum Portability Eligible Dependent Spouse Life Insurance Amount .....	The amount of Your total Dependent Spouse Life Insurance in effect on the date You elect to Port.

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

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

### **Life Insurance For Your Children:**

#### **Portability Eligible Dependent Child Life Insurance:**

Minimum Portability Eligible Dependent Child Life Insurance Amount .....	\$1,000
Maximum Portability Eligible Dependent Child Life Insurance Amount .....	The amount of Your total Dependent Child Life Insurance in effect on the date You elect to Port.

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

## 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 present and capable of carrying out the normal assigned duties of Your job. 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.

**Annual Enrollment** means a period of enrollment designated by the Policyholder in which eligible employees can enroll or change coverage. See the Eligibility and Enrollment sections for more information.

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

**Benefit Calculation Date** means the date used by the Policyholder to determine Your Benefit Salary and age. For new employees the Benefit Calculation Date is the date of employment. For all subsequent years the Benefit Calculation Date is administratively set prior to the Annual Enrollment period.

**Benefit Salary** means the amount of Your annual salary used to calculate coverage amounts and premiums for Your employee life and AD&D coverage. Benefit Salary includes Your Benefit Salary and salary supplements that are regular, non-temporary and do not exceed the amount on which retirement contributions are calculated. Benefit Salary remains constant for the entire Benefit Year.

**Benefit Year** means a period of time that begins on January 1 and ends on December 31.

**Child** means the following: (for residents of Texas, the Child Definition is modified as explained in the notice page of this certificate)

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

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

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

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

**The term does not include:**

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

## DEFINITIONS (continued)

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

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

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

**Guaranteed Issue Amount** means (1) the amount of Supplemental Life Insurance You can apply for as a timely enrollee during Your initial eligibility for Supplemental Life Insurance without having to submit evidence of Your insurability; and (2) the amount of Dependent Life Insurance for Your Spouse You can apply for as a timely enrollee during Your initial eligibility for Dependent Life Insurance for Your Spouse without having to submit evidence of Your Spouse's insurability. It does not apply to Late Enrollees or to persons who have not completed the enrollment process. It does not apply to Annual Enrollment periods or to Qualifying Events unless they coincide with the first 30 days You are eligible for the applicable insurance.

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

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

Hospitalized means:

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

**Initial Enrollment Period** means the first chance You have to enroll for coverage once You become eligible for insurance.

**Late Enrollee** means an employee who became eligible for insurance but did not complete the enrollment process within 30 days of becoming eligible.

**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.

## DEFINITIONS (continued)

### 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 legal spouse.

For the purposes of determining who may become covered for insurance, the term does not include any person who is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard.

**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 State of Georgia, or of a state agency who work at least 30 hours a week on a continuing basis, and whose employment is expected to last at least 9 months; excluding seasonal, part-time, short-term, and sheltered-workshop employees.
- All Georgia public school teachers who are employed in a professionally certificated capacity, work 50% or more and at least 17.5 hours per week, and are not considered temporary or emergency employees.
- All employees of Georgia local school systems who hold a non-certificated position; who are eligible to participate in the Teachers Retirement System of Georgia or its local equivalent; and who work at least 20 hours a week (or 60% of the time necessary to carry out the duties of the position, if that is more than 20 hours per week).
- All employees who are eligible to participate in the Georgia Public School Employee Retirement System, and who work at least 15 hours a week (or 60% of the time necessary normally required for these positions, if that is more than 15 hours per week).
- All employees of any Georgia county or regional library who work at least 17.5 hours per week.
- All employees who are in active employment and a member of the General Assembly, a constitutional officer or an employee of the Georgia judiciary system.
- All other employees deemed eligible by federal and State of Georgia law.

### **DATE YOU ARE ELIGIBLE FOR INSURANCE**

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

If You are in an eligible class on January 1, 2014, You will be eligible for the insurance described in this certificate on the later of January 1, 2014 and the first day of the month coincident with or next following the date You complete one full month of employment in an eligible class.

If You enter an eligible class after January 1, 2014, You will be eligible for the insurance described in this certificate on the first day of the month coincident with or next following the date You complete one full month of employment in an eligible class.

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

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

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

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

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

### ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance during the Initial Enrollment Period, Annual Enrollment, and certain Qualifying Event changes or during a Special Enrollment Period by completing the required form. In addition, You must give evidence of Your insurability satisfactory to Us 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 receive a confirmation of Your approved Supplemental Life benefit and payroll deduction from the Policyholder's Benefits Administrator.

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

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

only when You are first eligible or during an Annual Enrollment period or if You have a Qualifying Event.

### DATE YOUR INSURANCE TAKES EFFECT

#### Enrollment When First Eligible

If You complete the enrollment process within 30 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, the Guaranteed Issue Amount will go into effect as of the date You complete the enrollment process, if You are Actively at Work on that date. If We determine that You are insurable, the amount requested will become the amount of insurance on the date We state in Writing, provided You are Actively at Work on that date.

If You do not complete the enrollment process within 30 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.

#### Enrollment During An Annual Enrollment Period

During any Annual Enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible or choose a different option than the one for which You are currently enrolled. The insurance enrolled for or changes to Your insurance made during an Annual Enrollment period will take effect as follows:

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the calendar year following the Annual Enrollment period, if You are Actively at Work on that date.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- 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.

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.

### 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; or
- 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 30 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.

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.

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

### **Changes in Insurance Amount Due to Changes in Benefit Salary**

If Your Benefit Salary changes, any change in the amount in insurance will take effect on the first day of the next Benefit Year.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

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
4. the date 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. the date 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 and Accidental Death and Dismemberment 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**

If You are covered by Supplemental Life Insurance, You may cover Your Spouse and Child(ren) for Dependent Life Insurance. The eligible classes of employees for Dependent Life Insurance is the same as the eligible classes for Supplemental Life Insurance.

### **DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE**

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

If You are in an eligible class on January 1, 2014, You will be eligible for Dependent Life insurance on the latest of:

1. January 1, 2014;
2. the first day of the month coincident with or next following the date You complete one full month of employment in an eligible class; and
3. the date You obtain a Spouse or Child.

If You enter an eligible class after January 1, 2014, You will be eligible for Dependent Life insurance on the later of:

1. the first day of the month coincident with or next following the date You complete one full month of employment in an eligible class; and
2. the date You obtain a Spouse or Child.

### **ENROLLMENT PROCESS**

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

If You become eligible for Dependent Life insurance, You may enroll for such insurance by providing Us with the information We require for each Dependent to be insured. In addition, Your Spouse must give evidence of insurability satisfactory to Us if required to do so under the section entitled EVIDENCE OF INSURABILITY. You will receive a confirmation of the approved Spouse life benefit and payroll deduction from the Policyholder's Benefits Administrator.

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

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

### DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

#### Enrollment When First Eligible

If You complete the enrollment process for Dependent insurance within 30 days of becoming eligible for insurance, such insurance will take effect for each enrolled Dependent as follows:

- if the **Spouse is not required to give evidence of insurability**, Dependent Life insurance for Your Spouse will take effect on the date You become eligible for such insurance if You are Actively at Work on that date and the Spouse satisfies the Additional Requirements stated on page 36.
- if the **Spouse is required to give evidence of insurability**, the Guaranteed Issue Amount will go into effect as of the date You complete the enrollment process for Your Spouse, if You are Actively at Work on that date. If We determine that the Spouse is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date and the Spouse satisfies the Additional Requirements stated on page 36.
- **for Children**, they are not required to provide evidence of insurability, so for each Child, Dependent Life insurance will take effect on the date You become eligible for such insurance if You are Actively at Work on that date.
- Once You have enrolled one Child for a life insurance benefit, each succeeding Child will automatically be covered for such insurance on the date that Child qualifies as a Dependent.

If You do not complete the enrollment process for any Dependent within 30 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 Life insurance:

- for which You are then eligible; and
- for Your Dependents who qualify at that time.

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

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

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

During any Annual Enrollment period, You may enroll for Dependent Life insurance for which You are eligible or change the amount of Your Dependent Life 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 Your Spouse is not required to give evidence of insurability**, Dependent Life insurance for Your Spouse will take effect on the first day of the calendar year following the Annual Enrollment period if You are Actively at Work on that date and the Spouse satisfies the Additional Requirements stated on page **36**.
- **if Your Spouse is required to give evidence of insurability** and We determine that the Spouse is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date and the Spouse satisfies the Additional Requirements stated on page **36**.
- **for Children**, they are not required to provide evidence of insurability, so for each Child, Dependent Life insurance will take effect on the first day of the calendar year following the Annual Enrollment period if You are Actively at Work on that date.

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

If You are not Actively at Work on the date Your Dependent Life insurance would otherwise take effect, that 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; or
- 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.

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

If You have a Qualifying Event, You will have 30 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 Your Spouse is not required to give evidence of insurability**, Dependent Life insurance for Your Spouse 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 Spouse satisfies the Additional Requirements stated on page **36**.
- **if Your Spouse is required to give evidence of insurability** and We determine that the Spouse is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date and the Spouse satisfies the Additional Requirements stated on page **36**.
- **for Children**, they are not required to provide evidence of insurability, so for each Child, Dependent Life 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 stated on page **36**.

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

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

### Insurance For Your First Child

If You are or become eligible for Dependent Life insurance at the time of Your first Child's live birth, that newborn Child will be covered for Dependent Life insurance without enrollment, during the first 30 days of life. For coverage to continue after the first 30 days, You must enroll the Child for such insurance before the end of the 30 day period.

Similarly, if You are or become eligible for Dependent Life insurance, and Your first Child is other than a newborn Child, that Child will be covered for Dependent Life insurance without enrollment, for the first 30 days following qualification as Your Dependent under the definition of Child. For coverage to continue after that 30 day period, You must enroll the Child for such insurance before the end of the 30 day period.

If the insurance ends because You do not enroll, the end of such insurance will not give rise to either an option to convert or an option to port such insurance. You must wait until the next Annual Enrollment period to enroll.

The amount of insurance is shown in the Schedule of Benefits. If there are different benefit amounts of Dependent Life insurance provided to members of Your class, then the amount of insurance provided for Your first Child shall be the lowest amount of such insurance available to members of Your class.

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

### Additional Requirement

On the date Your Dependent Life insurance is scheduled to take effect for Your Spouse, Your Spouse must not be:

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

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

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

### DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

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

1. the date all of the Life Insurance under the Group Policy ends; or
2. the date You die; or
3. the date the Group Policy ends; or
4. the date Your Employee Life Insurance under 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 for Your class; or
7. the date the person ceases to qualify as Your Dependent as defined; or
8. the date 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. the date You retire in accordance with the Policyholder's retirement plan; or
10. for a Child who is past the age limit and is otherwise eligible for continuation under the **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT: For Mentally or Physically Impaired Children** subsection, on the date the Child marries; or
11. the end of the period for which the last premium has been paid for that Dependent.

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

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

## **SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE INSURANCE**

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

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

**Replacement Date** means the effective date of the Life Insurance under this Group Policy.

### **Rules if You and Your Dependents were Covered Under the Prior Plan on the Day Before the Replacement Date:**

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

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

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

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

## **SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE INSURANCE (continued)**

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

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

### **Rules if You and Your Dependents were NOT Covered Under the Prior Plan on the Day Before the Replacement Date:**

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

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR MENTALLY OR PHYSICALLY IMPAIRED CHILDREN**

Insurance for a Dependent Child may be continued past the age limit if the Child is incapable of self-sustaining employment because of a mental or physical impairment as defined by applicable law. Proof of such impairment must be sent to Us within 30 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 DEPENDENT ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENT insurance will continue while such Child:

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

### **FOR FAMILY AND MEDICAL LEAVE**

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

### **AT YOUR OPTION: PORTABILITY**

#### **For Supplemental Life and Supplemental Accidental Death and Dismemberment Insurance, and Dependent Life Insurance**

If Your Portability Eligible Insurance or Portability Eligible Dependent Insurance ends for any of the reasons stated below, You have the option to continue that insurance under another group policy in accordance with the conditions and requirements of this section. This is referred to as Porting. Evidence of Your insurability will not be required.

For purposes of this subsection the term "Portability Eligible Insurance" refers to Your Life Insurance and Accidental Death and Dismemberment Insurance benefits for which the Portability Eligible Insurance is shown as available in the SCHEDULE OF BENEFITS.

If Insurance for Your Dependents is in effect, the term "Portability Eligible Dependent Insurance" refers to Your Life Insurance for Your Dependents for which the Portability Eligible Dependent Insurance is shown as available in the SCHEDULE OF BENEFITS.

#### **When Porting is an Option**

Porting may only be exercised by a request in Writing during the Request Period specified below.

If You choose not to Port, Life Insurance benefits may be converted in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

1. You may choose to Port if Portability Eligible Insurance and/or Portability Eligible Dependent Insurance ends because:
  - You become retired from active service with the Employer; or
  - Your employment ends, due to a reason other than retirement; or
  - You cease to be in a class that is eligible for such insurance; or
  - The Policy is amended to end the Portability Eligible Insurance or Portability Eligible Dependent Insurance, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor; or
  - This Policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

2. You may choose to Port the reduced amount of insurance if Your Portability Eligible Insurance is reduced due to:
  - Your age; or
  - An amendment to the Plan which affects the amount of insurance for Your class.
3. Your former Dependent Spouse may choose to Port if their Portability Eligible Dependent Insurance on his or her own life ends because:
  - You die; or
  - Your marriage ends in divorce or annulment.

provided that former Dependent Spouse satisfies the Additional Requirement subsection of the ELIGIBILITY PROVISIONS; INSURANCE FOR YOUR DEPENDENTS.

4. Your former Dependent Spouse may also Port Portability Eligible Dependent Insurance on Your Dependent Child if Your former Dependent Spouse Ports insurance on his or her own life. If Your former Dependent Spouse Ports that insurance on that Dependent Child, that Porting will have no effect on the insurance You may have on that Dependent Child.
5. Your former Dependent Child may request to Port Portability Eligible Dependent Insurance on his or her own life if that insurance ends because Your former Dependent Child no longer meets the definition of Child.

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 this Policy.

A request under this subsection may be made, if on the date the Portability Eligible Dependent Insurance ended, the following requirements are met:

- the Group Policy is in effect;
- With respect to any amount of Portability Eligible Life Insurance or Portability Eligible Dependent Life Insurance that is to be Ported, no application has been made to convert that amount of insurance to an individual policy of life insurance as provided in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS; and
- the person making the request resides in a jurisdiction that permits this Portability feature.

### Request Period

For You or a former Dependent to Port, We must receive a completed request form within the Request Period as described below.

If the Policyholder's Benefits Administrator provides Written notice of the option to Port 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 the date.

If Written notice of the option to Port is given more than 15 days after but within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 45 days after the date of the notice.

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

If Written notice of the option to Port is not given within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires at the end of such 91 day period.

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

The amount of Ported Insurance for You and for Your Dependents that may be continued is shown in the SCHEDULE OF BENEFITS. However, at the time of Porting You may change the amount of Portability Eligible Insurance in the following circumstances:

#### **Your Increase in Amount**

##### **For Portability Eligible Life Insurance**

At the time of Porting, You may increase the amount of Your Portability Eligible Life Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. To be eligible for this increased amount, You must provide evidence of Your insurability satisfactory to us. If We approve the increase, it will take effect on the date We state in Writing.

##### **For Portability Eligible Accidental Death and Dismemberment Insurance**

At the time of Porting, You may increase the amount of Your Portability Eligible Accidental Death and Dismemberment Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. This increase will take effect on the date We state in Writing.

#### **Dependent Spouse Increase in Amount**

##### **For Portability Eligible Dependent Life Insurance**

At the time of Porting, the amount of Your Spouse's (or Your former Dependent Spouse's) Portability Eligible Dependent Life Insurance may be increased. This may be done in increments of \$25,000, up to a maximum ported amount of \$250,000. To be eligible for this increased amount, Your Spouse (or Your former Dependent Spouse) must provide evidence of insurability satisfactory to us. If We approve the increase, it will take effect on the date We state in Writing.

#### **Dependent Child Increase in Amount**

##### **For Portability Eligible Dependent Life Insurance**

At the time of Porting, if Your former Dependent Child is making the request to continue Portability Eligible Dependent Life Insurance because he or she no longer meets the definition of a Child, that former Dependent Child is eligible to increase coverage by \$25,000. To be eligible for this increased amount, Your former Dependent Child must give evidence of insurability satisfactory to Us. If We approve the increase, it will take effect on the date We state in Writing.

#### **You and/or Your Dependent(s) Decrease in Amount**

If We receive a request to decrease an amount of insurance, any such decrease will take place on the date We state in Writing.

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

### **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.

You are not required to provide evidence of insurability to Port Your existing amount of Portability Eligible Life and Accidental Death and Dismemberment Insurance. However, to qualify for a lower premium rate, You may give us evidence of Your insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify You that the lower premium rates will apply to You.

Your former Dependents are not required to provide evidence of insurability to Port their existing amount of Portability Eligible Dependent Life Insurance. However, to qualify for a lower premium rate, they may give us evidence of their insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify them that the lower premium rates will apply to them.

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

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.

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

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

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

If a former Dependent dies within 31 days of the date Portability Eligible Dependent Life Insurance ends and an application for a new certificate is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

### **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 Port as provided in 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 Ported insurance continued under this Portability subsection will end, including Accidental Death and Dismemberment Insurance and Dependent Life Insurance.

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

### **AT THE POLICYHOLDER'S OPTION**

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

1. if You cease Active Work due to injury or sickness, for a period of up to 12 months in accordance with the Policyholder's general practice for an employee in Your job class;
2. if You cease Active Work due to layoff, for a period of up to 12 months in accordance with the Policyholder's general practice for an employee in Your job class;
3. if You cease Active Work due to military leave, for a period of up to 24 months in accordance with the Policyholder's general practice for an employee in Your job class;
4. if You cease Active Work due to any other Policyholder approved leave of absence, for a period of up to 12 months in accordance with the Policyholder's general practice for an employee in Your job class.

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

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

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

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

## EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. if You make a late request during an Annual Enrollment period for Life Insurance. A late request is one made after Your Initial Enrollment Period.  
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 Life Insurance.
2. if You make a late request due to a Qualifying Event for Life Insurance. A late request is one made after Your Initial Enrollment Period.  
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 Life Insurance.
3. in order to become covered for an amount of Life Insurance greater than the Guaranteed 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 Life Insurance will be limited to the Guaranteed Issue Amount.
4. if You make a request within 30 days of a Qualifying Event to increase the amount of Your 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 Life Insurance will not be increased.
5. if You make a request during an Annual Enrollment period to increase the amount of Your 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 Life Insurance will not be increased.
6. in order to become covered for an amount of Life Insurance for Your Spouse greater than the Guaranteed Issue Amount for Your Spouse as shown in the SCHEDULE OF BENEFITS.  
If You do not give Us evidence of the insurability of Your Spouse, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Spouse will be limited to the Guaranteed Issue Amount for Your Spouse.
7. if You make a late request during an Annual Enrollment period for Life Insurance for Your Spouse. A late request is one made after Your Initial Enrollment Period for Life Insurance for Your Spouse.  
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Spouse will not be covered for Life Insurance.
8. if You make a late request due to a Qualifying Event for Life Insurance for Your Spouse. A late request is one made after Your Initial Enrollment Period for Life Insurance for Your Spouse.  
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Spouse will not be covered for Life Insurance.
9. if You make a request within 30 days of a Qualifying Event to increase the amount of Life Insurance for Your 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 Spouse will not be increased.
10. if You make a request during an Annual Enrollment period to increase the amount of Life Insurance for Your 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 Spouse will not be increased.

## **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 Your 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 Ill, 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 Ill 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 ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

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 Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact Us or the Policyholder's Benefits Administrator 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:

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

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

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

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

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

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

The accelerated benefit option will end on the earliest of:

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

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

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

**Terminally Ill or Terminal Illness** means that due to injury or sickness, Your Dependent 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 ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Dependent is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for any Dependent once.

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

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

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

You or Your legal representative should contact Us or the Policyholder's Benefits Administrator 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 Ill Dependent, 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 Ill Dependent.** If the Life Insurance in effect for a Terminally Ill Dependent 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 Dependent immediately after the reduction(s) scheduled for such period.

**Scheduled end of Life Insurance for a Terminally Ill Dependent.** If the Life Insurance in effect for a Terminally Ill Dependent 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.

### **Effect of Payment of an Accelerated Benefit.**

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

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

**On Payment of Life Insurance at a Dependent's death.** The amount of Life Insurance that We will pay at death of Your Dependent 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 Dependent 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 Dependent.

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

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

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

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU**

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

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

You will have the option to convert when:

- A. Your life insurance ends because:
- You cease to be in an eligible class;
  - Your employment ends;
  - this Group Policy ends, provided You have been insured for life insurance for at least 5 continuous years; or
  - this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided You have been insured for at least 5 continuous years; or
- B. Your life insurance is reduced:
- on or after the date You attain age 65;
  - because You change from one eligible class to another; or
  - due to an amendment of this Group Policy.

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

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

### **Application Period**

If You opt to convert Your life insurance for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If the Policyholder’s Benefits Administrator provides You with Written notice of the option to convert within 15 days before or after the date Your life insurance ends or is reduced, the Application Period begins on the date that such life insurance ends or is reduced and expires 31 days after such date.

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

### **Option Conditions**

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
- Your Written application for the new policy; and
  - the premium due for such new policy;

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS**

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

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

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

A. life insurance for the Dependent ends because:

- You cease to be in an eligible class;
- Your employment ends;
- this Group Policy ends, provided You have been insured for life insurance for the Dependent for at least 5 continuous years; or
- this Group Policy is amended to end all life insurance for Dependents for an eligible class of which You are a member, provided You have been insured for life insurance for the Dependent for at least 5 continuous years.

B. life insurance for the Dependent is reduced:

- on or after the date You attain age 65;
- because You change from one eligible class to another; or
- due to an amendment of this Group Policy.

A Dependent will have the option to convert when:

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

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

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

You must notify 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 the Application Period described below.

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

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

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

### **Option Conditions**

The option to convert is subject to the following:

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

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

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

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

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

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

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

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

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

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

### **If You Become Eligible To Have Life Insurance For Dependents Continued Due To Your Total Disability**

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

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

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

## **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 65 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, if You were insured for Supplemental Life Insurance for 12 months before Total Disability began to the extent that such insurance was in effect for You on the date Your Total Disability began.

Continuation Eligible Insurance does not include Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU.

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

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

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

### **TOTAL DISABILITY AND PROOF REQUIREMENTS**

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

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

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

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

## **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 or loss must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date 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.

### **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.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You 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 will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You 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. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;
6. any incident related to:
  - 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 self-preservation;
  - 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;

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

8. the voluntary intake or use by any means of:
  - any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes; or
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 We will pay benefits to You.

If You 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 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 \$10,000. However, if the certification is not provided, and it is unclear whether the Seat Belt was properly fastened, the Seat Belt Use benefit is an additional benefit equal to \$1,000.

### **BENEFIT PAYMENT**

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

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: AIR BAG USE**

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

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that 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 \$5,000.

### **BENEFIT PAYMENT**

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

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: REPATRIATION EXPENSE**

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

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that Your death occurred at least 75 miles from Your principal place of residence.

### **BENEFIT AMOUNT**

We will pay an additional benefit equal to the charges incurred for the preparation and transportation of the deceased's body to the city of the deceased's principal residence; not to exceed \$5,000.

### **BENEFIT PAYMENT**

We will pay this benefit when We receive Proof that the charges described above have been paid. Payment will be made to the person who paid such charges.

## **FILING A CLAIM**

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

When there has been the death of an insured person, notify the Policyholder. This notice should be given to the Policyholder as soon as is reasonably possible after the death. The claim form will be sent to the Beneficiary or Beneficiaries of record.

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

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

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

## **FILING A CLAIM**

### **CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

When there has been a Covered Loss, notify the Policyholder. This notice should be given to the Policyholder as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The claim form will be sent to You or the Beneficiary or Beneficiaries of record.

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

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

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

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

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

**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 Beneficiary at Your death, We will determine the Beneficiary according to the following order:

1. Your Spouse, if alive;
2. Your Child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving Child; or
4. Your estate, if there is no surviving parent.

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

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

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

1. Your Spouse, if alive;
2. Your Child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving Child; or
4. Your estate, if there is no surviving parent.

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

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

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

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

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

## **GENERAL PROVISIONS (continued)**

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

### **For Life Insurance for Your Dependents**

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

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

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

### **Incontestability: Statements Made by You**

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

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

### **For Life Insurance**

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

We will not use Your statements which relate to insurability and which were made before January 1, 2014 to contest life insurance, including increases, under this certificate.

### **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.

The following notice applies to residents of Texas only:

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

**Phone: 1-800-821-6400**

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**For Residents of States other than Texas, the following Metropolitan Property and Casualty Insurance Company certificates are applicable:**

**Will Preparation Service  
Probate Service**

**MP&C GLS 04 Cert.-WP  
MP&C GLSC 07 P**

## MetLife Auto & Home

Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

### Legal Services Plan Certificate of Coverage

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887. Administrative services are provided under the policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the Administrator of the Plan.

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

**Name and Address of Policyholder:** State of Georgia Flexible Benefits Plan  
200 Piedmont Avenue  
West Tower, Suite 1804  
Atlanta, GA 30334

**Group Policy Effective Date:** January 1, 2014

#### Contacting Hyatt Legal Plans

You may contact the Plan Administrator, Hyatt Legal Plans, Inc. by phone or mail.

Phone: 1-800-821-6400

Mail: 1111 Superior Avenue  
Cleveland, OH 44114-2507

#### Definitions

**Covered Legal Services** means a service covering the preparation of wills and codicils for You and Your lawful spouse. The creation of any testamentary trust is covered. The service does not include tax planning.

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

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

**Metropolitan** means Metropolitan Property and Casualty Insurance Company.

**Plan Attorney** means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

**We, Us** and **Our** means the Administrator.

**You** and **Your** means the Eligible Employee.

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

To use the Group Legal Services Plan, You can call Hyatt. You should be prepared to identify Yourself as a participant in the Group Legal Services Plan. If You call Hyatt, the Client Service Representative who answers the call will:

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

You can decide to use a Plan Attorney or a non-Plan Attorney.

If You decide to use a Plan Attorney, the Plan Attorney will provide You with the Covered Legal Services described above.

If You decide to use a non-Plan Attorney, You must notify Hyatt. Hyatt will send You a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to Hyatt with the attorney's final bill. Within 60 days of Hyatt's receipt of the completed claim form and final bill, We will pay You up to the amount stated in the Non-Plan Attorney Fee Schedule. You will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by Hyatt. If a claim is denied in whole or in part, You may ask Hyatt for a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

## **Requirements for Coverage**

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

## **How Insurance Coverage Ends**

Your insurance coverage will end upon the first of the following to occur: the date the group policy ends; the last day of the month in which You cease to be an Eligible Employee. If insurance coverage ends, service will continue to be covered for any matter that was open and pending when insurance coverage ended.

## **Assignment**

Covered Legal Services provided under this certificate are not assignable.

## **Other Important Information**

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties. You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan. If, at any time, You have a question or concern about the service You have received, please call Hyatt to let Us know. Hyatt and Metropolitan will work hard to fix the problem to Your satisfaction.

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

### **FOR RESIDENTS OF MONTANA**

The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this policy.

**FOR RESIDENTS OF MASSACHUSETTS**

Complaints about the operation of the plan or quality of the attorneys may be made by calling 800-821-6400. The complaint will be resolved during the call or through the intervention of a representative who will contact the attorney and member to resolve the matter in most cases within 72 hours.

## MetLife Auto & Home

Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

### Legal Services Plan Certificate of Coverage

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887. Administrative services are provided under the policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the administrator of the Covered Legal Services described in this certificate.

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

**Name and Address of Policyholder:** State of Georgia Flexible Benefits Plan  
200 Piedmont Avenue  
West Tower, Suite 1804  
Atlanta, GA 30334

**Group Policy Effective Date:** January 1, 2014

#### Contacting Hyatt Legal Plans

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

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

### Definitions

**Covered Legal Services** means the following probate services to be made available to Your estate upon Your death: Probate services to provide attorney representation and payment of legal fees for the executor or administrator of Your estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from Your estate to Your heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

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

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

**Metropolitan** means Metropolitan Property and Casualty Insurance Company.

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

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

**You** and **Your** means an Eligible Employee.

## How the Group Legal Services Plan Works

To use the Group Legal Services Plan, the executor or administrator of Your estate should call Hyatt and be prepared to identify themselves as the executor or administrator of the estate. When calling Hyatt, the Client Service Representative who answers the call will:

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

The executor or administrator of Your estate can decide to use a Plan Attorney or a non-Plan Attorney.

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

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

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

## Exclusions

The following are not covered:

- matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and Your estate;
- any disputes with the Policyholder, Employer, Plan Attorneys, MetLife and/or any of its affiliates;
- any disputes involving statutory benefits;
- will contests or litigation outside probate court;
- appeals;
- court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and
- frivolous or unethical matters.

## Requirements for Coverage

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

## How Insurance Coverage Ends

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

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

## **Other Important Information**

Plan Attorneys may not request or accept additional compensation for providing Covered Legal Services, except for expenses or payments required to be made to third parties. Complaints regarding the conduct of an attorney who provides Covered Legal Services under the Plan may be made to the state bar association. If, at any time, a question or concern arises about the Covered Legal Services received, please call Hyatt Legal Plans, Inc. Hyatt and Metropolitan will work hard to fix the problem. Nothing contained in this certificate is intended to interfere with freedom of choice in the selection of an attorney or with the attorney-client relationship.

### **FOR RESIDENTS OF MASSACHUSETTS**

Complaints about the operation of the plan or quality of the attorneys may be made by calling 1-800-821-6400. The complaint will be resolved during the call or through the intervention of a representative who will contact the attorney and member to resolve the matter in most cases within 72 hours.

