# It's time to enroll for your benefits





## **City of Tallahassee**

Here are the benefits in which you're eligible to participate.

- Disability Insurance

Take advantage of the valuable benefits available to you through your employer and enroll today.



#### PLAN SUMMARY

## **Disability Insurance**

Coverage that can help protect your income when you are unable to work due to illness or injury.

City of Tallahassee

### Explore the coverage that helps you protect your income and your lifestyle

### What is Long Term Disability insurance?

Long Term Disability (LTD) insurance helps replace a portion of your income for an extended period of time.

#### **Eligibility Requirements**

**Long Term Disability: All** active full-time employees working at least 20 hours per week are eligible to participate.

## How is "Disability" defined under your Plan?

Generally, you are considered disabled and eligible for long term benefits if, due to sickness, pregnancy or accidental injury, you are receiving appropriate care and treatment and complying with the requirements of the treatment and you are unable to earn more than 80% of your predisability earnings at your own occupation for any employer in in the Local Economy.

Following the Own Occupation period, you are considered disabled if, due to sickness, pregnancy or accidental injury, you are receiving appropriate care and treatment and complying with the requirements of treatment and you are unable to earn 60% of your predisability earnings at any gainful occupation for any employer in the Local Economy for which you are reasonably qualified taking into account your training, education and experience.

For a complete description of this and other requirements that must be met, refer to the Certificate of Insurance provided by your Employer or contact your MetLife benefits administrator with any questions.

### What is the benefit amount?

#### Long Term Disability:

Your options are either a Long Term Disability Plan with a 180-day elimination period, or a Long Term Disability Plan with a 90-day elimination period. You may elect to purchase coverage, allowing for the elimination period that makes sense for you. What's more, under current tax laws, benefits paid under either plan option is tax-free if premiums are paid with post-tax dollars.

The Long Term Disability benefit replaces a portion of your predisability monthly earnings, less other income you may receive from other sources during the Disability (e.g., Social Security, Workers' Compensation, vacation pay, etc.).

The Benefit amount is 50% of the first \$10,000 of your predisability monthly earnings.

#### What is the maximum monthly benefit?

The amount of the Long Term Disability benefit may not exceed the maximum monthly benefit established under the plan, regardless of your annual salary amount. The maximum under this plan is \$5,000.

#### When do benefits begin and how long do they continue?

#### Long Term Disability:

Benefits begin after the end of the elimination period. The elimination period begins on the day you become disabled and is the length of time you must wait while being disabled before you are eligible to receive a benefit. Your elimination period for Long Term Disability is 90 or 180 days.

Your plan's maximum benefit period and any specific limitations are described in the Certificate of Insurance provided by your Employer.

#### Additional Disability Plan Benefits: Coverage with Your Best Interests in Mind...

When you are ill or injured for a long time, MetLife believes you need more than a supplement to your income. That's why we offer return-to-work services, and assistance in obtaining Social Security Disability Benefits to help you get the maximum benefits from your coverage. (Please note — this assistance is only offered if you are approved for LTD benefits).



Services to Help You Get Back to Work Can Include:Nurse Consultant or Case Manager Services: Specialists who personally contact you, your physician and your employer to coordinate an early return-to-work plan when appropriate.

Vocational Analysis: Help with identifying job requirements and determining how your skills can be applied to a new or modified job with your employer.

Job Modifications: Adjustments (e.g., redesign of work station tools) that enable you to return to work.

Retraining: Development programs to help you return to your previous job or educate you for a new one.

Financial Incentives: Allow you to receive Disability benefits or partial benefits while attempting to return to work.

The Services of Social Security Specialists: Once you are approved for Disability benefits, MetLife can help you obtain Social Security Disability benefits. Our experts can guide you through the initial application and appeals processes and may also help you access assistance from attorneys or vendors to pursue Social Security benefits.

### **Questions & Answers**

#### Q. Can I still receive benefits if I return to work part time?

A. Maybe. As long as you are disabled and meet the terms of your Disability plan, you may qualify for adjusted Disability benefits.

Your plan offers financial and Rehabilitation incentives designed to help you to return to work when appropriate, even on a part-time basis when you participate in an approved Rehabilitation Program.

While disabled, you may receive up to 100% of your predisability earnings when combining your disability benefit, Rehabilitation Incentives, your work earnings and income from other sources.

The Rehabilitation Incentive you can get a 10% increase in your monthly benefit.

The Family Care Incentive provides reimbursement up to \$100 per month for eligible expenses, such as child care.

may be eligible for the Moving Expense Incentive if you incur expenses in order to move to a new residence recommended as part of the Rehabilitation Program. Expenses must be approved in advance.

#### Q. Are there any exclusions for Pre-Existing Conditions?

A. Yes. Your plan may not cover a sickness or accidental injury that arose in the months prior to your participation in the plan. A complete description of the pre-existing condition exclusion is included in the Certificate of Insurance provided by your Employer or contact your MetLife benefits administrator with any questions.

#### Q. Are there any exclusions to my coverage?

- A Yes. Your plan does not cover any Disability which results from or is caused or contributed to by:
  - War, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
  - Active participation in a riot;
  - Intentionally self-inflicted injury or attempted suicide;
  - Commission of or attempt to commit a felony.

#### Q. Are there any limitations to my coverage?

A. For Long Term Disability, limited benefits apply for specific conditions:

If you are disabled due to alcohol, drug or substance abuse or addiction mental or nervous disorders or diseases neuromuscular, musculoskeletal or soft tissue disorder chronic fatigue syndrome and related conditions conditions, we will limit your Disability benefits to one occurrence for each period of Disability for these conditions, for any and all of the above equal to the lesser of:

- months; or
- The Maximum Benefit Period

Your Disability benefits will be limited as stated above for mental or nervous disorder or disease except for:

- schizophrenia;
- dementia; or
- organic brain disease



If you are confined in a Hospital or Mental Health Facility at the end of the period shown above for which benefits are to be paid, we will continue Your Monthly Benefits until the end of Your Hospital or Mental Health Facility confinement.

Other limitations or exclusions to your coverage may apply. Please review your Certificate of Insurance provided by your Employer for specific details or contact your benefits administrator with any questions.

The "Plan Benefits" provides only a brief overview of the LTD plan. A more complete description of the benefits provisions, conditions, limitations, and exclusions will be included in the Certificate of Insurance/Summary Plan Description. If any discrepancies exist between this information and the legal plan documents, the legal plan documents will govern.

Long Term Disability ("LTD") coverage is provided under a group insurance policy issued to your employer by MetLife. This LTD coverage terminates when your employment ceases, when you cease to be an eligible employee, when your LTD contributions cease (if applicable) or upon termination of the group contract by your employer. Like most group insurance policies, MetLife's group policies contain certain exclusions, elimination periods, reductions, limitations and terms for keeping them in force. State variations may apply.

1 Under certain circumstances, MetLife may estimate the amount of income you may receive from other sources.

## City of Tallahassee Disability Plan Contribution Worksheet

This worksheet allows you to approximate your monthly and annual contributions for Long Term Disability (LTD) coverage effective 01/01/2012. Contribution amounts are based on gross monthly income. Actual contributions will be calculated by the payroll system.

## LTD Example Long Term Disability Contribution:

A. Annual Earnings =	\$ 30,000	A. Annual Earnings =	\$
B. Monthly Earnings = (A divided by 12)	\$ 2,500	B. Monthly Earnings = (A divided by 12)	\$
C. Monthly Benefit = (B x 60%)	\$ 1,500	C. Monthly Benefit = (B x 60%)	\$
<b>D. Value Per \$100 =</b> ( <i>C divided by 100</i> )	15.00	<b>D. Value Per \$100 =</b> (C <i>divided by 100</i> )	
E. Estimated Monthly Contribution (D multiplied by \$0.59)	\$ 8.85	E. Estimated Monthly Contribution = (D multiplied by the applicable flat rate	\$



Rate Ir	ofrmation	and the second	
Rate per \$100 of covered monthly payroll	Age Range	90 day EP	180 EP
	< 25	\$0.139	\$0.109
	25 to 29	\$0.222	\$0.176
	30 to 34	\$0.343	\$0.252
	35 to 39	\$0.475	\$0.264
	40 to 44	\$0.720	\$0.351
	45 to 49	\$0.704	\$0.459
	50 to 54	\$0.663	\$0.591
	55 to 59	\$1.130	\$0.455
	60 to 64	\$1.245	\$0.500
	65+	\$1.043	\$0.419



## **Required Regulatory Information**

Like most insurance policies, insurance policies offered by MetLife and its affiliates contain certain exclusions, exceptions, waiting periods, reductions, limitations, and terms for keeping them in force. Please contact MetLife or your plan administrator for complete details.

Certain of the benefits mentioned in this communication may be sponsored by your employer as part of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Those policies/products which are not part of an employer-sponsored plan are offered by MetLife or an affiliate and are not subject to ERISA. With respect to employer-sponsored benefits, you should obtain additional information regarding terms and eligibility from your employer. The MetLife Auto & Home<sup>®</sup> Group Insurance Program is not part of your employer-sponsored plan and is not subject to ERISA.

The companies listed in this communication operate independently and are not responsible for each other's financial obligations.

## METLIFE U.S. CONSUMER PRIVACY NOTICE — GROUP BUSINESS & SPECIALIZED BENEFIT RESOURCES

Facts:	What Do the MetLife Companies Do With Your Personal Information?	
Plan Sponsors and Group Insurance Contract Holders	This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, "you" refers to these individuals.	
Why?	Financial companies choose how they share your personal information. The law gives consumers the right to limit some but not all sharing. The law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us.</li> <li>This information can include: <ul> <li>Social Security number and employment information</li> <li>income and assets</li> <li>driving record</li> </ul> </li> <li>credit information and other consumer report information</li> <li>medical information and insurance history</li> <li>information about any business you have with us, our affiliates, or other companies</li> </ul>	
How Does MetLife Get Your Information?	We collect personal information from you as well as through third parties. We also use outside sources to help ensure our records are correct and complete. Third parties include consumer reporting agencies, employers, other financial institutions and adult relatives. Information collected may be kept by the consumer reporting agency and later given to others as permitted by law. We don't control the accuracy of information outside sources give us. If you want to make changes to information we receive about you, you must contact those sources. If we have asked for a consumer report about you, and you write or call us, we will give you the name, address, and phone number of the consumer reporting agency. The agency will give you a copy of the report, if you ask the agency and provide proper identification. Consumer reports may tell us about a lot of things, including: • reputation • work history • driving record • finances • hobbies and dangerous activities	
	In some limited circumstances, we may ask an agency for an investigative report about you. They will ask others about you. We will ask them to contact you as well.	
How Does MetLife Use Your Information?	<ul> <li>We collect personal information to help decide if you're eligible for our products or services. We may also use it to help deter fraud or money laundering. How we use this information depends on what products and services you have or want from us. We may also use it to: <ul> <li>administer your products and services</li> <li>confirm or correct your information</li> <li>process claims and other transactions</li> <li>perform business research</li> </ul> </li> </ul>	
How Does MetLife Protect Your Information?	We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our service providers must also protect it, and use it only to meet our business needs. We take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.	
Reasons MetLife Shares Your Information	All financial companies need to share personal information to run their everyday business. We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with our sales agents and businesses hired to carry out services for us. We may share your information with our regulators or with law enforcement. If you have MetLife products because of your relationship with an employer, association or other sponsoring organization, we may share information with it and its agents as permitted by law. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetLife chooses to share; and whether you can limit this sharing.	

For our affiliates' everyday business purposes – Information about your         No         Not.           transactions and experiences         No         Not.           For our affiliates' everyday business purposes – Information about your creditworthiness         No         Not.           For our affiliates to market to you         No         No         Not.           For non-affiliates to market to you         No         No         No           How Does Mettife The Health Insurance Portability and Accountability Act ("HIPAA") protects your information purchase dental, vision, long-term care and/or medical insurance from us. We will provide your rights under HIPAA with any dental, vision, long-term care or medical coverage issue information?         You can obtain a copy of our HIPAA Privacy Notice by visiting our website at twww.MetLife "Privacy Policy" at the bottom of the home page. For additional information about your righ or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS; call us at (212) 578-0299.           Definitions:         Companies related by common ownership or control. Affiliates can be financial or nonfinan Our affiliates include life, car, and home insurers. They also include a legal plans company broker-dealer. In the future, we may have affiliates in other businesses.           Non -affiliates         Companies not related by common ownership or control. Non-affiliates can be financial or companies. MetLife does not share personal information with non-affiliates for their market for unay ask us for a copy of the personal information we have on you. Generally, we will provide it as long as retrievable and within our contro	Reasons We Can	Share Your Personal Information	Does MetLife share?*	Can you limit this sharing?
and services to you       No       Not.         For joint marketing with other financial companies       No       Not.         For our affiliates' everyday business purposes – Information about your       No       Not.         For our affiliates' everyday business purposes – Information about your creditworthiness       No       Not.         For our affiliates to market to you       No       Not.       Not.         For non-affiliates to market to you       No       Not.       Not.         How Does MetLife       The Health Insurance Portability and Accountability Act ('HIPAA') protects your information purchase dental, vision, long-term care and/or medical insurance from us. We will provide your rights under HIPAA with any dental, vision, long-term care or medical coverage issue your adults at information about your right or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS call us at (212) 578-0299.         Definitions:       Affiliates       Companies related by common ownership or control. Affiliates can be financial or nonfinan Our affiliates inot tel tabe y common ownership or control. Non-affiliates can be financial or companies. MetLife does not share personal information with non-affiliates for their market finance services to you.         How Can I Access and Correct Information?       You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as relievable and within our control. You must make your request in writing and provide the account or policy num with the information you wish to access. For legal reasons, we may not show	if you qualify for cov	verage, maintain your account(s), respond to court orders and	Yes	Νο
For joint marketing with other financial companies         No         Not.           For our affiliates' everyday business purposes – Information about your         No         Not.           ransactions and experiences         No         Not.           For our affiliates is everyday business purposes – Information         No         Not.           about your creditivorthiness         No         Not.           For non-affiliates to market to you         No         Not.           How Does MetLlfe The Health Insurance Portability and Accountability Act ('HIPAA') protects your information         No         Not.           Handle Your         purchase dental, vision, long-term care and/or medical insurance from us. Weill provide your right under HIPAA Privacy Notice by visiting our website at www. MetLife 'Privacy Policy' at the bottom of the home page. For additional information about your right or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS( call us at (212) 57-029.           Definitions:         Companies related by common ownership or control. Affiliates can be financial or nonfinan Our affiliates include life, car, and home insurers. They also include a legal plans company broker-dealer. In the future, we may have affiliates in other businesses.           Non affiliates         Companies not related by common ownership or control. Non-affiliates for their market financ services to you.           How Can I Access and Correct Information?         You umy ask us for a copy of the personal information we have on you. Generally, we will prov	-		Yes	No
For our affiliates' everyday business purposes – Information about your         No         Not.           transactions and experiences         No         Not.           For our affiliates' everyday business purposes – Information about your creditworthiness         No         Not.           For our affiliates to market to you         No         No         Not.           For non-affiliates to market to you         No         No         No           How Does MetLife For health         Instrumce Portability and Accountability Act ("HIPAA") protects your information purchase dental, vision, long-term care and/or medical insurance from us. We will provide your rights under HIPAA with any dental, vision, long-term care or medical coverage issue information?           You can obtain a copy of our HIPAA Privacy Notice by visiting our website at tww.MetLife "Privacy Policy" at the bottom of the home page. For additional information about your righ or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS call us at (212) 578-0299.           Definitions:         Companies related by common ownership or control. Affiliates can be financial or nonfinan Our affiliates include life, car, and home insurers. They also include a legal plans company broker-dealer. In the future, we may have affiliates in other businesses.           Non-affiliates         Companies not related by common ownership or control. Non-affiliates for their market our additional agreement between non-affiliated financial companies that together market financ services to you.           You may ask us for a copy of the personal information we h	For joint marketin	g with other financial companies	No	Not Applicable
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Our affiliates include life, car, and home insurers. They also include a legal plans company broker-dealer. In the future, we may have affiliates in other businesses.           Non-affiliates         Companies not related by common ownership or control. Non-affiliates can be financial or companies. MetLife does not share personal information with non-affiliates for their market Joint Marketing           A formal agreement between non-affiliated financial companies that together market financ services to you.           How Can I Access and Correct Information?           You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as retrievable and within our control. You must make your request in writing and provide the account or policy num with the information you wish to access. For legal reasons, we may not show you privileged information relating lawsuit, unless required by law. If you tell us that what we know about you is incorrect, we will review it. If we an update our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever disputed information to anyone outside MetLife.           Who is Providing This Notice?         Metropolitan Life Insurance Company Delaware American Life Insurance Company Safeguard Health Plans, Inc. General American Life Insurance Company SafeHealth Life Insurance Company Metropolitan Life Insurance Company of America; Employer's Reinsurance Corporation; ar Insurance and Annuity Association of America           How Will I Know if This Notice is Changed?         Weat privacy questions or requests for more information to: MetLife Privacy Office,	Definitions:	1		
Joint Marketing       A formal agreement between non-affiliated financial companies that together market financial services to you.         How Can I Access and Correct Information?         You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as retrievable and within our control. You must make your request in writing and provide the account or policy nun with the information you wish to access. For legal reasons, we may not show you privileged information relating lawsuit, unless required by law. If you tell us that what we know about you is incorrect, we will review it. If we agred our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever disputed information to anyone outside MetLife.         Who is Providing       Metropolitan Life Insurance Company         This Notice?       Delaware American Life Insurance Company         Safeguard Health Plans, Inc.       General American Life Insurance Company         MetLife Health Plans, Inc.       General American Life Insurance Company         SafeHealth Life Insurance Company       Metropolitan Life Insurance Company of America; Employer's Reinsurance Corporation; ar Insurance and Annuity Association of America         How Will I Know if       We may revise this privacy notice at any time. If we make material changes, we will notify the you will we will revise this privacy notice at any time. If we make material changes, we will notify the you will revise this privacy notice at any time. If we make material changes, we will notify the you will not you have the privacy Office,		Our affiliates include life, car, and home insurers. They also include	de a legal plans	
services to you.         How Can I Access and Correct Information?         You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as retrievable and within our control. You must make your request in writing and provide the account or policy num with the information you wish to access. For legal reasons, we may not show you privileged information relating lawsuit, unless required by law. If you tell us that what we know about you is incorrect, we will review it. If we are update our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever disputed information to anyone outside MetLife.         Who is Providing       Metropolitan Life Insurance Company         Delaware American Life Insurance Company       Delaware American Life Insurance Company         Safeguard Health Plans, Inc.       General American Life Insurance Company         Metropolitan Life Insurance Company       Metropolitan Life Insurance Company of America; Employer's Reinsurance Corporation; ar Insurance and Annuity Association of America         How Will I Know if       We may revise this privacy notice at any time. If we make material changes, we will notify the plaw.         Changed?       Send privacy questions or requests for more information to: MetLife Privacy Office, <td>Non-affiliates</td> <td colspan="3">Companies not related by common ownership or control. Non-affiliates can be financial or nonfinancial companies. MetLife does not share personal information with non-affiliates for their marketing purposes.</td>	Non-affiliates	Companies not related by common ownership or control. Non-affiliates can be financial or nonfinancial companies. MetLife does not share personal information with non-affiliates for their marketing purposes.		
You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as retrievable and within our control. You must make your request in writing and provide the account or policy num with the information you wish to access. For legal reasons, we may not show you privileged information relating lawsuit, unless required by law. If you tell us that what we know about you is incorrect, we will review it. If we agupdate our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever disputed information to anyone outside MetLife.         Who is Providing       Metropolitan Life Insurance Company         This Notice?       Delaware American Life Insurance Company         Safeguard Health Plans, Inc.       General American Life Insurance Company         SafeHealth Life Insurance Company       Metropolitan Life Insurance Company         Metropolitan Life Insurance Company       Metropolitan Life Insurance Company of America; Employer's Reinsurance Corporation; ar Insurance and Annuity Association of America         How Will I Know if       We may revise this privacy notice at any time. If we make material changes, we will notify the law.         Changed?       Send privacy questions or requests	Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.		
retrievable and within our control. You must make your request in writing and provide the account or policy num with the information you wish to access. For legal reasons, we may not show you privileged information relating lawsuit, unless required by law. If you tell us that what we know about you is incorrect, we will review it. If we are update our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever disputed information to anyone outside MetLife. Who is Providing This Notice? Metropolitan Life Insurance Company Delaware American Life Insurance Company Safeguard Health Plans, Inc. MetLife Health Plans, Inc. General American Life Insurance Company SafeHealth Life Insurance Company Metropolitan Life Insurance Company as administrator for the Prudential Insurance Company Metropolitan Life Insurance Company of America; Employer's Reinsurance Corporation; ar Insurance and Annuity Association of America How Will I Know if This Notice is Changed? Questions? Send privacy questions or requests for more information to: MetLife Privacy Office,	How Can I Access	-		
This Notice?Delaware American Life Insurance Company Safeguard Health Plans, Inc. MetLife Health Plans, Inc. General American Life Insurance Company SafeHealth Life Insurance Company Metropolitan Life Insurance Company as administrator for the Prudential Insurance Compa Business Men's Assurance Company of America; Employer's Reinsurance Corporation; ar Insurance and Annuity Association of AmericaHow Will I Know if This Notice is Changed?We may revise this privacy notice at any time. If we make material changes, we will notify y by law.Questions?Send privacy questions or requests for more information to: MetLife Privacy Office,	retrievable and with with the information lawsuit, unless requ update our records. disputed informatio	in our control. You must make your request in writing and provide you wish to access. For legal reasons, we may not show you privi lired by law. If you tell us that what we know about you is incorrect Otherwise, you may dispute our findings in writing. We will include n to anyone outside MetLife.	the account or p ileged informatio , we will review i	olicy number associated n relating to a claim or t. If we agree, we will
	This Notice? How Will I Know if This Notice is	Delaware American Life Insurance Company Safeguard Health Plans, Inc. MetLife Health Plans, Inc. General American Life Insurance Company SafeHealth Life Insurance Company Metropolitan Life Insurance Company as administrator for the Pru Business Men's Assurance Company of America; Employer's Rei Insurance and Annuity Association of America We may revise this privacy notice at any time. If we make materia	insurance Corpo	ration; and Teachers
IF.O. DOX 403, WAIWICK, NI 02007-3334, Call (077) 030-7004 0Fg0 to WWW.INELINE.COM	-	Send privacy questions or requests for more information to: MetL P.O. Box 489, Warwick, RI 02887-9954; Call (877) 638-7684 or g		

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## Notes



Navigating life together



## **MetLife**<sup>®</sup>

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

#### **CERTIFICATE RIDER**

Group Policy No.: 98014-1-G

Policyholder: City of Tallahassee

Effective Date: January 1, 2014

The certificate is changed as follows:

Applicable to Disability Income Insurance: Long Term Benefits

#### In **DISABILITY INCOME INSURANCE**, replace **ADDITIONAL LONG TERM BENEFIT: COST OF LIVING ADJUSTMENT** with the following:

#### **"ADDITIONAL LONG TERM BENEFIT: COST OF LIVING ADJUSTMENT**

If You have been receiving Monthly Benefits under this certificate, We will adjust Your benefit amount on the first of the month following the date the 60 Monthly Benefit is payable. As limited by the Maximum Benefit Period, further adjustments will take effect on each anniversary of the first adjustment.

The adjustments do not apply to amounts We pay under this certificate for Rehabilitation Incentives or any Additional Benefits shown in the Schedule of Benefits"

#### In **DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS**, add the following:

#### "For Disability Due to Alcohol, Drug or Substance Abuse or Addiction

If You are Disabled due to alcohol, drug or substance abuse or addiction, We will limit Your Disability benefits to one period of Disability during your lifetime. During Your Disability, We require You to participate in an alcohol, drug or substance abuse or addiction recovery program recommended by a Physician.

We will end Disability benefit payments at the earliest of:

- the date You receive 24 months of Disability benefit payments;
- the date You cease or refuse to participate in the recovery program referred to above; or
- the date You complete such recovery program."

## **CERTIFICATE RIDER (Continued)**

In DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS, replace For Disability Due to Mental or Nervous Disorder or Diseases with the following:

## "For Disability Due to Mental or Nervous Disorders or Diseases, Neuromuscular, Musculoskeletal or Soft Tissue Disorder, Chronic Fatigue Syndrome and related conditions

If You are Disabled due to one or more of the following, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- 24 months; or
- the Maximum Benefit Period.

Your Disability benefits will be limited as stated above for:

- 1. a Mental or Nervous Disorder or Disease except for:
  - schizophrenia;
  - dementia; or
  - organic brain disease;
- Neuromuscular, musculoskeletal or soft tissue disorder including, but not limited to, any disease or disorder of the spine or extremities and their surrounding soft tissue; including sprains and strains of joints and adjacent muscles, unless the Disability has objective evidence of:
  - Seropositive Arthritis;
  - Spinal Tumors, malignancy, or Vascular Malformations;
  - Radiculopathies;
  - Myelopathies;
  - Traumatic Spinal Cord Necrosis; or
  - Myopathies; or
- 3. Chronic fatigue syndrome and related conditions.

**Mental or Nervous Disorder or Disease** means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders as of the date of Your Disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

**Seropositive Arthritis** means an inflammatory disease of the joints supported by clinical findings of arthritis plus positive serological tests for connective tissue disease.

Spinal means components of the bony spine or spinal cord.

Tumor(s) means abnormal growths which may be malignant or benign.

Vascular Malformations means abnormal development of blood vessels.

## **CERTIFICATE RIDER (Continued)**

**Radiculopathies** means disease of the peripheral nerve roots supported by objective clinical findings of nerve pathology.

**Myelopathies** means disease of the spinal cord supported by objective clinical findings of spinal cord pathology.

**Traumatic Spinal Cord Necrosis** means injury or disease of the spinal cord resulting from traumatic injury with resultant paralysis.

**Myopathies** means disease of skeletal muscle supported by clinical, histological, biochemical and/or electrodiagnostic findings.

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

## **MetLife**<sup>®</sup>

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

#### **CERTIFICATE RIDER**

Group Policy No.: 98014-1-G

Policyholder: City of Tallahassee

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We will end Disability benefit payments at the earliest of:

- the date You receive 24 months of Disability benefit payments;
- the date You cease or refuse to participate in the recovery program referred to above; or
- the date You complete such recovery program."

## **CERTIFICATE RIDER (Continued)**

In DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS, replace For Disability Due to Mental or Nervous Disorder or Diseases with the following:

## "For Disability Due to Mental or Nervous Disorders or Diseases, Neuromuscular, Musculoskeletal or Soft Tissue Disorder, Chronic Fatigue Syndrome and related conditions

If You are Disabled due to one or more of the following, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- 24 months; or
- the Maximum Benefit Period.

Your Disability benefits will be limited as stated above for:

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  - schizophrenia;
  - dementia; or
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- Neuromuscular, musculoskeletal or soft tissue disorder including, but not limited to, any disease or disorder of the spine or extremities and their surrounding soft tissue; including sprains and strains of joints and adjacent muscles, unless the Disability has objective evidence of:
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**Mental or Nervous Disorder or Disease** means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders as of the date of Your Disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

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## **CERTIFICATE RIDER (Continued)**

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**Myopathies** means disease of skeletal muscle supported by clinical, histological, biochemical and/or electrodiagnostic findings.

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

## YOUR BENEFIT PLAN

**City of Tallahassee** 

## All Full-Time Employees Who Elect the 180 Day Elimination Period Plan Option

**Disability Income Insurance: Long Term Benefits** 

Certificate Date: January 1, 2012

City of Tallahassee 300 South Adams Street Tallahassee, FL 32301

## 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.

City of Tallahassee



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 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:	City of Tallahassee
Group Policy Number:	98014-1-G
Type of Insurance:	Disability Income Insurance: Long Term Benefits
MetLife Toll Free Number(s): For Claim Information	

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

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

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

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

For Texas Residents:

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

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

## 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

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance

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

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

Email: ConsumerProtection@tdi.state.tx.us

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

## ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document. Puede escribir al Departamento de Seguros de Texas

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

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

Email: ConsumerProtection@tdi.state.tx.us

## DISPUTAS SOBRE PRIMAS O RECLAMOS: Si

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

## UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

## NOTICE FOR RESIDENTS OF ALL STATES

## WORKERS' COMPENSATION

This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

## MANDATORY DISABILITY INCOME BENEFIT LAWS

For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

## NOTICE FOR RESIDENTS OF ARKANSAS

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

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

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

## NOTICE FOR RESIDENTS OF CALIFORNIA

### **IMPORTANT NOTICE**

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

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

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

## NOTICE FOR RESIDENTS OF CONNECTICUT

## MANDATORY REHABILITATION

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

## NOTICE FOR RESIDENTS OF GEORGIA

## IMPORTANT NOTICE

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

## NOTICE FOR RESIDENTS OF IDAHO

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

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

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

## NOTICE FOR RESIDENTS OF ILLINOIS

## **IMPORTANT NOTICE**

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

MetLife 200 Park Avenue New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance Public Services Division Springfield, Illinois 62767

## NOTICE FOR MASSACHUSETTS RESIDENTS

## CONTINUATION OF DISABILITY INCOME INSURANCE

- 1. If Your Disability Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
- 2. If Your Disability Income 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 Disability Income Insurance under the CONTINUATION WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

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

## NOTICE FOR RESIDENTS OF NORTH CAROLINA

Read your Certificate Carefully.

This Certificate Contains a Pre-existing Condition Limitation.

## IMPORTANT CANCELLATION INFORMATION

**Please Read The Provision Entitled** 

## DATE YOUR INSURANCE ENDS

Found on Pages e/ee

## NOTICE FOR RESIDENTS OF NORTH CAROLINA

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

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

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

## NOTICE FOR RESIDENTS OF UTAH

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

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

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

The basic protections provided by the Association are:

- Life Insurance

  \$500,000 in death benefits
  \$200,000 in cash surrender or withdrawal values

  Health Insurance

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

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

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

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

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

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

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

## NOTICE FOR RESIDENTS OF VIRGINIA

## IMPORTANT INFORMATION REGARDING YOUR INSURANCE

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

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

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

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

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 <u>www.scc.virginia.gov</u> - web address <u>ombudsman@scc.virginia.gov</u> - email

## NOTICE FOR RESIDENTS OF WEST VIRGINIA

## FREE LOOK PERIOD:

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

## KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

**PROBLEMS WITH YOUR INSURANCE?** - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife Attn: Corporate Consumer Relations Department 200 Park Avenue New York, NY 10166-0188 1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 outside of Madison or 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 will only be insured for the benefits:

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

BENEFIT

## BENEFIT AMOUNT AND HIGHLIGHTS

## **Disability Income Insurance For You: Long Term Benefits**

Monthly Benefit	50% of the first \$10,000 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	10% of the Monthly Benefit before reductions for Other Income Benefits or \$100, whichever is greater, subject to the Overpayments and Rehabilitation Incentive subsections of this certificate
Elimination Period	180 Days

#### Maximum Benefit Period\* the later of:

- Your Normal Retirement Age; or
- the period shown below:

Age on Date of Your Disability	Benefit Period
Less than 60	To age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

\*The Maximum Benefit Period is subject to the LIMITED DISABILITY BENEFITS and DATE BENEFIT PAYMENTS END sections.

#### **Additional Benefits:**

## DEFINITIONS

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

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

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

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

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

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

**Consumer Price Index** means the CPI-W, the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the CPI-W is discontinued or replaced, We reserve the right to substitute any other comparable index.

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

Contributory Insurance includes: Disability Income Insurance: Long Term Benefits.

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn:
  - during the Elimination Period and the next 24 months of Sickness or accidental injury, more than 80% of Your Predisability Earnings at Your Own Occupation from any employer in Your Local Economy; and
  - after such period, more than 60% of your Predisability Earnings from any employer in Your Local Economy at any gainful occupation for which You are reasonably qualified taking into account Your training, education and experience.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If You are Disabled and have received a Monthly Benefit for 12 months, We will adjust Your Predisability Earnings only for the purposes of determining whether You continue to be Disabled and for calculating the Return to Work Incentive, if any. We will make the initial adjustment as follows:

## **DEFINITIONS** (continued)

We will add to Your Predisability Earnings an amount equal to the product of:

- Your Predisability Earnings times the lesser of:
  - 7%; or
  - the annual rate of increase in the Consumer Price Index for the prior calendar year.

Annually thereafter, We will add an amount to Your adjusted Predisability Earnings calculated by the method set forth above but substituting Your adjusted Predisability Earnings from the prior year for Your Predisability Earnings. **This adjustment is not a cost of living benefit**.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

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

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  - 1. 18 years of age or older;
  - 2. unmarried;
  - 3. the sole domestic partner of the other person and have been so for the immediately preceding 12 months;
  - 4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 12 months; and
  - 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

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

**Elimination Period** means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

**Full-Time** means Active Work of at least 20 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Local Economy means the geographic area:

- within which You reside; and
- which offers suitable employment opportunities within a reasonable travel distance.

If You move on or after the date You become Disabled, We may consider both Your former and current residence to be Your Local Economy.

**Normal Retirement Age** means that as defined by the federal Social Security Administration on the date Your Disability starts.

**Own Occupation** means the essential functions You regularly perform that provide Your primary source of earned income.

## **DEFINITIONS** (continued)

#### Physician means:

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

#### The term does not include:

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

#### Policyholder's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Policyholder contributions.

#### The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

**Predisability Earnings** means gross salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began. We calculate this amount on a monthly basis.

#### The term includes:

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
  - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - an executive non-qualified deferred compensation arrangement; and
  - Your fringe benefits under an IRC Section 125 plan.

## **DEFINITIONS** (continued)

#### The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

**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.

**Rehabilitation Program** means a program that has been approved by us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

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

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

We, Us and Our mean MetLife.

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

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

### ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

#### ELIGIBLE CLASS(ES)

All Full-Time employees of the Policyholder who elect the 180 day elimination period option plan, but not temporary or seasonal employees.

#### DATE YOU ARE ELIGIBLE FOR INSURANCE

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

If You are in an eligible class on January 1, 2012, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2012, You will be eligible for insurance on the first day of the month coincident with or next following the date You enter that class.

#### ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

The insurance listed below is part of a flexible benefits plan established by the Policyholder. Subject to the rules of the flexible benefits plan and the Group Policy, You may enroll for Disability Income Insurance: Long Term Benefits only when You are first eligible or during an annual enrollment period. You should contact the Policyholder for more information regarding the flexible benefits plan.

#### DATE YOUR INSURANCE TAKES EFFECT

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

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect on the date You become eligible for such insurance if You are Actively at Work on that date.

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

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

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

#### **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.
- 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.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

#### 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 You cease to be in an eligible class. You will cease to be in an eligible class on the last day of the calendar month in which You cease Active Work in an eligible class, if You are not disabled on that date; or
- 5. the last day of the calendar month in which Your employment ends; or
- 6. the date You retire in accordance with the last day of the calendar month in which Your employment ends.

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

#### **Reinstatement of Disability Income Insurance**

If Your insurance ends, You may become insured again as follows:

- 1. If Your insurance ends because:
  - You cease to be in an eligible class; or
  - Your employment ends; and

You become a member of an eligible class again within 3 months of the date Your insurance ended, You will not have to complete a new Waiting Period or provide evidence of Your insurability.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- 2. If Your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:
  - The end of the period of leave You and the Policyholder agreed upon; or
  - The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will be required to provide evidence of Your insurability.

If You become insured again as described in either item 1 or 2 above, the limitation for Pre-existing Conditions will be applied as if Your insurance had remained in effect with no interruption.

# SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE

To prevent a loss of insurance because of a change in insurance carriers, the following rules will apply if this Disability Income Insurance replaces a plan of group disability income insurance provided to You by the Policyholder:

**Prior Plan** means the plan of group disability income insurance provided to You by the Policyholder through another carrier on the day before the Replacement Date.

Replacement Date means the effective date of the Disability Income Insurance under the Group Policy.

## Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:

- If You are Actively at Work on the day before the Replacement Date, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.
- If You are <u>not</u> Actively at Work on such date because you are Disabled, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.

We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate.

Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

Benefit payments for such Disability will end on the earliest of:

- the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or
- the date that payments would have ended under the provisions of the Prior Plan of Insurance.
- If You are <u>not</u> Actively at Work on such date for any other reason, You will become insured for Disability Income Insurance under this certificate on the date you return to Active Work.

## Rules for When Insurance Takes Effect if You were <u>Not</u> Insured Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

#### **Rules for Pre-existing Conditions**

In determining whether a Disability is due to a Pre-existing Condition, We will credit You for any time You were insured under the Prior Plan. If Your Disability is due to a Pre-existing Condition as described in this certificate, but would not have been due to a pre-existing condition under the Prior Plan, We will pay a benefit equal to the lesser of:

- the benefit amount under this certificate; or
- the disability income insurance benefit that would have been payable to You under the Prior Plan.

If Your Disability would have been due to a pre-existing condition under the Prior Plan, it will be treated as having been caused by a Pre-existing Condition under this certificate.

# SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)

#### Rules for Temporary Recovery from a Disability under the Prior Plan

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an active Full-Time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

#### FOR FAMILY AND MEDICAL LEAVE

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

#### AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who are not Disabled and cease Active Work in an eligible class for the period You cease Active Work in an eligible class due to any Policyholder approved leave of absence for up to 90 days.

At the end of the continuation period 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.

## **EVIDENCE OF INSURABILITY**

We require evidence of insurability satisfactory to Us as follows:

1. in order for You to change Your Disability Income Insurance: Long Term Benefits from the 180 day Elimination Period option to the 90 day Elimination Period option.

If You do not give Us evidence of insurability or the evidence is not accepted by Us as satisfactory, Your Disability Income Insurance: Long Term Benefits option will not be changed.

2. if You make a late request for more than 31 days after You become eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Disability Income Insurance: Long Term Benefits.

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

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS**

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Monthly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after Our initial approval, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews or functional capacity exams, as needed.

While You are Disabled, the Monthly Benefit described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

#### **BENEFIT PAYMENT**

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Monthly Benefit on the date which occurs on the first day of the month after the date benefits begin to accrue. We will make subsequent payments monthly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each month.

We will pay Monthly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

While You are receiving Monthly Benefits, You will not be required to pay premiums for the cost any disability income insurance defined as Contributory Insurance.

#### **RECOVERY FROM A DISABILITY**

If You return to Active Work, We will consider You to have recovered from Your Disability.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group long term disability plan.

#### If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period for a period of 30 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. We will count those days towards the completion of Your Elimination Period.

If You return to Active Work for a period of more than 30 days, and then become Disabled again, You will have to complete a new Elimination Period.

For purposes of this provision, the term Active Work only includes those days You actually work.

#### If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after completing Your Elimination Period for a period of 180 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

## DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (continued)

If You return to Active Work for a period of more than 180 days and then become Disabled again, You will have to complete a new Elimination Period.

For purposes of this provision, the term Active Work includes all of the continuous days which follow Your return to work for which You are not Disabled.

#### **REHABILITATION INCENTIVES**

#### **Rehabilitation Program Incentive**

If You participate in a Rehabilitation Program, We will increase Your Monthly Benefit by an amount equal to 10% of the Monthly Benefit. We will do so before We reduce Your Monthly Benefit by any other income.

#### Work Incentive

While You are Disabled, We encourage You to work. If You work while You are Disabled and receiving Monthly Benefits, Your Monthly Benefit will be adjusted as follows:

- Your Monthly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and
- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Monthly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Monthly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability.

In addition, the Minimum Monthly Benefit will not apply.

#### Limit on Work Incentive

After the first 24 months following Your Elimination Period, We will reduce Your Monthly Benefit by 50% of the amount You earn from working while Disabled.

#### Family Care Incentive

If You work or participate in a Rehabilitation Program while You are Disabled, We will reimburse You for up to \$400 for monthly expenses You incur for each family member to provide:

- care for Your or Your Spouse's child, legally adopted child, or child for whom You or Your Spouse are legal guardian and who is:
  - living with You as part of Your household;
  - dependent on You for support; and
  - under age 13.

The child care must be provided by a licensed child care provider who may not be a member of Your immediate family or living in Your residence.

- care to Your family member who is:
  - living with You as part of Your household;
  - chiefly dependent on You for support; and
  - incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to Your family member may not be provided by a member of Your immediate family.

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (continued)**

We will make reimbursement payments to You on a monthly basis starting with the first Monthly Benefit payment until You have received 24 Monthly Benefit Payments. Payments will not be made beyond the Maximum Benefit Period. We will not reimburse You for any expenses for which You are eligible for payment from any other source. You must send Proof that You have incurred such expenses.

#### Moving Expense Incentive

If You participate in a Rehabilitation Program while You are Disabled, We may reimburse You for expenses You incur in order to move to a new residence recommended as part of such Rehabilitation Program. Such expenses must be approved by Us in advance.

You must send Proof that You have incurred such expenses for moving.

We will not reimburse You for such expenses if they were incurred for services provided by a member of Your immediate family or someone who is living in Your residence.

# DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

- 1. any benefits which You receive or are eligible to receive because of Your disability or retirement under:
  - Railroad Retirement Act;
  - any state or public employee retirement or disability plan; or
  - any pension or disability plan of any other nation or political subdivision thereof.
- 2. any income received for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions.
- 3. any income received for disability under:
  - a group insurance policy to which the Policyholder has made a contribution, such as:
    - benefits for loss of time from work due to disability;
    - installment payments for permanent total disability;
  - a no-fault auto law for loss of income, excluding supplemental disability benefits;
  - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
  - a self-funded plan, or other arrangement if the Policyholder contributes toward it or makes payroll deductions for it;
  - any sick pay, vacation pay or other salary continuation that the Policyholder pays to You;
  - workers' compensation or a similar law which provides periodic benefits;
  - occupational disease laws;
  - laws providing for maritime maintenance and cure;
  - unemployment insurance law or program;
- 4. any income that You receive from working while Disabled to the extent that such income reduces the amount of Your Monthly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.
- 5. recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.

#### SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

# DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above within 10 days after You receive the single sum payment, We will adjust the amount of Your Disability Benefit by the amount of such payment.

# DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

## DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date benefits end as specified in the section entitled LIMITED DISABILITY BENEFITS;
- the date You are no longer Disabled;
- the date You die except for benefits paid under section entitled ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH;
- the date You cease or refuse to participate in a Rehabilitation Program that We require;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

### **DISABILITY INCOME INSURANCE**

#### ADDITIONAL LONG TERM BENEFIT: COST OF LIVING ADJUSTMENT

If You have been receiving Monthly Benefits under this certificate, We will adjust Your benefit amount on the first of the month following the date the 12th Monthly Benefit is payable. As limited by the Maximum Benefit Period, further adjustments will take effect on each anniversary of the first adjustment.

The adjustments do not apply to amounts We pay under this certificate for Rehabilitation Incentives or any Additional Benefits shown in the Schedule of Benefits.

#### **BENEFIT AMOUNT**

To calculate Your cost of living adjustment, We will multiply the amount of Your Monthly Benefit for the month prior to the date the cost of living adjustment is to take effect by 3%. We will add this amount to each subsequent Monthly Benefit payment.

### **DISABILITY INCOME INSURANCE**

#### ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH

If You die while You are Disabled and You were entitled to receive Monthly Benefits under this certificate, Proof of Your death must be sent to Us. When We receive such Proof, We will pay the benefit described in this section.

#### **BENEFIT AMOUNT**

The benefit will be equal to 3 times the lesser of:

- the Monthly Benefit You receive for the calendar month immediately preceding Your death;
- the Monthly Benefit You were entitled to receive for the month You die, if You die during the first month that Disability benefits are payable.

We will reduce the benefit amount by any overpayment We are entitled to recover.

#### **BENEFIT PAYMENT**

Benefit payments will be made as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

## DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS

Pre-existing Condition means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services;
- took prescribed medication or had medications prescribed; or
- had symptoms or conditions that would cause a reasonably prudent person to seek diagnosis, care or treatment;

in the 6 months before Your insurance under this certificate takes effect.

We will not pay benefits for a Disability that results from a Pre-existing Condition, if You have been Actively at Work for less than 12 consecutive months after the date Your Disability insurance takes effect under this certificate.

## **DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS**

#### For Disability Due to Mental or Nervous Disorders or Diseases

If You are Disabled due to a Mental or Nervous Disorder or Disease, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- 24 months; or
- the Maximum Benefit Period.

If You are confined in a Hospital or Mental Health Facility at the end of the period shown above for which benefits are to be paid, We will continue Your Monthly Benefits until the end of Your Hospital or Mental Health Facility confinement.

We will determine if a Disability is the result of a Mental or Nervous Disorder or Disease.

This limitation will not apply to a Disability resulting from:

- schizophrenia;
- dementia; or
- organic brain disease.

For purposes of this provision, Mental Health Facility means a facility licensed in the jurisdiction in which it is located to provide care and treatment for a Mental or Nervous Disorder or Disease. Such facility must provide care on a 24 hour a day basis under the supervision of a staff of Physicians, and must provide a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

**Mental or Nervous Disorder or Disease** means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders as of the date of Your Disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

## DISABILITY INCOME INSURANCE: EXCLUSIONS

We will not pay for any Disability caused or contributed to by:

- 1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
- 2. Your active participation in a riot;
- 3. intentionally self-inflicted injury;
- 4. attempted suicide; or
- 5. commission of or attempt to commit a felony.

## FILING A CLAIM

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

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

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

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

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

#### Step 1

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

#### Step 2

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

#### Step 3

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

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

#### Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss, after the end of each period for which the insurer is liable.

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 and Proof are given as soon as is reasonably possible.

#### Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
  - Your application for:
    - Other Income; and
    - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any
  other items We may reasonably require to document Your Disability or to determine Your receipt of or
  eligibility for Other Income;

## FILING A CLAIM (continued)

- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
  - pharmacies which have filled Your prescriptions within the past three years.

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

## **GENERAL PROVISIONS**

#### Assignment

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

#### **Disability Income Benefit Payments: Who We Will Pay**

We will make any benefit payments during Your lifetime to You or Your legal representative. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving Beneficiary at Your death, We will pay any benefit that is or becomes due, according to the following order:

- 1. Your Spouse, including Your Domestic Partner, if alive;
- 2. Your unmarried child(ren) under age 25; if there is no surviving Spouse or Domestic Partner; or
- 3. Your estate, if there is no such surviving child.

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum. Any payment made in good faith will discharge Us from liability to the extent of such payment.

#### Entire Contract

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

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

#### Incontestability: Statements Made by You

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

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

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

#### Misstatement of Age

If Your 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.

## **GENERAL PROVISIONS (continued)**

#### **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, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

#### Autopsy

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

#### **Overpayments for Disability Income Insurance**

#### **Recovery of Overpayments**

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

#### How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

#### THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION.

## SPECIAL SERVICES

#### **Early Intervention Program**

The MetLife Early Intervention Program is offered to all covered employees, and your participation is voluntary<sup>\*</sup>. The program helps identify early those employees who might benefit from vocational analyses and rehabilitation services before they are eligible for Long Term Disability benefits. Early rehabilitation efforts are more likely to reduce the length of your Long Term Disability and help you return to work sooner than expected.

If you cannot work, or can only work part-time due to a disability, your employer will notify MetLife. Our Clinical Specialists may be able to assist you by:

- 1. Reviewing and evaluating your disabling condition, even before a claim for Long Term Disability benefits is submitted (with your consent);
- 2. Designing individualized return to work plans that focus on your abilities, with the goal of return to work;
- 3. Identifying local community resources;
- 4. Coordinating services with other benefit providers, including: medical carrier, short term disability carrier,\* workers' compensation carrier, and state disability plans;
- 5. Monitoring return to work plans in progress and modifying them as recommended by the attending physician (with your consent).

Our assistance is offered at no cost to either you or your employer.

\* If you also have MetLife Short Term Disability coverage or Salary Continuance Plan Management, these services are provided automatically. Notification by your employer is not necessary.

#### **Return To Work Program**

#### Goal of Rehabilitation

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

#### **Incentives For Returning To Work**

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

#### **Return-to-Work Services**

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities. There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

#### 1. Vocational Analyses

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

#### 2. Labor Market Surveys

Studies to find jobs available in your locale that would utilize your abilities and skills. Also identify one's earning potential for a specific occupation.

### SPECIAL SERVICES

#### 3. Retraining Programs

Programs to facilitate return to your previous job, or to train you for a new job.

#### 4. Job Modifications/Accommodations

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

#### 5. Job Seeking Skills and Job Placement Assistance

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

#### **Return-to-Work Program Staff**

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

#### **Rehabilitation Vendor Specialists**

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

- 1. attending physician's evaluation and recommendations;
- 2. your individual vocational needs; and
- 3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return-to-work plan.

## YOUR BENEFIT PLAN

## **City of Tallahassee**

## All Full-Time Employees Who Elect the 90 Day Elimination Period Plan Option

Disability Income Insurance: Long Term Benefits

Certificate Date: January 1, 2012

City of Tallahassee 300 South Adams Street Tallahassee, FL 32301

#### 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.

City of Tallahassee



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 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:	City of Tallahassee
Group Policy Number:	98014-1-G
Type of Insurance:	Disability Income Insurance: Long Term Benefits
MetLife Toll Free Number(s): For Claim Information	

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

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

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

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

For Texas Residents:

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

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

## 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

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance

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

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

Email: ConsumerProtection@tdi.state.tx.us

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

## ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document. Puede escribir al Departamento de Seguros de Texas

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

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

Email: ConsumerProtection@tdi.state.tx.us

#### DISPUTAS SOBRE PRIMAS O RECLAMOS: Si

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

#### UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

## NOTICE FOR RESIDENTS OF ALL STATES

### WORKERS' COMPENSATION

This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

### MANDATORY DISABILITY INCOME BENEFIT LAWS

For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

## NOTICE FOR RESIDENTS OF ARKANSAS

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

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

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

## NOTICE FOR RESIDENTS OF CALIFORNIA

#### **IMPORTANT NOTICE**

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

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

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

## NOTICE FOR RESIDENTS OF CONNECTICUT

## MANDATORY REHABILITATION

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

## NOTICE FOR RESIDENTS OF GEORGIA

## IMPORTANT NOTICE

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

## NOTICE FOR RESIDENTS OF IDAHO

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

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

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

## NOTICE FOR RESIDENTS OF ILLINOIS

#### **IMPORTANT NOTICE**

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

MetLife 200 Park Avenue New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance Public Services Division Springfield, Illinois 62767

## NOTICE FOR MASSACHUSETTS RESIDENTS

## CONTINUATION OF DISABILITY INCOME INSURANCE

- 1. If Your Disability Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
- 2. If Your Disability Income 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 Disability Income Insurance under the CONTINUATION WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

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

## NOTICE FOR RESIDENTS OF NORTH CAROLINA

Read your Certificate Carefully.

This Certificate Contains a Pre-existing Condition Limitation.

## IMPORTANT CANCELLATION INFORMATION

**Please Read The Provision Entitled** 

## DATE YOUR INSURANCE ENDS

Found on Pages e/ee

## NOTICE FOR RESIDENTS OF NORTH CAROLINA

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

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

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

## NOTICE FOR RESIDENTS OF UTAH

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

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

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

The basic protections provided by the Association are:

- Life Insurance

  \$500,000 in death benefits
  \$200,000 in cash surrender or withdrawal values

  Health Insurance

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

  Annuities
  - o \$250,000 in withdrawal and cash values

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

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

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

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

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

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

## NOTICE FOR RESIDENTS OF VIRGINIA

### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

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

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

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

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

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 <u>www.scc.virginia.gov</u> - web address <u>ombudsman@scc.virginia.gov</u> - email

#### NOTICE FOR RESIDENTS OF WEST VIRGINIA

#### FREE LOOK PERIOD:

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

## KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

**PROBLEMS WITH YOUR INSURANCE?** - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife Attn: Corporate Consumer Relations Department 200 Park Avenue New York, NY 10166-0188 1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 outside of Madison or 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 will only be insured for the benefits:

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

BENEFIT

## BENEFIT AMOUNT AND HIGHLIGHTS

## **Disability Income Insurance For You: Long Term Benefits**

Monthly Benefit	50% of the first \$10,000 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	10% of the Monthly Benefit before reductions for Other Income Benefits or \$100, whichever is greater, subject to the Overpayments and Rehabilitation Incentive subsections of this certificate
Elimination Period	90 Days

#### Maximum Benefit Period\* the later of:

- Your Normal Retirement Age; or
- the period shown below:

Age on Date of Your Disability	Benefit Period
Less than 60	To age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

\*The Maximum Benefit Period is subject to the LIMITED DISABILITY BENEFITS and DATE BENEFIT PAYMENTS END sections.

#### **Additional Benefits:**

## DEFINITIONS

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

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

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

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

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

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

**Consumer Price Index** means the CPI-W, the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the CPI-W is discontinued or replaced, We reserve the right to substitute any other comparable index.

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

Contributory Insurance includes: Disability Income Insurance: Long Term Benefits.

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn:
  - during the Elimination Period and the next 24 months of Sickness or accidental injury, more than 80% of Your Predisability Earnings at Your Own Occupation from any employer in Your Local Economy; and
  - after such period, more than 60% of your Predisability Earnings from any employer in Your Local Economy at any gainful occupation for which You are reasonably qualified taking into account Your training, education and experience.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If You are Disabled and have received a Monthly Benefit for 12 months, We will adjust Your Predisability Earnings only for the purposes of determining whether You continue to be Disabled and for calculating the Return to Work Incentive, if any. We will make the initial adjustment as follows:

## **DEFINITIONS** (continued)

We will add to Your Predisability Earnings an amount equal to the product of:

- Your Predisability Earnings times the lesser of:
  - 7%; or
  - the annual rate of increase in the Consumer Price Index for the prior calendar year.

Annually thereafter, We will add an amount to Your adjusted Predisability Earnings calculated by the method set forth above but substituting Your adjusted Predisability Earnings from the prior year for Your Predisability Earnings. **This adjustment is not a cost of living benefit**.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

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

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  - 1. 18 years of age or older;
  - 2. unmarried;
  - 3. the sole domestic partner of the other person and have been so for the immediately preceding 12 months;
  - 4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 12 months; and
  - 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

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

**Elimination Period** means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

**Full-Time** means Active Work of at least 20 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Local Economy means the geographic area:

- within which You reside; and
- which offers suitable employment opportunities within a reasonable travel distance.

If You move on or after the date You become Disabled, We may consider both Your former and current residence to be Your Local Economy.

**Normal Retirement Age** means that as defined by the federal Social Security Administration on the date Your Disability starts.

**Own Occupation** means the essential functions You regularly perform that provide Your primary source of earned income.

## **DEFINITIONS** (continued)

#### Physician means:

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

#### The term does not include:

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

#### Policyholder's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Policyholder contributions.

#### The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

**Predisability Earnings** means gross salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began. We calculate this amount on a monthly basis.

#### The term includes:

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
  - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - an executive non-qualified deferred compensation arrangement; and
  - Your fringe benefits under an IRC Section 125 plan.

## **DEFINITIONS** (continued)

#### The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

**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.

**Rehabilitation Program** means a program that has been approved by us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

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

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

We, Us and Our mean MetLife.

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

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

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

#### ELIGIBLE CLASS(ES)

All Full-Time employees of the Policyholder who elect the 90 day elimination period option plan, but not temporary or seasonal employees.

#### DATE YOU ARE ELIGIBLE FOR INSURANCE

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

If You are in an eligible class on January 1, 2012, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2012, You will be eligible for insurance on the first day of the month coincident with or next following the date You enter that class.

#### ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

The insurance listed below is part of a flexible benefits plan established by the Policyholder. Subject to the rules of the flexible benefits plan and the Group Policy, You may enroll for Disability Income Insurance: Long Term Benefits only when You are first eligible or during an annual enrollment period. You should contact the Policyholder for more information regarding the flexible benefits plan.

#### DATE YOUR INSURANCE TAKES EFFECT

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

If You complete the enrollment process within 31 days of becoming eligible for insurance, such insurance will take effect on the date You become eligible for such insurance if You are Actively at Work on that date.

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

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

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

### **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.
- 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.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

#### 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 You cease to be in an eligible class. You will cease to be in an eligible class on the last day of the calendar month in which You cease Active Work in an eligible class, if You are not disabled on that date; or
- 5. the last day of the calendar month in which Your employment ends; or
- 6. the date You retire in accordance with the last day of the calendar month in which Your employment ends.

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

#### **Reinstatement of Disability Income Insurance**

If Your insurance ends, You may become insured again as follows:

- 1. If Your insurance ends because:
  - You cease to be in an eligible class; or
  - Your employment ends; and

You become a member of an eligible class again within 3 months of the date Your insurance ended, You will not have to complete a new Waiting Period or provide evidence of Your insurability.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- 2. If Your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:
  - The end of the period of leave You and the Policyholder agreed upon; or
  - The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will be required to provide evidence of Your insurability.

If You become insured again as described in either item 1 or 2 above, the limitation for Pre-existing Conditions will be applied as if Your insurance had remained in effect with no interruption.

# SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE

To prevent a loss of insurance because of a change in insurance carriers, the following rules will apply if this Disability Income Insurance replaces a plan of group disability income insurance provided to You by the Policyholder:

**Prior Plan** means the plan of group disability income insurance provided to You by the Policyholder through another carrier on the day before the Replacement Date.

Replacement Date means the effective date of the Disability Income Insurance under the Group Policy.

## Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:

- If You are Actively at Work on the day before the Replacement Date, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.
- If You are <u>not</u> Actively at Work on such date because you are Disabled, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.

We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate.

Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

Benefit payments for such Disability will end on the earliest of:

- the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or
- the date that payments would have ended under the provisions of the Prior Plan of Insurance.
- If You are <u>not</u> Actively at Work on such date for any other reason, You will become insured for Disability Income Insurance under this certificate on the date you return to Active Work.

## Rules for When Insurance Takes Effect if You were <u>Not</u> Insured Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

#### **Rules for Pre-existing Conditions**

In determining whether a Disability is due to a Pre-existing Condition, We will credit You for any time You were insured under the Prior Plan. If Your Disability is due to a Pre-existing Condition as described in this certificate, but would not have been due to a pre-existing condition under the Prior Plan, We will pay a benefit equal to the lesser of:

- the benefit amount under this certificate; or
- the disability income insurance benefit that would have been payable to You under the Prior Plan.

If Your Disability would have been due to a pre-existing condition under the Prior Plan, it will be treated as having been caused by a Pre-existing Condition under this certificate.

# SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)

#### Rules for Temporary Recovery from a Disability under the Prior Plan

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an active Full-Time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

### FOR FAMILY AND MEDICAL LEAVE

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

#### AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who are not Disabled and cease Active Work in an eligible class for the period You cease Active Work in an eligible class due to any Policyholder approved leave of absence for up to 90 days.

At the end of the continuation period 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.

## **EVIDENCE OF INSURABILITY**

We require evidence of insurability satisfactory to Us as follows:

1. in order for You to change Your Disability Income Insurance: Long Term Benefits from the 180 day Elimination Period option to the 90 day Elimination Period option.

If You do not give Us evidence of insurability or the evidence is not accepted by Us as satisfactory, Your Disability Income Insurance: Long Term Benefits option will not be changed.

2. if You make a late request for more than 31 days after You become eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Disability Income Insurance: Long Term Benefits.

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

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS**

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Monthly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after Our initial approval, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews or functional capacity exams, as needed.

While You are Disabled, the Monthly Benefit described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

## **BENEFIT PAYMENT**

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Monthly Benefit on the date which occurs on the first day of the month after the date benefits begin to accrue. We will make subsequent payments monthly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each month.

We will pay Monthly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

While You are receiving Monthly Benefits, You will not be required to pay premiums for the cost any disability income insurance defined as Contributory Insurance.

#### **RECOVERY FROM A DISABILITY**

If You return to Active Work, We will consider You to have recovered from Your Disability.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group long term disability plan.

#### If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period for a period of 30 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. We will count those days towards the completion of Your Elimination Period.

If You return to Active Work for a period of more than 30 days, and then become Disabled again, You will have to complete a new Elimination Period.

For purposes of this provision, the term Active Work only includes those days You actually work.

#### If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after completing Your Elimination Period for a period of 180 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

## DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (continued)

If You return to Active Work for a period of more than 180 days and then become Disabled again, You will have to complete a new Elimination Period.

For purposes of this provision, the term Active Work includes all of the continuous days which follow Your return to work for which You are not Disabled.

#### **REHABILITATION INCENTIVES**

#### **Rehabilitation Program Incentive**

If You participate in a Rehabilitation Program, We will increase Your Monthly Benefit by an amount equal to 10% of the Monthly Benefit. We will do so before We reduce Your Monthly Benefit by any other income.

#### Work Incentive

While You are Disabled, We encourage You to work. If You work while You are Disabled and receiving Monthly Benefits, Your Monthly Benefit will be adjusted as follows:

- Your Monthly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and
- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Monthly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Monthly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability.

In addition, the Minimum Monthly Benefit will not apply.

#### Limit on Work Incentive

After the first 24 months following Your Elimination Period, We will reduce Your Monthly Benefit by 50% of the amount You earn from working while Disabled.

#### Family Care Incentive

If You work or participate in a Rehabilitation Program while You are Disabled, We will reimburse You for up to \$400 for monthly expenses You incur for each family member to provide:

- care for Your or Your Spouse's child, legally adopted child, or child for whom You or Your Spouse are legal guardian and who is:
  - living with You as part of Your household;
  - dependent on You for support; and
  - under age 13.

The child care must be provided by a licensed child care provider who may not be a member of Your immediate family or living in Your residence.

- care to Your family member who is:
  - living with You as part of Your household;
  - chiefly dependent on You for support; and
  - incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to Your family member may not be provided by a member of Your immediate family.

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (continued)**

We will make reimbursement payments to You on a monthly basis starting with the first Monthly Benefit payment until You have received 24 Monthly Benefit Payments. Payments will not be made beyond the Maximum Benefit Period. We will not reimburse You for any expenses for which You are eligible for payment from any other source. You must send Proof that You have incurred such expenses.

#### Moving Expense Incentive

If You participate in a Rehabilitation Program while You are Disabled, We may reimburse You for expenses You incur in order to move to a new residence recommended as part of such Rehabilitation Program. Such expenses must be approved by Us in advance.

You must send Proof that You have incurred such expenses for moving.

We will not reimburse You for such expenses if they were incurred for services provided by a member of Your immediate family or someone who is living in Your residence.

## DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

- 1. any benefits which You receive or are eligible to receive because of Your disability or retirement under:
  - Railroad Retirement Act;
  - any state or public employee retirement or disability plan; or
  - any pension or disability plan of any other nation or political subdivision thereof.
- 2. any income received for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions.
- 3. any income received for disability under:
  - a group insurance policy to which the Policyholder has made a contribution, such as:
    - benefits for loss of time from work due to disability;
    - installment payments for permanent total disability;
  - a no-fault auto law for loss of income, excluding supplemental disability benefits;
  - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
  - a self-funded plan, or other arrangement if the Policyholder contributes toward it or makes payroll deductions for it;
  - any sick pay, vacation pay or other salary continuation that the Policyholder pays to You;
  - workers' compensation or a similar law which provides periodic benefits;
  - occupational disease laws;
  - laws providing for maritime maintenance and cure;
  - unemployment insurance law or program;
- 4. any income that You receive from working while Disabled to the extent that such income reduces the amount of Your Monthly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.
- 5. recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.

#### SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

# DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above within 10 days after You receive the single sum payment, We will adjust the amount of Your Disability Benefit by the amount of such payment.

# DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

## DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date benefits end as specified in the section entitled LIMITED DISABILITY BENEFITS;
- the date You are no longer Disabled;
- the date You die except for benefits paid under section entitled ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH;
- the date You cease or refuse to participate in a Rehabilitation Program that We require;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

# **DISABILITY INCOME INSURANCE**

# ADDITIONAL LONG TERM BENEFIT: COST OF LIVING ADJUSTMENT

If You have been receiving Monthly Benefits under this certificate, We will adjust Your benefit amount on the first of the month following the date the 12th Monthly Benefit is payable. As limited by the Maximum Benefit Period, further adjustments will take effect on each anniversary of the first adjustment.

The adjustments do not apply to amounts We pay under this certificate for Rehabilitation Incentives or any Additional Benefits shown in the Schedule of Benefits.

### **BENEFIT AMOUNT**

To calculate Your cost of living adjustment, We will multiply the amount of Your Monthly Benefit for the month prior to the date the cost of living adjustment is to take effect by 3%. We will add this amount to each subsequent Monthly Benefit payment.

# **DISABILITY INCOME INSURANCE**

# ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH

If You die while You are Disabled and You were entitled to receive Monthly Benefits under this certificate, Proof of Your death must be sent to Us. When We receive such Proof, We will pay the benefit described in this section.

# **BENEFIT AMOUNT**

The benefit will be equal to 3 times the lesser of:

- the Monthly Benefit You receive for the calendar month immediately preceding Your death;
- the Monthly Benefit You were entitled to receive for the month You die, if You die during the first month that Disability benefits are payable.

We will reduce the benefit amount by any overpayment We are entitled to recover.

# **BENEFIT PAYMENT**

Benefit payments will be made as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

# DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS

Pre-existing Condition means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services;
- took prescribed medication or had medications prescribed; or
- had symptoms or conditions that would cause a reasonably prudent person to seek diagnosis, care or treatment;

in the 6 months before Your insurance under this certificate takes effect.

We will not pay benefits for a Disability that results from a Pre-existing Condition, if You have been Actively at Work for less than 12 consecutive months after the date Your Disability insurance takes effect under this certificate.

# **DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS**

# For Disability Due to Mental or Nervous Disorders or Diseases

If You are Disabled due to a Mental or Nervous Disorder or Disease, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- 24 months; or
- the Maximum Benefit Period.

If You are confined in a Hospital or Mental Health Facility at the end of the period shown above for which benefits are to be paid, We will continue Your Monthly Benefits until the end of Your Hospital or Mental Health Facility confinement.

We will determine if a Disability is the result of a Mental or Nervous Disorder or Disease.

This limitation will not apply to a Disability resulting from:

- schizophrenia;
- dementia; or
- organic brain disease.

For purposes of this provision, Mental Health Facility means a facility licensed in the jurisdiction in which it is located to provide care and treatment for a Mental or Nervous Disorder or Disease. Such facility must provide care on a 24 hour a day basis under the supervision of a staff of Physicians, and must provide a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

**Mental or Nervous Disorder or Disease** means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders as of the date of Your Disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

# DISABILITY INCOME INSURANCE: EXCLUSIONS

We will not pay for any Disability caused or contributed to by:

- 1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
- 2. Your active participation in a riot;
- 3. intentionally self-inflicted injury;
- 4. attempted suicide; or
- 5. commission of or attempt to commit a felony.

# FILING A CLAIM

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

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

### **CLAIMS FOR INSURANCE BENEFITS**

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

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

#### Step 1

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

### Step 2

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

#### Step 3

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

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

### Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss, after the end of each period for which the insurer is liable.

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 and Proof are given as soon as is reasonably possible.

### Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
  - Your application for:
    - Other Income; and
    - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any
  other items We may reasonably require to document Your Disability or to determine Your receipt of or
  eligibility for Other Income;

# FILING A CLAIM (continued)

- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
  - pharmacies which have filled Your prescriptions within the past three years.

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

# **GENERAL PROVISIONS**

# Assignment

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

### **Disability Income Benefit Payments: Who We Will Pay**

We will make any benefit payments during Your lifetime to You or Your legal representative. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving Beneficiary at Your death, We will pay any benefit that is or becomes due, according to the following order:

- 1. Your Spouse, including Your Domestic Partner, if alive;
- 2. Your unmarried child(ren) under age 25; if there is no surviving Spouse or Domestic Partner; or
- 3. Your estate, if there is no such surviving child.

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum. Any payment made in good faith will discharge Us from liability to the extent of such payment.

### Entire Contract

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

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

### Incontestability: Statements Made by You

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

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

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

### Misstatement of Age

If Your 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.

# **GENERAL PROVISIONS (continued)**

### **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, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### Autopsy

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

### **Overpayments for Disability Income Insurance**

### **Recovery of Overpayments**

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

### How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

# THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION.

# SPECIAL SERVICES

# **Early Intervention Program**

The MetLife Early Intervention Program is offered to all covered employees, and your participation is voluntary<sup>\*</sup>. The program helps identify early those employees who might benefit from vocational analyses and rehabilitation services before they are eligible for Long Term Disability benefits. Early rehabilitation efforts are more likely to reduce the length of your Long Term Disability and help you return to work sooner than expected.

If you cannot work, or can only work part-time due to a disability, your employer will notify MetLife. Our Clinical Specialists may be able to assist you by:

- 1. Reviewing and evaluating your disabling condition, even before a claim for Long Term Disability benefits is submitted (with your consent);
- 2. Designing individualized return to work plans that focus on your abilities, with the goal of return to work;
- 3. Identifying local community resources;
- 4. Coordinating services with other benefit providers, including: medical carrier, short term disability carrier,\* workers' compensation carrier, and state disability plans;
- 5. Monitoring return to work plans in progress and modifying them as recommended by the attending physician (with your consent).

Our assistance is offered at no cost to either you or your employer.

\* If you also have MetLife Short Term Disability coverage or Salary Continuance Plan Management, these services are provided automatically. Notification by your employer is not necessary.

### **Return To Work Program**

### Goal of Rehabilitation

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

### **Incentives For Returning To Work**

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

### **Return-to-Work Services**

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities. There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

### 1. Vocational Analyses

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

### 2. Labor Market Surveys

Studies to find jobs available in your locale that would utilize your abilities and skills. Also identify one's earning potential for a specific occupation.

# SPECIAL SERVICES

### 3. Retraining Programs

Programs to facilitate return to your previous job, or to train you for a new job.

### 4. Job Modifications/Accommodations

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

### 5. Job Seeking Skills and Job Placement Assistance

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

### **Return-to-Work Program Staff**

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

### **Rehabilitation Vendor Specialists**

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

- 1. attending physician's evaluation and recommendations;
- 2. your individual vocational needs; and
- 3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return-to-work plan.