

UNIVERSITY OF MISSOURI

Long Term Disability SPD

Effective January 1, 2019



This SPD is designed to provide an overview of the University of Missouri System’s Long Term Disability Plan. While the University hopes to offer participation in this plan indefinitely, it has the right to amend or terminate any benefit plan.

In addition to this SPD, the University plans to continue to use other methods of communication such as memos, meetings, newsletter articles or electronic media to help you stay informed. Also available is the benefits department website at the URL address listed below.

It's important for you to have a good understanding of all this plan has to offer. Please review this SPD carefully. If you have questions, contact your HR Generalist at the appropriate address or phone number and/or Internet address shown below.

Columbia, Extension, System, Health Care and Retirees		Kansas City	
Mailing Address:	University of Missouri System Office of Human Resources Woodrail Centre 1000 West Nifong Boulevard Building 7, Suite 210 Columbia, MO 65211	Mailing Address:	University of Missouri Kansas City Human Resources Department 226 Administrative Center 5115 Oak Street Kansas City, MO 64110
Office Address:	Woodrail Centre 1000 West Nifong Boulevard Building 7, Suite 210 Columbia, MO 65211	Office Address:	University of Missouri Kansas City Human Resources Department 226 Administrative Center 5115 Oak Street Kansas City, MO 64112
Telephone:	(573) 882-2146	Telephone:	(816) 235-1621
Fax:	(573) 882-9603	Fax:	(816) 235-5515
E-mail:	HRServiceCenter@umsystem.edu	E-mail:	benefits@umkc.edu
Rolla		St. Louis	
Mailing Address:	Missouri University of Science and Technology Human Resources Services 113 Centennial Hall 300 W. 12th St. Rolla, MO 65409	Mailing Address:	University of Missouri St. Louis Human Resources Department One University Boulevard St. Louis, MO 63121
Office Address:	Missouri University of Science and Technology Human Resources Services 113 Centennial Hall 300 W. 12th St. Rolla, MO 65409	Office Address:	University of Missouri St. Louis Human Resources Department 211 Arts & Administration Bldg. St. Louis, MO 63121
Telephone:	(573) 341-4241	Telephone:	(314) 516-5639
Fax:	(573) 341-4984	Fax:	(314) 516-6463
E-mail:	benefits@mst.edu	E-mail:	umslbenefits@umsl.edu
Total Rewards Department webpage: http://www.umsystem.edu/totalrewards			

Table of Contents

AM I ELIGIBLE FOR COVERAGE?	4
WHEN DOES COVERAGE BEGIN?	4
WHO PAYS FOR THIS COVERAGE?	4
HOW MUCH COVERAGE DO I HAVE?	5
WHAT HAPPENS IF MY SALARY CHANGES?	5
MAY I CHANGE MY CHOICE OF COVERAGE?	5
WHEN DO I BEGIN RECEIVING BENEFITS?	6
WHAT DOES TOTAL DISABILITY MEAN?	6
WHAT OTHER INCOME AFFECTS MY MONTHLY LTD BENEFIT?	6
HOW IS MY BENEFIT DETERMINED?	6
OPTION A (CORE PLAN)	6
OPTION B (BUY-UP PLAN)	6
HOW LONG WILL MY LTD BENEFIT PAYMENTS LAST?	7
LIMITATIONS FOR DISABILITIES BASED ON A MENTAL OR NERVOUS DISORDER OR DISEASE	7
LIMITATIONS FOR DISABILITIES BASED ON A SPECIAL CONDITION	7
WHAT IF I TRY TO RETURN TO WORK AND THEN BECOME TOTALLY DISABLED AGAIN?	8
IF YOU RETURN TO ACTIVE WORK BEFORE COMPLETING YOUR ELIMINATION PERIOD	8
IF YOU RETURN TO ACTIVE WORK AFTER COMPLETING YOUR ELIMINATION PERIOD	8
WHAT IF I ACCEPT REHABILITATIVE EMPLOYMENT?	8
ARE PRE-EXISTING CONDITIONS COVERED?	9
ARE ANY OTHER DISABILITIES EXCLUDED?	9
WHEN DOES COVERAGE END?	9
HOW DO I FILE A CLAIM?	9
WHAT IF MY CLAIM IS DENIED?	9

Your Long-Term Disability Plan is designed to protect your financial security in the event you experience a long-lasting illness or injury.

You have a choice between two levels of LTD protection — Option A (Core Plan) or Option B (Buy-up Plan) coverage. The benefits available under each option are described in this SPD.

This summary is designed to give you an overview of the major points of the plan. The plan is governed by a certificate of coverage (located at the back of the SPD). In the event of a conflict between this summary and the certificate, the certificate will control.

Am I eligible for coverage?

If you are an active employee or subsidiary employee (CRR 320.050) of the University, you are eligible for coverage, provided you also meet the following conditions:

- You are classified 75% FTE or more.
- You have an appointment duration of at least nine months.
- You are regularly scheduled to work an average of 30 hours a week.

For the purpose of this section any individual who is simultaneously employed by the University and the Harry S. Truman Veterans Administration Hospital pursuant to an agreement between said organizations, and whose joint appointments, combined, otherwise meet the requirements of this section, shall be considered an Employee.

A per diem employee is excluded as an Employee under this Plan.

When does coverage begin?

You may select between Option A and Option B at initial enrollment. Option A coverage begins on the date of hire or the benefit eligibility date unless you decline LTD coverage altogether. Option B coverage begins on the date of hire, provided you enroll within 31 days of employment. If you apply for Option B coverage during the Annual Enrollment period, you must provide evidence of good health prior to December 31 of the current year. Coverage goes into effect the first day of the month immediately following the approval date or January 1 of the following year, whichever is later.

If you are not actively at work due to a disability on the date your coverage would otherwise begin, coverage will not be effective until the date you return to full-time active employment.

Who pays for this coverage?

If you choose Option A, the University will pay the full cost of coverage. If you choose Option B, the plan giving a higher level of coverage, the University will contribute an amount equal to that contributed for employees enrolled in Option A. You pay only the difference in cost between Option B and Option A. Your contribution will be made on a before-tax basis, which lowers the current income taxes you pay, unless you choose to contribute on after-tax basis. For more details about how the before-tax feature works for you, refer to your Flexible Benefits Plan SPD. No premium contributions are required of you during any period for which disability benefits are payable under this plan.

How much coverage do I have?

The amount of your coverage depends on your basic monthly earnings and which coverage option you choose.

Basic monthly earnings means one-twelfth of your annual base salary, not to exceed \$150,000 per year. It does not include any additional compensation for special services, overtime, summer terms and intercessions.

After you have been totally disabled for 149 calendar days, you will be eligible to receive a monthly benefit depending on the level of coverage you have chosen. The following chart highlights the benefit features of each plan:

	Option A	Option B
Benefit amount	60% of base salary	66-2/3% of base salary
Minimum monthly benefit	greater of 15% or \$50	greater of 15% or \$50
Maximum monthly benefit	\$7,500	\$8,333

No matter which option you choose, your monthly benefit will be integrated with income you may receive from certain other sources. For a list of these sources, see the answer to the question *What other income affects my monthly LTD benefit* that appears later in this SPD. The total amount of income you can receive from the plan combined with all other sources depends on the plan option you chose when you enrolled. As explained later, Option A ensures you will receive up to 60% of your salary. Option B allows you to receive up to 85% of your salary.

What happens if my salary changes?

The amount of your coverage (and your premium cost, if you are covered under Option B) will change when your salary changes.

May I change my choice of coverage?

You may cancel Option A coverage at any time during the year.

You may increase your coverage from Option A to Option B during the annual enrollment period by submitting evidence of good health. If you previously waived Option A and wish to now enroll in Option A or Option B, you will need to contact the HR Service Center during annual enrollment to obtain a paper enrollment form and submit evidence of good health during the annual enrollment period. Coverage goes into effect the first day of the month immediately following the approval date or January 1 of the following year, whichever is later.

You may decrease coverage from Option B to Option A only during the annual enrollment period if the coverage is paid with before-tax contributions.

You may elect to enroll or change the amount of coverage for which you've enrolled, during the plan year, if you experience a "change in family status", and the change that you are requesting is consistent with the event. The following events are changes in family status that impact your ability to make changes in coverage purchased with before-tax contributions:

- Marriage or divorce.
- Birth or adoption of a child.
- Death of your spouse or your dependent.
- A change in your or your spouse's employment from full-time to part-time or vice versa.
- The termination of, or commencement of, you or your spouse's employment.
- You or your spouse taking an unpaid leave of absence.
- A significant change in your health coverage as a result of your spouse's employment.

When do I begin receiving benefits?

After you have been totally disabled for 149 calendar days, you will be eligible to receive monthly benefits, provided you are under a doctor's care and you submit proof of your disability (see the section called *How do I file a claim?*).

What does total disability mean?

You will be considered totally disabled during the elimination period and the first 24 months of benefits if you are unable to perform the material and substantial duties of your regular occupation because of sickness or accidental injury.

After benefits have been paid for 24 consecutive months, you will continue to qualify as totally disabled only if you can't work in any job in your local economy for which you are qualified by training, education and experience, and which provides compensation for more than 60% of your base salary if you are covered under Option A, or 66-2/3% of your base salary if you are covered under Option B. In addition, you must be determined disabled under a social security plan (unless you are not covered under a social security plan) and receiving payments under that plan, or have reached normal retirement age prior to the end of the first 24 months of receiving disability benefits, and have begun to receive social security retirement benefits.

In all cases, you must be under the regular care of a physician; however, you do not have to be hospitalized or confined to your home.

What other income affects my monthly LTD benefit?

Your monthly LTD benefit will be reduced if you are eligible for certain other income benefits including the following:

- Workers' Compensation or similar laws
- Civil service retirement benefits, or any benefits provided under state or federal disability plans
- Benefits from the University of Missouri System Retirement, Disability, and Death Benefit Plan
- Primary and family Social Security benefits
- Compensation paid by the University (including accumulated sick leave, vacation, etc.)

However, your benefit will not be affected by any future cost of living increases to these other income benefits. In any event your monthly LTD benefit will not be reduced below the greater of 15% or \$50. Please refer to the section titled *What if I accept rehabilitative employment*.

How is my benefit determined?

The amount of your monthly LTD benefit depends on the plan option you chose when you enrolled.

Option A (Core Plan)

To determine the amount of your monthly benefit under Option A:

1. Take the lesser of 60% of your basic monthly earnings or \$7,500.
2. Add this amount to your other income listed in the previous section.
3. If the total is more than 60% of your basic monthly earnings, then the LTD Plan benefit will be reduced so that the total amount you receive from all income combined equals 60% of your basic monthly earnings (up to \$7,500 each month).

Option B (Buy-up Plan)

To determine the amount of your monthly benefit under Option B:

1. Take the lesser of 66-2/3% of your basic monthly earnings or \$8,333.
2. Add this amount to your other income listed in the previous section.
3. If the total is less than 85% of your basic monthly earnings, (up to \$10,625 each month), you will receive the full amount of your LTD benefit (the amount you calculated in step 1).

4. If the total is more than 85% of your basic monthly earnings, (or \$10,625 if less) then the LTD Plan benefit will be reduced so that the total amount you receive from all income combined equals 85% of your basic monthly earnings (up to \$10,625 each month).

Example

An employee becomes totally disabled due to an injury. The employee’s basic monthly earnings are \$1,500 per month. If the employee receives a \$400 disability benefit from Social Security, his/her LTD benefit, according to each option would be as follows:

	Option A	Option B
Basic LTD benefit amount	\$900 (60% of \$1,500)	\$1,000 (66-2/3% of \$1,500)
Social Security benefit amount	\$400	\$ 400
Benefit paid by LTD Plan	\$500	\$ 875
Total Monthly income from LTD Plan plus Social Security	\$900 (60% of salary)	\$1,275 (85% of salary)

How long will my LTD benefit payments last?

As long as you remain totally disabled, your monthly disability income benefit will continue for the following duration subject to the *Limitations* shown below:

Age at disability	Maximum benefit period
Younger than 62	To age 65
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and older	12 months

Limitations for disabilities based on a Mental or Nervous Disorder or Disease

A maximum lifetime benefit period of 24 months will apply for disabilities based on a Mental or Nervous Disorder or Disease. This is not a separate maximum for each such Mental Illness condition as for each period of disability, but a combined lifetime maximum for all periods of disability and for all of these conditions.

Mental illnesses excluded from this limitation are:

- Neurocognitive Disorders;
- Schizophrenia; or
- Bipolar I Disorder.

Limitations for disabilities based on a Special Condition

A maximum lifetime benefit period of 24 months will apply for disabilities based on a Special Condition. This is not a separate maximum for each such Special Condition as for each period of disability, but a combined lifetime maximum for all periods of disability and for all of these conditions.

Special Conditions included in the limitation are:

- Chronic fatigue syndrome
- Fibromyalgia
- Carpal tunnel syndrome
- Alcohol, drug, or chemical abuse, dependency or addiction

Neuromuscular, Musculoskeletal or Soft Tissue disorders including, but not limited to, any disease or disorder of or injury to the spine or extremities and their surrounding soft tissue; sprains or strains of joints or their adjacent muscles, Carpel Tunnel Syndrome or other Repetitive Motion Disorders, unless the Disability has objective evidence of:

- Myelopathies;
- Myopathies;
- Connective Tissue Disorder or Disease
- Tumors of the spine, bone or soft tissue
- Spinal Vascular Malformations; or Spinal Cord Damage.

What if I try to return to work and then become totally disabled again?

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 40 days or less, and then become disabled again due to the same or related sickness or accidental injury, you will not be required to complete a new elimination period; those days will count toward the completion of your elimination period.

If you return to active work for a period of more than 40 days, and then become disabled again, you will have to complete a new elimination period.

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, you will not be required to complete a new elimination period. For purposes of determining your benefits, such disability will be considered to be a part of the original disability, using the same pre-disability earnings and applying the same terms, provisions and conditions that were used for the original disability.

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.

What if I accept rehabilitative employment?

If you are totally disabled and unable to work at your regular occupation, but would like to work at another job, you may continue to receive LTD benefits under this plan.

Your monthly disability benefit will not be reduced for the first 12 months you engage in rehabilitative employment as long as the sum of:

- your total disability benefit payable under this plan; *plus*
- benefits received from other applicable sources (please refer to section called *What other income affects my monthly LTD benefit* that appears earlier in this SPD); *plus*
- income from your rehabilitative employment is not more than 100% of your monthly base pay. If the sum is more than 100% of your monthly base pay, the excess amount over 100% of base pay will be reduced from the total disability benefit payable under this plan.

After rehabilitative employment benefits have been paid for 12 months, your monthly disability benefit payable under this plan will be reduced by 50% of the compensation paid by the rehabilitative employment.

Monthly benefits will not be paid to any claimant who has been determined by the University to qualify for a University provided vocational rehabilitation program that would enable a claimant to return to work but who refuses to participate in such a program.

Are pre-existing conditions covered?

Disability related to a pre-existing condition is not eligible for benefits unless the disability occurs after you have been participating in the plan for 12 months.

A pre-existing condition is any condition for which you received medical treatment, consultation, care or services or took prescribed medication or had medications prescribed in the 12 months prior to the effective date of your coverage.

Are any other disabilities excluded?

You will not receive benefits for disabilities resulting from:

- Attempted suicide while sane;
- An act of declared or undeclared war;
- Service in the armed forces of any country or international authority;
- Intentionally self-inflicted injuries;
- The commission or attempted commission of an assault or felony;
- Active participation in a riot;
- Sickness commencing or accidental bodily injury occurring during any period of incarceration
- Participating in an illegal occupation or fraudulent act.

When does coverage end?

Your coverage will end on the earliest of the following dates:

- The day immediately following the day your employment terminates.
- The date you are no longer eligible for coverage.
- The contribution due date if you fail to make the required payment.
- The date the plan is discontinued.

During an authorized leave of absence without pay, you may continue your coverage by paying the required monthly contributions in advance or through monthly billing.

How do I file a claim?

If you become totally disabled and expect to remain so for at least 150 days, you should notify MetLife by calling 1-866-729-9200. Forms to be completed by you and your doctor will then be mailed to you. Completed claim forms should be submitted according to the instructions included on the forms at any time during the elimination period, but no later than 90 days after the end of the 149-day elimination period.

If you are unable to submit your claim within this time period, you must do so as soon as reasonably possible. However, no claim is accepted later than one year from the date of disability.

You must provide proof of continued disability and regular attendance of a physician at such intervals as MetLife may reasonably require. In addition, MetLife may require that you be examined by an independent physician or vocational expert of its choice to determine the extent of any sickness or injury for which you have made a claim.

The Long-Term Disability Plan is insured by MetLife.

What if my claim is denied?

If it has been determined that you are not totally disabled as defined by this plan, or you are no longer totally disabled if you have been receiving benefits under this plan, you will have 90 days from the date of notification to file an appeal and furnish proof of your total disability or continued total disability. If you furnish proof of total disability or continued disability, within 90 days, you will be eligible for benefits from the date benefits would otherwise begin for new claims, or from the date you are determined to be continuously disabled for terminated claims.

YOUR BENEFIT PLAN

The Curators of the University of Missouri

Full-Time Employees or Subsidiary Employees

Disability Income Insurance: Long Term Benefits

Certificate Date: January 1, 2016

The Curators of the University of Missouri
215 University Hall
Columbia, MO 65211

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

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

The Curators of the University of Missouri

MetLife

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: The Curators of the University of Missouri
Group Policy Number: 158738-1-G
Type of Insurance: Disability Income Insurance: Long Term Benefits
MetLife Toll Free Number(s):
For Claim Information FOR DISABILITY INCOME CLAIMS: 1-800-638-2242

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

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

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

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

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

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-638-2242

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

1-800-252-3439

You may write the Texas Department of Insurance

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

Web: <http://www.tdi.texas.gov>

Email: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

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

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al numero de teléfono gratuito de MetLife para obtener información o para presentar una queja al

1-800-638-2242

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

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

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

Sitio Web: <http://www.tdi.texas.gov>

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O

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

ADJUNTE ESTE AVISO A SU CERTIFICADO:

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

NOTICE FOR RESIDENTS OF 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, 3rd Floor

PO Box 83720

Boise, Idaho 83720-0043

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

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

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

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

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

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

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

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

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

NOTICE FOR MASSACHUSETTS RESIDENTS

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

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

NOTICE FOR RESIDENTS OF TEXAS

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

NOTICE FOR RESIDENTS OF UTAH

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

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

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

The basic protections provided by the Association are:

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

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

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

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

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

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

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

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

NOTICE FOR RESIDENTS OF THE STATE OF VERMONT

Vermont law provides that the following apply to Your certificate:

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

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

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

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

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

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

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

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

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9944 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

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

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

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

NOTICE FOR RESIDENTS OF WEST VIRGINIA

FREE LOOK PERIOD:

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

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

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

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

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

TABLE OF CONTENTS

Section	Page
CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	21
DEFINITIONS	23
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.....	27
Eligible Classes	27
Date You Are Eligible for Insurance	27
Enrollment Process	27
Date Your Insurance That Is Part Of The Flexible Benefits Plan Takes Effect.....	28
Date Your Insurance Ends	30
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT	31
For Family And Medical Leave	31
At The Policyholder's Option	31
EVIDENCE OF INSURABILITY	32
DISABILITY INCOME INSURANCE: LONG TERM BENEFITS.....	33
DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT	35
DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT	37
DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END	38
DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS.....	39
DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS	40
DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS	43
DISABILITY INCOME INSURANCE: EXCLUSIONS.....	43
FILING A DISABILITY INCOME INSURANCE CLAIM: LONG TERM BENEFITS.....	44
GENERAL PROVISIONS.....	46
Assignment.....	46
Disability Income Benefit Payments: Who We Will Pay	46
Entire Contract.....	46

TABLE OF CONTENTS (continued)

Section	Page
Incontestability: Statements Made by You	46
Misstatement of Age	46
Conformity with Law	47
Physical Exams	47
Autopsy	47
Overpayments for Disability Income Insurance	47
Lien and Repayment	48

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

You may choose the amount of your insurance from one of the following plans set forth below:

Option A - Noncontributory Insurance.....	60% of the first \$12,500 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.
Option B - Contributory Insurance	The lesser of: 66.67% of the first \$12,500 of Your Predisability Earnings; or 85% of the first \$9,804 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.
Maximum Monthly Benefit	
Option A - Noncontributory Insurance.....	\$7,500
Option B - Contributory Insurance	\$8,333
Minimum Monthly Benefit.....	15% of the Monthly Benefit before reductions for Other Income Benefits or \$50, whichever is greater, subject to the Overpayments and Rehabilitation Incentive subsections of this certificate.
Elimination Period.....	149 Days

SCHEDULE OF BENEFITS (continued)

Maximum Benefit Period*

the period shown below:

Age on Date of Your Disability	Benefit Period
Less than 62	To age 65
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.

Rehabilitation
Incentives..... Yes

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.

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 – Option B.

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:
 - during the Elimination Period and the next 24 months of Sickness or accidental injury: perform the material and substantial duties of Your Regular Occupation; and
 - after such period, earn more than:
 - 60% of your Predisability Earnings, if You are insured under Option A in the Schedule of Benefits, and
 - 66.67% of Your Predisability Earnings, if You are insured under Option B in the Schedule of Benefits,.

From any employer in Your Local Economy at any job for which You are reasonably qualified taking into account Your training, education and experience; and,

- If You:
 - are eligible for Social Security disability benefits, You apply for and are awarded Social Security disability benefits; or,

DEFINITIONS (continued)

- If You are not eligible for Social Security disability benefits, You have attained Normal Retirement Age prior to the date You have received 24 Monthly Benefit payments under this certificate, and are receiving Social Security retirement benefits.

We will add to Your Predisability Earnings an amount equal to the product of Your Predisability Earnings the lesser of Consumer Price Index (CPI) or 7%.

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.

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 You are regularly scheduled by the Policyholder to work an average of 30 hours per week..

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.

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

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.

DEFINITIONS (continued)

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 Base Salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began. If Your Base Salary is not an even multiple of \$100, it will be rounded to the next higher \$100. We calculate this amount on a monthly basis.

- For academic employees or academic appointments Base Salary means Your regular nine or twelve month appointment remuneration, excluding remuneration for special services, projects, summer terms and intersessions, not to exceed \$150,000;
- For all employees other than academic employees, academic appointments or hourly employees Base Salary means Your annual appointment remuneration not to exceed \$150,000;
- For hourly employees Base Salary means the product of Your hourly wage rate, Your regular work week and 52 weeks per year, excluding overtime wages and special services pay.

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.

DEFINITIONS (continued)

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.

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)

Active Full-Time employee of the Policyholder who:

- is classified by the Policyholder as 75% Full-Time or more; and,
- is appointed by the Policyholder for a duration of at least 9 months.

The term employee includes a person employed simultaneously by the Policyholder and the Harry S. Truman Veterans Administration Hospital (Hospital) pursuant to an agreement between the Policyholder and the Hospital, and whose joint appointments otherwise meet the eligibility requirements of this certificate.

An employee who works for the Policyholder on a per diem basis is not eligible for the insurance under this certificate.

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, 2016, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2016, You will be eligible for insurance on the date You enter that class.

ENROLLMENT PROCESS

If You are eligible for Option A - Noncontributory Insurance, You will automatically be enrolled for such insurance.

If You enroll for Option B - Contributory Insurance, You may enroll for such insurance by completing the required form. You must 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. In addition, You must give evidence of Your Insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY.

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 or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

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

Rules for Noncontributory Insurance

If You are eligible for Noncontributory Insurance You will automatically be enrolled for such insurance on the date You enter an eligible class, provided You are Actively at Work on that date.

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

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

Rules for Contributory Insurance

Enrollment When First Eligible

If You complete the enrollment process within 30 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 30 days of becoming eligible, You will not be able to enroll for insurance until the next annual enrollment period, as determined by the Policyholder, following the date You first became eligible. At that time You will be able to enroll for insurance for which You are then eligible.

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

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 first day of the calendar month following 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.

Enrollment Due to a Qualifying Event

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

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

Qualifying Event includes:

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

If You have a Qualifying Event, You will have 30 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event will take effect as follows:

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the month following the date of Your request, if You are Actively at Work on that date.
- for any amount for which You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

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

Increase in Insurance

An increase in insurance due to an increase in Your earnings will take effect on the date of the increase in Your earnings.

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

Decrease in Insurance

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

Request To Change The Amount of Your Disability Income Insurance

You may request a change in the amount of Disability Income Insurance in effect on You under this certificate. You may request such change by notifying the Policyholder of Your request and sending Proof of the change to Us.

Please refer to the enrollment and effective date of insurance rules described in ENROLLMENT PROCESS and the DATE YOUR INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT provision in this section. These rules determine when You may request to change the amount of Your Disability Income Insurance and when the change will take effect.

If You elect Option A - Noncontributory Disability Income Insurance when You are first eligible for such insurance under this certificate, and later You request a change to Option B - Contributory Disability Income Insurance, the change in the amount of Your Monthly Benefit is subject to the DATE YOUR INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT provision in this section.

If You elect Option B - Contributory Disability Income Insurance when You are first eligible for insurance under this certificate, and later:

- You fail to make the required premium payment when due, You will become insured for Option A - Noncontributory Disability Income Insurance and the amount of Your Monthly Benefit will be adjusted to the amount shown in the SCHEDULE OF BENEFITS for Option A - Noncontributory Disability Income Insurance subject to the DATE YOUR INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT provision in this section; or
- You request a change to Option A - Noncontributory amount of Disability Income Insurance, the change in the amount of Your Monthly Benefit is subject to the DATE YOUR INSURANCE THAT IS PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT provision in this section.

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

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

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 date You cease Active Work in an eligible class, if You are not disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the date 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.

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.

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 any of the reasons specified below.

Disability Income Insurance will continue for the following periods:

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 any of the reasons specified below.

Disability Income Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 1 year;
2. for the period You cease Active Work in an eligible class due to any other Policyholder approved leave of absence, up to 1 year;
3. if You are vested in the Policyholder's retirement plan, for the period You cease Active Work in an eligible class due to layoff, up to 1 year.

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

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

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. in order for You to increase the amount of Your Disability Income Insurance. If You do not give Us evidence of insurability or the evidence is not accepted by Us as satisfactory, the amount of Your Disability Income Insurance will not be increased.
2. if You make a late request for more than 30 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 not pay benefits during any period for which You are eligible to receive employer paid sick leave or salary continuance.

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 of any disability income insurance defined as Contributory Insurance.

Monthly Benefit payments will be made in US currency. The currency exchange rate is the exchange rate in effect on the date of Your Disability, and such exchange rate will remain the same throughout the duration of Your claim.

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 40 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 40 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 6 months 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 INCOME INSURANCE: LONG TERM BENEFITS (continued)

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.

If You return to Active Work for a period of more than 6 months 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

Work Incentive

While You are Disabled, We encourage You to work. If You work for Your employer or perform any other work for remuneration while You are Disabled and receiving Monthly Benefits, Your Monthly Benefit will be 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 12 months following Your Elimination Period, We will reduce Your Monthly Benefit by 50% of the amount You earn from working while Disabled.

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 disability or retirement benefits which You, Your Spouse or child(ren) receive or are eligible to receive because of Your disability or retirement under:
 - Federal Social Security Act;
 - any state, public or federal employee retirement or disability plan. You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the plan.
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 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;
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.

REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR FEDERAL SOCIAL SECURITY BENEFIT

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, We expect You to apply for such benefits.

To apply means to pursue such benefits until You receive approval from the Federal Social Security Administration, or a notice of denial of benefits from an administrative law judge. We will reduce the amount of Your Disability benefit by the amount of Federal Social Security benefits We estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will start to do this after You have received 24 months of Disability benefit payments, unless We have received:

- approval of Your claim for Federal Social Security benefits; or
- a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

You must, within 6 months following the date You became Disabled:

- send Us Proof that You have applied for Federal Social Security benefits;
- sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance; and
- sign a release that authorizes the Federal Social Security Administration to provide information directly to Us concerning Your Federal Social Security benefits eligibility.

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

If You do not satisfy the above requirements, We will reduce Your Disability benefits by such estimated Federal Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Federal Social Security benefits.

If You do receive approval or final denial of Your claim for such benefits, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

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.

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. If the attorney fees are incurred because of Your successful pursuit of Social Security disability benefits, such fees are limited to those approved by the Social Security Administration. Attorney fees incurred because of Your pursuit of Federal Social Security benefits through the administrative law judge level will be paid for or reimbursed by Us;
- 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;
- 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: PRE-EXISTING CONDITIONS

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

- received medical treatment, consultation, care, or services; or
- took prescribed medication or had medications prescribed;

in the 12 months before Your insurance, or any increase in the amount of insurance, under this certificate takes effect.

We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of Your insurance, 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, or the elected increase in the amount of such 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 per occurrence maximum equal to the lesser of:

- the date You receive 24 months of Disability benefit payments; or
- the Maximum Benefit Period.

Subject to the Administration of Limited Disability Benefits for Disability Due to Mental and Nervous Disorders or Diseases provision set forth below;

This limitation will not apply to a Disability resulting from:

- Neurocognitive Disorders;
- Schizophrenia; or
- Bipolar I Disorder

For Disability Due To Alcohol, Drug or Substance Abuse or Addiction; Neuromuscular, Musculoskeletal or Soft Tissue Disorders; Chronic Fatigue Syndrome and Related Disorders or Fibromyalgia

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

- 24 months for one period of Disability during Your lifetime for any one or more, or all of the above conditions; or
- the Maximum Benefit Period.

Subject to the Administration of Limited Disability Benefits for Disability Due to Neuromuscular, Musculoskeletal or Soft Tissue Disorders, Chronic Fatigue Syndrome and Related Disorders or Fibromyalgia as set forth below:

Your Disability benefits will be limited as stated above for:

1. If Your Disability is due to alcohol, drug or substance abuse or addiction, We require You to participate in an alcohol, drug or substance addiction recovery program recommended by a Physician. We will end Disability benefit payments at the earliest of the period described above or the date You cease, refuse to participate, or complete such recovery program.
2. Neuromuscular, Musculoskeletal or Soft Tissue disorders including, but not limited to, any disease or disorder of or injury to the spine or extremities and their surrounding soft tissue; sprains or strains of joints or their adjacent muscles, Carpel Tunnel Syndrome or other Repetitive Motion Disorders, unless the Disability has objective evidence of:
 - Myelopathies;
 - Myopathies;
 - Connective Tissue Disorder or Disease
 - Tumors of the spine, bone or soft tissue
 - Spinal Vascular Malformations; or
 - Spinal Cord Damage.
3. Chronic Fatigue Syndrome and Related Disorders.
4. Fibromyalgia.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS (continued)

ADMINISTRATION OF LIMITED DISABILITY BENEFITS FOR DISABILITY DUE TO NEUROMUSCULAR, MUSCULOSKELETAL OR SOFT TISSUE DISORDERS, CHRONIC FATIGUE SYNDROME AND RELATED DISORDERS OR FIBROMYALGIA.

If no exception above applies, and You are Disabled as a result of:

- more than one injury or Sickness for which Disability benefits are payable under this certificate, each of which are subject to the provisions of the Limited Disability Benefits section, the benefit limitation periods will run concurrently for all such conditions.
- one or more injuries or Sicknesses for which a Disability benefit is payable under this certificate, one or more of which is subject to the provisions of the Limited Disability Benefits section, Your Disability benefits will terminate at the end of the limitation period shown above, unless We receive Proof that You are Disabled at the end of such limitation period due to one or more of the exceptions to the limitation shown above, or to a Sickness or injury not subject to the limitations in Limited Disability Benefits.

DEFINED TERMS USED IN LIMITED DISABILITY BENEFITS

Bipolar I Disorder means a psychiatric disorder diagnosed in accordance with the diagnostic criteria for Bipolar I Disorder set forth in the most recent edition of the DSM as of the date of Your Disability. Supporting documentation must include evidence that You experienced at least one full manic episode. The following conditions, as determined using the diagnostic criteria for such conditions set forth in the most recent edition of the DSM as of the date of Your Disability **are not** considered Bipolar I Disorder for purposes of this exclusion:

- bipolar II disorder
- cyclothymic disorder;
- substance induced bipolar disorder;
- bipolar disorder associated with a known general medical condition;
- other specified bipolar disorder; or
- unspecified bipolar disorder.

Carpel Tunnel Syndrome means an entrapment median neuropathy, which causes pain, numbness, and other symptoms in the distribution of the median nerve due to its compression at the wrist.

Chronic Fatigue Syndrome means the clinically evaluated, unexplained persistent or relapsing chronic fatigue that is not substantially alleviated by rest. The diagnosis must be established following the Center for Disease Control current clinical criteria as of the date of Your Disability.

Connective Tissue Disorder or Disease means any of a group of diseases affecting the connective tissues of the body. These conditions include, but are not limited to, rheumatoid arthritis, Marfan syndrome, systemic lupus erythematosus, scleroderma, Ehlers-Danlos syndrome or polymyositis.

The diagnosis must be established using American College of Rheumatology current clinical criteria as of the date of Your Disability.

Fibromyalgia means a medical condition evidenced by widespread soft tissue pain. The diagnosis must be established following the American College of Rheumatology current clinical criteria as of the date of Your Disability .

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 ("DSM") as of the date of Your Disability.

Musculoskeletal means the bones, joints, joint capsules, cartilage, or adjacent tendons, ligaments or muscles.

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

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS (continued)

Myopathies means diseases of muscle fibers, supported by pathological findings on biopsy or electromyography (EMG).

Neurocognitive Disorder means a condition that meets the diagnostic criteria for neurocognitive disorders set forth in the most recent edition of the DSM as of the date of Your Disability, and the cognitive deficits that relate to the Disability are not attributable to another Mental or Nervous Disorder or Disease. Neurocognitive disorders include, but are not limited to, conditions such as Alzheimer's disease and other forms of dementia, and Traumatic Brain Injury.

Neuromuscular means the peripheral motor nerves and the muscles that such nerves supply.

Related Disorders means conditions that are similar to Chronic Fatigue Syndrome in that the symptoms associated with the condition are comparable. These conditions include, but are not limited to, the following:

- Chronic Fatigue Immunodeficiency Syndrome;
- post Viral Syndrome, and
- Epstein-Barr virus infection.

The diagnosis must be established following the Center for Disease Control current clinical criteria as of the date of Your Disability.

Repetitive Motion Disorders means muscular conditions that result from repeated motions performed in the course of normal work or daily activities and affecting upper or lower extremities.

Schizophrenia means a chronic psychiatric disorder diagnosed in accordance with the diagnostic criteria for Schizophrenia set forth in the most recent edition of the DSM as of the date of Your Disability.

Soft Tissue means the muscle, fat, fibrous tissues, and blood vessels, which connect, support, or surround the bony structures and organs of the body.

Spinal means components of the bony spine or spinal cord.

Spinal Cord Damage means injury or disease of the spinal cord with resultant paralysis.

Spinal Vascular Malformations means abnormal development of blood vessels within the spinal cord.

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

DISABILITY INCOME INSURANCE: EXCLUSIONS

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

1. war, whether declared or undeclared;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide while sane; or
5. commission of or attempt to commit or taking part in a felony;
6. Your disabilities while on military leave;
7. sickness contracted or injury sustained while You are on a full-time active duty as a member of the armed forces (land, air, water) of any country or international authority.
8. participating in an illegal occupation or fraudulent act.

We will not pay any benefits for a Disability during any period of time that You are confined in any penal or correctional institute.

FILING A DISABILITY INCOME INSURANCE CLAIM: LONG TERM BENEFITS

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.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than 45 days after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

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 after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance 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 end of the Elimination Period.

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 within 90 days after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

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 Benefit Sources;
 - Federal Social Security disability benefits; 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 Benefit Sources;

FILING A DISABILITY INCOME INSURANCE CLAIM: LONG TERM BENEFITS (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;
 - pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

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

Disability Income Benefit Payments: Who We Will Pay

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. 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 designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse, if alive;
2. Your child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

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.

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. 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.

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.

GENERAL PROVISIONS (continued)

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.

Lien and Repayment

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;
- furnishing of documents and other information as requested by Us or any person working on Our behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.

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

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.

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.

Social Security Assistance Program

If your claim for Disability benefits under this plan is approved, MetLife provides you with assistance in applying for Social Security disability benefits. Before outlining the details of this assistance, you should understand why applying for Social Security disability benefits is important.

Why You Should Apply For Social Security Disability Benefits

Both you and your employer contribute payroll taxes to Social Security. A portion of those tax dollars are used to finance Social Security's program of disability protection. Since your tax dollars help fund this program, it is in your best interest to apply for any benefits to which you may be entitled. Your spouse and children may also be eligible to receive Social Security disability benefits due to your Disability.

There are several reasons why it may be to your financial advantage to receive Social Security disability benefits. Some of them are:

1. Avoids Reduced Retirement Benefits

Should you become disabled and approved for Social Security disability benefits, Social Security will freeze your earnings record as of the date Social Security determines that your disability has begun. This means that the months/years that you are unable to work because of your disability will not be counted against you in figuring your average earnings for retirement and survivors benefit.

2. Medicare Protection

Once you have received 24 months of Social Security disability benefits, you will have Medicare protection for hospital expenses. You will also be eligible to apply for the medical insurance portion of Medicare.

3. Trial Work Period

Social Security provides a trial work period for the rehabilitation efforts of disabled workers who return to work while still disabled. Full benefit checks can continue for up to 9 months during the trial work period.

4. Cost-of-Living Increases Awarded by Social Security Will Not Reduce Your Disability Benefits

MetLife will not decrease your Disability benefit by the periodic cost-of-living increases awarded by Social Security. This is also true for any cost-of-living increases awarded by Social Security to your spouse and children.

This is called a Social Security "freeze." It means that only the Social Security benefit awarded to you and your dependents will be used by MetLife to reduce your Disability benefit; with the following exceptions:

- a) an error by Social Security in computing the initial amount;
- b) a change in dependent status; or

- c) your Employer submitting updated earnings records to Social Security for earnings received prior to your Disability.
- Terminated by MetLife upon the earliest of:
 - 30 days advanced notice to you;
 - your return to work;
 - notification to us of the termination of your employment; or,
 - your disability income benefits end date.

In no event will any payment be made to your policyholder under the above described service, if the amount of either the weekly or monthly benefit, as applicable, payable to you under the MetLife disability income insurance plan is less than the amount of the applicable premium payroll deductions.

Your Employer will be solely responsible for remitting the amount of premium payments for Other Coverage(s) received from MetLife to the appropriate party or parties.

If while you are Disabled, You do not want MetLife to deduct the premium for Other Coverage as described above, you must notify MetLife of your intention. When we receive your notice, we will stop making premium deductions for Other Coverage(s).

Early Intervention Program

The MetLife Early Intervention Program is offered to all covered employees, and your participation is voluntary*. 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).
6. Providing analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities. This program also includes modifications to help you perform your job or a similar job as required of your employer under the Americans with Disabilities Act (ADA). It also includes an on-site ergonomic evaluation of work conditions to assist you in returning to work. If MetLife agrees that job modifications are likely to help you remain at work or return to work we may also agree (with your consent) to reimburse your employer for the cost of such modifications up to an amount agreed to between MetLife and your employer.

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.