



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

Certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

**Metropolitan Life Insurance Company,**

Steven A. Kandarian  
Chairman, President and Chief Executive Officer

Policyholder: **Trustee of the MetLife Group Insurance Trust**

Group Policy Number: **32900-G**

Employer: **GrafTech International Ltd.**

Group No.: **90802**

**Participating Group Universal Life Insurance**

This Certificate includes flexible contributions, adjustable benefits, group life insurance until age 95 and a paid-up benefit option at any time.



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**ADDITIONAL COVERAGES**

Rider: Dependent Term Insurance

Rider: Accidental Death Benefits



CERTIFICATE SPECIFICATIONS AS OF JANUARY 1, 2001

EMPLOYER..... GRAFTECH INTERNATIONAL LTD.
GROUP IDENTIFICATION NUMBER..... 0012345-0000-0000
COVERED PERSON..... JOHN DOE
SPECIFIED AMOUNT..... \$50,000.00\*\*
OWNER'S NAME & ADDRESS JOHN DOE
123 MAIN STREET
ANYTOWN, NY 00000

EMPLOYEE'S NAME..... JOHN DOE
PLAN..... GROUP UNIVERSAL LIFE
CERTIFICATE NUMBER..... 12345-XXX-XX-XXXX
EFFECTIVE DATE OF CERTIFICATE..... JANUARY 1, 2001
PLAN ANNIVERSARY DATE..... JANUARY 1
COVERED PERSON'S DATE OF BIRTH..... JANUARY 1, 1950
FINAL DATE OF CERTIFICATE..... CERTIFICATE ANNIVERSARY AT AGE 95\*
PLANNED CONTRIBUTION..... \$40.00 PAYABLE MONTHLY
MAXIMUM SPECIFIED AMOUNT..... \$1,200,000.00
NON-MEDICAL ISSUE AMOUNT..... THE LESSER OF \$200,000.00 or 2 TIMES YOUR ANNUAL SALARY
ADDITIONAL COVERAGES

RIDER BENEFIT AMOUNT
DEPENDENT TERM INSURANCE
EACH CHILD..... \$10,000.00
ACCIDENTAL DEATH BENEFITS..... \$50,000

\* This Certificate will terminate prior to this date if contributions paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, subsection 5, of section V.
\*\* May be subject to reductions. See section VIII.

How We Will Pay Benefits

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

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

Other modes of payment may be available upon request.

ESTATE RESOLUTION SERVICES

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

Will Preparation Service

If You elect group universal life insurance coverage a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your group universal life insurance coverage is in effect. The Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate.

## **CERTIFICATE SPECIFICATIONS - *Continued***

If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

### **Probate Service**

If You become insured for group universal life insurance coverage and You or Your Spouse die while such group universal life coverage is in effect, a probate benefit ("the Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available, through a MetLife affiliate ("Affiliate").

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

This Benefit will be provided at no cost to You and will end on the date Your group universal life insurance coverage ends.

## I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

1. "We", "us" and "our" mean Metropolitan.
2. "You" and "your" mean the Covered Person named on the Certificate Specifications page.
3. "This Plan" means the Group Universal Life Insurance Plan for the Employees of the Employer provided under the Group Policy issued by us to the Policyholder.
4. "Accumulation Fund"  
The value of your Accumulation Fund is as follows:  
The Net Contributions received on your behalf by us to the current date;  
MINUS  
The Monthly Deductions to the current date;  
PLUS  
Interest credited to the current date.  
If you make a Partial Cash Withdrawal (see page 10), the Accumulation Fund defined above will be reduced by the amount of such withdrawal.  
The factors used in computing the Accumulation Fund are shown on page 9.
5. "Change in Family Status" means the following:
  - (a) a change in your legal marital status, such as by marriage, divorce, legal separation, death of Spouse or annulment (this includes the forming of and dissolution of a Domestic Partner);
  - (b) a change in the number of your dependents, such as by birth, adoption of a Child, placement for adoption or death of a dependent; and  
  
"Child" includes:
    - your natural child;
    - a child who is supported solely by you and permanently living in the home of which you are the head;
    - a child who is legally adopted; and
    - a stepchild (including the child of a Domestic Partner) who lives in your home.
  - (c) the purchase of a home will be considered a Change in Family Status for This Plan.
6. "Domestic Partner" means each of two people, one of whom is an Employee of the Employer, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.
7. "Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.
8. "Net Contributions" means a percentage of all contributions received on your behalf (the balance is an expense charge). We will set the percentage from time to time.
9. "Net Single Premium" means the gross single premium less any other charges for expenses.
10. "Normal Retirement Date" means the first day of the month following the Employee's 65th birthday.
11. "Payroll Deduction Plan" means the procedure for making contribution payments with deductions from your salary.
12. "Plan Anniversary Date" means January 1.
13. "Plan Year" means the year beginning January 1 and ending the following December 31.
14. "Policyholder" means Trustee of the MetLife Group Insurance Trust.

## I. DEFINITIONS OF CERTAIN TERMS USED HEREIN - *Continued*

15. "Proof" means written evidence satisfactory to us that a person has satisfied the conditions and requirements for any benefit described in this Certificate including the payment of insurance. When a claim is made for any benefit described in this Certificate, Proof must establish:
- (a) the nature and the extent of the loss or condition;
  - (b) our obligation to pay the claim; and
  - (c) the claimant's right to receive payment.
16. "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.
17. "Spouse" means your lawful spouse. With respect to this Certificate and its Riders, the term also includes your Domestic Partner.
18. "Successor Plan" means a life insurance plan for the Employees or any class or classes of Employees of the Employer which replaces This Plan, other than a non-group individual Whole Life Plan.
19. "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.



## II. PAYMENT WHEN YOU DIE

### 1. Coverage

If you die while the Death Benefit is in effect and before the earlier of the Final Date of Certificate and the date you elect Paid-up Benefits, we will pay:

The Death Benefit in effect on your life at the time of death;

MINUS

Any loan and loan interest;

to the Beneficiary after we receive Proof of your death and a proper Written claim.

### 2. Death Benefit

The Death Benefit is composed of two parts - Insurance and an Accumulation Fund. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the value of the Accumulation Fund. The value of the Accumulation Fund is added to the amount of Insurance to determine the amount of Death Benefit.

However, there is a Minimum Death Benefit which, if it applies to you, increases the amount of Insurance. To determine the amount of the increase, subtract the amount of the Death Benefit which would otherwise apply to you from the Minimum Death Benefit.

### 3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below.

<b>Age on Date of Death</b>	<b>Minimum Death Benefit as a Percentage of the Accumulation Fund</b>
40 or younger	250%
41 - 45	250 - 215
46 - 50	215 - 185
51 - 55	185 - 150
56 - 60	150 - 130
61 - 65	130 - 120
66 - 70	120 - 115
71 - 75	115 - 105
76 - 90	105
91 - 95	105-100

The Minimum Death Benefit will decrease uniformly within the ranges shown.

### 4. Death Benefit Adjustment

At any time after the first Certificate year, while this Certificate is in force, you may change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan, subject to the following:

- (a) The Specified Amount may not be reduced to less than the greater of \$20,000 or one times your annual salary as determined by your Employer.
- (b) For any change which would increase the Specified Amount, you must provide evidence of your insurability satisfactory to us, except if you are paying under the Payroll Deduction Plan and such change is being requested due to:
  - (1) a Change in Family Status, provided the change is requested within 31 days of the event and is not more than \$50,000; or
  - (2) any increase in your salary, provided you have not previously declined any such increase in your Specified Amount; and

the increase in your Specified Amount in accordance with (1) or (2) above does not result in an amount that exceeds the Non-Medical Issue Amount stated on the Certificate Specifications page.

## II. PAYMENT WHEN YOU DIE - *Continued*

Any increase in your Specified Amount will be a multiple of your salary, in accordance with the schedule set forth with the records of This Plan. Such increase may not result in a Specified Amount that exceeds the Maximum Specified Amount that is stated on the Certificate Specifications page.

- (c) No increase in the Specified Amount will take effect unless the Cash Value, after the increase, is sufficient to keep the certificate in force for at least 2 months. Subject to this condition, a request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
- (1) if evidence of insurability is required, the date we approve the request; or
  - (2) if evidence of insurability is not required; and
    - (i) if the change is due to a Change in Family Status, the date of the request; or
    - (ii) if the change is due to an increase in your salary, the August 1<sup>st</sup>, November 1<sup>st</sup>, February 1<sup>st</sup> or May 1<sup>st</sup> following the date of the increase in your salary.

You must be in active work with the Employer on the date the change is to take effect. If you are not in active work on such date, the change will take effect on the first of the month following the date you return to active work with the Employer.

- (d) We will issue a new Certificate Specifications page.

### III. COMPUTATION OF ACCUMULATION FUND

#### 1. Monthly Deduction

The deduction for any Certificate month is the sum of the following amounts, determined as of the beginning of that month.

- The monthly cost of the Insurance (See Cost of Insurance below).
- The monthly administration fee, if any, we set from time to time.
- The monthly cost of any benefits provided by any Riders.

#### 2. Interest Rate

The Guaranteed Interest Rate used to determine the Accumulation Fund is 0.32737% a month, compounded monthly. This is equivalent to a rate of 4% a year, compounded annually.

Interest will be credited to the Accumulation Fund on the last day of each month as follows:

- In the manner and at the rate we set from time to time. The rate we set will never be less than the Guaranteed Interest Rate.
- If there is a loan against the Certificate, interest on that portion of the Accumulation Fund that equals the loan will be at a rate we set from time to time. The rate, with respect to the amount of the loan, will never be less than the Guaranteed Interest Rate.

#### 3. Cost of Insurance

The cost of the Insurance for any Certificate month is equal to the monthly insurance rate multiplied by each \$1,000 of the amount of your Insurance. Monthly Insurance rates will be set by us from time to time. But these rates will never be more than the maximum rates shown in the table on page 20.

## IV. PAYMENTS DURING YOUR LIFETIME

### 1. Payment on Final Date of Certificate

If you are alive on the Final Date of Certificate and are still covered for an amount of Insurance, we will pay you the Accumulation Fund minus any loan and loan interest (see below). Coverage under this Certificate will then end.

### 2. Cash Value

Your Death Benefit may have a Cash Value while you are still alive.

The Cash Value at any time will equal:

- The Accumulation Fund;  
MINUS
- Any loan and loan interest.

### 3. Full Cash Withdrawal

We will pay you all of the Cash Value after we receive your request for a Full Cash Withdrawal at our Administrative Office. The Cash Value will be determined as of the date we receive your request. If you request a Full Cash Withdrawal and are paid the full Cash Value, we will reduce the Accumulation Fund to zero.

### 4. Partial Cash Withdrawal

At any time you may request a Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least \$250.

We will pay you the Partial Cash Withdrawal upon receipt of your request at our Administrative Office. The available Cash Value will be determined as of the date we receive your request. When a Partial Cash Withdrawal is made, the Accumulation Fund will be reduced by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the current Accumulation Fund less any loan and loan interest.

If your Partial Cash Withdrawal is more than the Maximum Partial Cash Withdrawal specified above, we will treat it as a request for a Full Cash Withdrawal.

### 5. Loan

At any time you may also get cash from us by taking a loan. You can only take one loan per Plan Year, but only one loan can be in effect at a time.

The most you can borrow at any time is the current Cash Value less twice the amount of the Monthly Deduction just prior to the loan and less interest to the next Plan Anniversary Date at the current loan interest rate. The loan must be for at least \$250.

Loan interest is charged at the rate we set from time to time. This rate will never be more than the maximum permitted by law and will not change more often than once a year on the Plan Anniversary Date.

The rate of interest we set for a Plan Year may not exceed a maximum limit which is the higher of:

- (a) The Published Monthly Average for the calendar month ending 2 months before the Plan Anniversary Date at the beginning of the Plan Year; or
- (b) the rate we use to compute the Guaranteed Interest Rate of this Certificate for the Plan Year, plus 1%.

The Published Monthly Average means:

- (a) Moody's Corporate Bond Yield Average – Monthly Average Corporates, as published by Moody's Investors Service, Inc. or any successor to that service; or
- (b) if that average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state in which the Group Policy is delivered.

#### **IV. PAYMENTS DURING YOUR LIFETIME - Continued**

If the maximum limit for a Plan Year is at least  $\frac{1}{2}\%$  higher than the rate set for the previous Plan Year, we may increase the rate to no more than that limit. If the maximum limit for a Plan Year is at least  $\frac{1}{2}\%$  lower than the rate set for the previous Plan Year, we will reduce the rate to at least that limit.

When a loan is made, you will be informed of the initial rate applicable to that loan. This initial rate of interest will be determined by using the Published Monthly Average for the calendar month ending 2 months before the date of the loan; however, it will never be greater than the maximum rate described above.

A loan will affect the interest rate we credit to the Accumulation Fund (see Interest Rate on page 9).

#### **6. Loan Repayment**

You may repay all or part of a loan (but not less than \$100) at any time while you are alive and this Certificate is in force. If any payment you make to us is intended as a loan repayment, rather than a contribution payment, you must tell us this when you make the payment. A loan repayment may not be made through the Payroll Deduction Plan.

Failure to repay a loan or to pay loan interest will not terminate this Certificate unless the Accumulation Fund, minus the loan and loan interest, is not sufficient to pay the Monthly Deduction due on a Monthly Anniversary. In that case, the Grace Period provision will apply (see page 12).

#### **7. Termination of This Plan**

We have the right to discontinue This Plan if there is a Successor Plan while the Payroll Deduction Plan is still in effect. We must give the Employer notice, in Writing, that This Plan is to be discontinued. The notice must be given at least thirty-one days prior to the date that This Plan is to be discontinued.

For the purposes of this provision, if This Plan is changed such that a class or classes of Employees insured hereunder are no longer considered an eligible class or classes, such discontinuance will be construed as if This Plan had ended for such class or classes even though This Plan continues in effect. The status of the termination of a class or classes of Employees, for the purposes of this provision, will be defined under procedures which are agreed upon by us and the Employer.

If This Plan ends and there is a Successor Plan, your Death Benefit will end if you are making Planned Contributions through the Payroll Deduction Plan.

For the purposes of This Plan, if you are retired from the Employer you will be considered to be on the Payroll Deduction Plan.

If This Plan ends and there is a Successor Plan, we will pay to the succeeding carrier, over a period of the next three years, the Cash Value divided into equal monthly installments. If the payout is delayed in excess of thirty days, we will credit interest on any unpaid balance at a rate not less than 3.5% per annum.

If This Plan ends and there is a Successor Plan, you may continue your Death Benefit if you already pay Planned Contributions directly to us.

If This Plan ends and there is no Successor Plan, your Death Benefit will continue if you pay Planned Contributions based on your new classification, directly to us.

The Cash Value will be determined as of the date your Death Benefit ends. You may be entitled to convert to a Personal Policy of Life Insurance On Your Own Life (see page 15).

#### **8. Deferment**

We may delay paying a Cash Withdrawal for up to 6 months from the date we receive your request for payment. If we delay for 30 days or more, interest will be paid from the date we receive the request at a rate not less than the Guaranteed Interest Rate (see page 9).

We also may delay making a loan for up to 6 months from the date we receive your request for the loan.

## V. CONTRIBUTIONS

### 1. Contribution Payments

Planned Contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under This Plan, Planned Contributions will be sent to us monthly by the Employer. These payments will be made with deductions from your salary. However, you may be considered to be on the Payroll Deduction Plan under procedures which are agreed upon by us and the Employer.

This Payroll Deduction Plan procedure will end if:

- (1) your employment ends; or
- (2) the Employer sends us a Written request to end this procedure for you; or
- (3) This Plan ends or is changed so as to end the benefits for the class or classes of Employees of which you are a member.

If this procedure ends, pursuant to items (1) or (2) above, while your Insurance is in force, further Planned Contributions will be payable directly to us based on your new classification and according to the mode of contribution payments that has been selected.

If this procedure ends pursuant to item (3) above, while your Insurance is in force, your Death Benefit will end because This Plan has ended (see Section VII., page 15).

You may change the amount of your Planned Contributions from time to time.

Other contributions may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

If you are not paying under the Payroll Deduction Plan and if you request in Writing, we will send contribution notices. If the Accumulation Fund is large enough to keep your Insurance in force you may skip Planned Contribution payments or change their frequency and amount. However, the flexibility of Planned Contribution payments may be restricted when you retire (see Section VIII., page 16).

### 2. Limits

The first contribution may not be less than the Planned Contribution shown on the Certificate Specifications page.

Each contribution payment other than a Planned Contribution must be at least \$100. We may change this minimum contribution limit. No change will take effect until 90 days after notice is sent.

We reserve the right not to accept a contribution payment other than a Planned Contribution for up to 6 months from the date a Partial Cash Withdrawal is paid to you.

The total contributions paid in a Certificate year may not exceed the maximum we set for that year. When we set the maximum for total contributions paid in a Certificate year, we will take account of requirements in federal legislation. We will return any contribution paid in a Certificate year which exceeds the maximum.

### 3. Grace Period

If you are paying under the Payroll Deduction Plan and if the sum of the Cash Value on any Monthly Anniversary plus the Planned Contributions deducted from your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 60 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send you and any assignee on our records at last known addresses a notice of the Grace Period.

If you are not paying under the Payroll Deduction Plan and if the Cash Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 60 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send you and any assignee on our records at last known addresses a notice of the Grace Period.

If we do not receive a sufficient amount by the end of the Grace Period, this Certificate will then end without value.

If you die during the Grace Period, we will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.

## V. CONTRIBUTIONS - *Continued*

### 4. Reinstatement

If the Grace Period has ended and you have not paid an amount that will cover the Monthly Deduction, you may request that this coverage be reinstated while you are alive provided:

- (a) you have not surrendered this Certificate for its Cash Value; and
- (b) This Plan has not ended; and
- (c) you have not elected a Paid-up Benefit under this Certificate; and
- (d) you ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) you provide evidence of your insurability satisfactory to us; and
- (f) you pay the Monthly Deductions through the end of the Grace Period; and
- (g) you pay an amount which is sufficient to keep the Certificate in force for at least 2 months after the date of reinstatement.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date we approve the request.

### 5. Continuation of Insurance

If the Planned Contributions are not paid periodically as planned, the Insurance will remain in force as long as the Cash Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.

On any Monthly Anniversary where the Cash Value is less than the Monthly Deduction for that month, the Grace Period provision will apply.

If you are living on the Final Date of Certificate and the Insurance is then in force, we will pay you the Cash Value, if any.

The Planned Contribution which was selected and which is shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate even if the Planned Contribution is paid as scheduled. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of contribution payments;
- (b) changes in the Specified Amount;
- (c) changes in interest credits and Cost of Insurance;
- (d) deductions for any additional Riders; and
- (e) any Partial Cash Withdrawals or loans under this Certificate.

### 6. Termination of Payroll Deduction Plan

If the Payroll Deduction Plan ends, This Plan will end (see Section IV, item 7, page 11).

## VI. BENEFICIARY

### 1. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make the choice in Writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with us. You do not need the consent of the Beneficiary to make a change. When we receive a form changing the Beneficiary, the change will take effect as of the date you Signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by us.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan as well.

### 2. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

### 3. Death of a Beneficiary

A person's rights as a Beneficiary end if:

- (a) that person dies before your death occurs; or
- (b) that person dies at the same time your death occurs; or
- (c) that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

### 4. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to your estate. However, we may instead pay all or part of that amount to one or more of the following persons who are related to you and who survive you:

- (a) Spouse;
- (b) child(ren);
- (c) parents;
- (d) brother and sister.

Any payment will discharge our liability for the amount so paid.



**VII. RIGHT TO OBTAIN A PERSONAL  
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE**

**1. Application**

If there is a Successor Plan we will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in Writing during the Application Period. The Application Period is the 31 day period after the date your Death Benefit ends because This Plan ends if there is a Successor Plan; or because you are no longer included in a class or classes of Employees which remains eligible for This Plan; but only if your Death Benefit under This Plan has been in effect for at least 5 years.

Proof that you are insurable is not required by us.

**2. Conditions**

The personal policy will be issued to you subject to these conditions:

- (a) It will be on one of the forms then usually issued by us; and
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
  - (1) the class of risk to which you belong; and
  - (2) your age on the effective date of the policy; and
  - (3) the form and amount of the policy; and
- (d) The amount of the policy will not be more than the lesser of:
  - (1) the amount of your Insurance on the date the Death Benefit ends, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Death Benefit ends; and
  - (2) \$10,000.

**3. If You Die During the Application Period**

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item 2(d) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

### VIII. IF YOU ARE AGE 70 OR OLDER OR RETIRED

1. If you are not retired from the Employer, but are no longer employed and paid for services by the Employer on a full-time basis, as determined by the Employer, the Specified Amount will be adjusted as described in item (3) below, on the date you become age 70.
2. If you retire from the Employer the Specified Amount will be adjusted as described in item (3) below, on the date you retire.

However, you may defer this adjustment until the later of:

(a) the tenth anniversary of the Effective Date of Certificate:

(i) if you enrolled in This Plan when you were age 55 or older; and

(ii) if you have paid all the Planned Contributions while you were insured under This Plan; or

(b) your Normal Retirement Date if you retire prior to such date.

Such deferment as described in (a) and (b) above will continue only if you continue paying Planned Contributions during the period of deferment. If you stop paying Planned Contributions, your Specified Amount will be adjusted as described in item (3) below, on the date you cease to pay a Planned Contribution.

3. The adjusted Specified Amount will equal five times the amount of your Accumulation Fund, however, in no event will the adjusted Specified Amount:
  - (a) exceed your current Specified Amount; or
  - (b) be less than \$20,000.

Any adjustment in the Specified Amount will automatically adjust the Death Benefit by the same amount, subject to the Minimum Death Benefit (see page 7).

4. While you are employed and paid for services by the Employer on a full-time basis as determined by the Employer, the Specified Amount will not be adjusted.

We reserve the right to delay and/or waive any adjustment.

## IX. PAID-UP BENEFITS

### 1. Coverage

At any time while This Plan is in effect for you, you may elect to terminate your Death Benefit, and use all or part of your Available Accumulation Fund as a Gross Single Premium for a Paid-up Benefit under this Certificate. In such case, benefits provided under any applicable Certificate Rider will end on the day before you become covered for Paid-up Benefits. You will receive a new Certificate Specifications page if you elect a Paid-up Benefit.

Available Accumulation Fund is:

- The Accumulation Fund;

MINUS

- Any loan and loan interest.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 1960 Commissioners Standard Group Mortality Table. These rates are applied on an age nearest birthday basis. The interest rate is guaranteed to be no lower than an annual rate of 4%.

You may choose the amount of Paid-up Benefit, provided that:

- (1) your Available Accumulation Fund must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount of coverage must be at least \$10,000; and
- (3) the amount of coverage cannot exceed the amount of Death Benefit for which you were covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of your Available Accumulation Fund which is in excess of the Gross Single Premium used for your Paid-up Benefit will be returned to you in cash.

Any change in Beneficiary from the Beneficiary you named for your Death Benefit must be filed with us.

If you have elected a Paid-up Benefit and made a Written request for a statement of the value of the Accumulation Fund, we will furnish you with such a statement within 20 business days from the date we received your Written request.

### 2. Cash Value

Your Paid-up Benefit has a Cash Value while you are alive.

The Cash Value at any time will equal the Net Single Premium at your attained age for the amount of your Paid-up Benefit, using the same basis as we used to determine the amount of Paid-up Benefit.

We will pay you the Cash Value of your Paid-up Benefit under the same conditions as a Full Cash Withdrawal of the full Cash Value of the Death Benefit (see page 10).

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

### 3. When Paid-up Benefits End

If you request and are paid the Cash Value, this Certificate and all of our obligations under it will end. Otherwise, the Paid-up Benefit will continue until your death.

## **X. GENERAL PROVISIONS**

### **1. Optional Types of Payment**

Payments which are provided under this Certificate may be made in other than a lump sum. Details on the payment options may be obtained from us.

### **2. Statements Made by You Which Relate to Insurability**

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;

unless the statement was contained in a Written application which has been Signed by you.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

### **3. Certificate**

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

### **4. Assignment**

The Death Benefit or Paid-up Benefit under This Plan may be assigned as a gift or as collateral. The Death Benefit or Paid-up Benefit under This Plan is also assignable by means of a viatical assignment.

However, no assignment will be binding on us unless the following conditions are met:

- (a) The assignment is in a form which is acceptable to us.
- (b) The assignment is accepted, in Writing, by us.
- (c) The assignment is filed at our office.

We assume no obligation as to the validity or the sufficiency of any assignment.

### **5. Suicide**

The Death Benefit or Paid-up Benefit will not be paid if you commit suicide while sane or insane, within 2 years from the Effective Date of Certificate. Instead, we will pay the Beneficiary an amount equal to all contributions paid, without interest, less any loan and loan interest and less any Cash Withdrawals. If you commit suicide, while sane or insane, more than 2 years after the Effective Date of Certificate but within 2 years from the effective date of any increase in the Death Benefit, our liability with respect to such increase will be limited to its cost.

### **6. Age**

If your age on the Effective Date of Certificate is not correct as shown on the Certificate Specifications page, we will adjust the benefits under this Certificate. The adjusted benefits will be those that the contributions paid would have provided at the correct age.

### **7. Computation of Rates**

The maximum insurance rates shown on page 20 are based on the 1960 Commissioners Standard Group Mortality Table.

## **X. GENERAL PROVISIONS - *Continued***

### **8. Dividends**

Each year we will determine the dividend, if any, to which the Group Policy may be entitled. Such determination will be within the sole discretion of our Board of Directors.

Any dividend under the Group Policy will be allotted to the Group Policy and to the Certificate in the same ratio that the premium paid by the Policyholder bears to the contribution paid by you for coverage under the Certificate. Any dividend allotted to the Group Policy will be used, if the Policyholder elects, to pay any premium under the Group Policy.

Any dividend allotted to the Certificate may, at your option:

- (a) be paid to you in cash;
- (b) be applied to the payment of any contribution for the Certificate; or
- (c) be added to the Accumulation Fund.

However, in view of the manner in which we have determined premium rates, we do not anticipate that the Group Policy will be entitled to any dividend.

### **9. Changes in Policy Cost Factors**

Policy cost factors are interest rates, Cost of Insurance rates, expense charges and administrative charges. Changes in policy cost factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Policy cost factors for in-force Certificates will be reviewed at least once every five years to determine whether an adjustment in policy cost factors should be made.

### **10. Right to Change this Certificate**

We reserve the right to make changes in this Certificate or any Certificate Riders in order to continue to qualify this coverage as life insurance under the Internal Revenue Code or successor law. Any such change will apply to all Certificates under This Plan. We will give the Insured Written notice of such change.

### **11. Annual Reports**

Each year, if there has been an amount in the Accumulation Fund at the end of any of the preceding 12 plan months, we will send you a report showing the current Death Benefit, Accumulation Fund and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Accumulation Fund during the past Plan Year.

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

We may, at our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).

### **12. Illustration of Future Benefits**

At any time, we will provide an illustration of the future benefits and values under your Certificate. You must ask in Writing for this illustration and pay the service fee set by us.

**XI. TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE**

<u>Age</u>	<u>Monthly Rate</u>	<u>Age</u>	<u>Monthly Rate</u>
15	0.143	55	1.249
16	0.151	56	1.364
17	0.158	57	1.487
18	0.166	58	1.618
19	0.169	59	1.756
20	0.174	60	1.905
21	0.179	61	2.066
22	0.182	62	2.244
23	0.184	63	2.437
24	0.187	64	2.647
25	0.189	65	2.878
26	0.190	66	3.137
27	0.192	67	3.424
28	0.194	68	3.744
29	0.197	69	4.093
30	0.200	70	4.469
31	0.204	71	4.866
32	0.209	72	5.282
33	0.217	73	5.711
34	0.226	74	6.166
35	0.238	75	6.659
36	0.252	76	7.207
37	0.268	77	7.827
38	0.288	78	8.532
39	0.311	79	9.317
40	0.336	80	10.174
41	0.365	81	11.096
42	0.397	82	12.073
43	0.433	83	13.100
44	0.471	84	14.181
45	0.514	85	15.328
46	0.560	86	16.548
47	0.611	87	17.852
48	0.667	88	19.262
49	0.730	89	20.815
50	0.797	90	22.562
51	0.871	91	24.567
52	0.952	92	26.917
53	1.043	93	29.721
54	1.141	94	33.122

## **XII. NOTICES**

This Certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

Certificate years and months are measured from the Effective Date of Certificate. For example, if the Effective Date of Certificate is January 1, 2012, the first Certificate month ends January 31, 2012, and the first Certificate year ends December 31, 2012. Similarly, the first Monthly Anniversary is February 1, 2012, and the first Certificate anniversary is January 1, 2013.

As soon as your benefits end, you should consult Metropolitan to find out what rights, if any, you may have to continue your protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.

Our Administrative Office is located at 177 South Commons Drive, Aurora, Illinois 60504.







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

## **RIDER: DEPENDENT TERM INSURANCE**

This Rider is a part of the Certificate to which it is attached if Dependent Term Insurance is referred to on the Certificate Specifications page.

### **I. Dependent Term Insurance**

#### **1. Coverage**

If a Dependent dies while Dependent Term Insurance is in effect for that Dependent, we will pay the amount of Dependent Term Insurance that is in effect for that Dependent on the date of that Dependent's death.

#### **2. Payment of Benefits**

Unless you have designated on your request form a Beneficiary other than yourself to receive these benefits, the benefits will be paid to:

- (a) you, if you survive the Dependent; or
- (b) your estate, if the Dependent dies at the same time your death occurs; or
- (c) your estate, if the Dependent dies within 24 hours of your death.

If you have designated on your request form a Beneficiary other than yourself to receive these benefits, the benefits will be paid to the person or persons you have designated.

You make the choice in Writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with us. You do not need the consent of the Beneficiary to make a change. When we receive a form changing the Beneficiary, the change will take effect as of the date you Signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by us.

If, when the Dependent dies, more than one person is the Dependent's Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

A person's rights as a Beneficiary end if:

- (a) that person dies before the Dependent dies; or
- (b) that person dies at the same time the Dependent dies; or
- (c) that person dies within 24 hours of the Dependent's death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

If there is no Beneficiary at the Dependent's death for any amount of benefits payable because of the Dependent's death, that amount will be paid to the Dependent's estate. However, we may instead pay all or part of that amount to one or more of the following persons who are related to that Dependent and who survive that Dependent:

- (a) you;
- (b) parent;
- (c) child;
- (d) brother and sister.

Any payment will discharge our liability for the amount so paid.

### 3. Optional Types of Payment

Payment of any amount of Dependent Term Insurance may be made in installments instead of one sum. Details on the payment options may be obtained from us.

## II. Definitions

1. "Dependent" means your unmarried, natural child except for:

- (a) a person who is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard;
- (b) a person who is eligible under This Plan as an Employee of the Employer; or
- (c) a child who is 13 days of age and under; or
- (d) a child who:
  - (i) is 19 years of age or older and who is employed on a full-time basis.; or
  - (ii) is 19 years of age or older and who is not a full-time student at an approved school; or
- (e) a child who is 23 years of age or older.

If a Dependent child is insured on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as that child is and remains unable to work in self-sustaining employment because of a physical or mental handicap; and

- (a) that child is and remains chiefly dependent upon you for support; and
- (b) that child is and remains a Dependent, as defined, except for the age limit; and
- (c) you give us Proof, when we ask for it or as soon as reasonably possible, that the child is and remains so unable to work and dependent on you since the age limit. We will not ask for Proof more than once a year. The Proof must be satisfactory to us.

Subject to the same conditions that apply to a natural child, child also includes:

- (a) a child who is supported solely by you and permanently living in the home of which you are the head;
- (b) a child who is legally adopted; and
- (c) a stepchild (including a child of a Domestic Partner) who lives in your home.

No person may be covered as a Dependent of more than one Employee of the Employer or by the Employee and spouse if both are covered under This Plan.

2. "Limiting Age" means the applicable age limit specified in the definition of Dependent.

3. "Normal Activities" means that a person:
  - (a) is not confined in a hospital; or
  - (b) is not confined at home under the care of a physician for a sickness or injury; or
  - (c) is not receiving or entitled to receive any disability income from any source due to sickness or injury.
4. "Hospitalized" means that a person has received:
  - (a) inpatient hospital care; or
  - (b) care in
    - (i) a hospice; or
    - (ii) an intermediate care facility; or
    - (iii) a long term care facility; or
  - (c) chemotherapy; or
  - (d) radiation therapy; or
  - (e) dialysis treatment.
5. "Beneficiary" means the person or persons you name to receive any benefit payable because of the Dependent's death.

### **III. Eligibility**

You are eligible for Dependent Term Insurance on the later of:

- (a) the Effective Date of Certificate; and
- (b) the first day of the month after you first acquire a Dependent.

Such later date is your Eligibility Date.

### **IV. Effective Dates of Dependent Term Insurance**

#### **1. Request Forms**

You must make a Written request for Dependent Term Insurance. The requested forms will be provided by us. You must be actively at work as an Employee of the Employer on the date you make such request.

#### **2. If Timely Request is Made**

A timely request is one that is made on or prior to the date 90 days after your Eligibility Date. If you are not actively at work as an Employee of the Employer on your Eligibility Date, a request will be timely if it is made on or prior to the date 90 days after the date you return to active work as an Employee of the Employer.

If you make a timely request for Dependent Term Insurance, your Dependent Term Insurance will become effective on the latest of:

- (a) your Eligibility Date; and
- (b) the Effective Date of Certificate; and
- (c) the first day of the month after the date of your request;

except that if, on the date you become covered under This Plan for Dependent Term Insurance, a Dependent:

- (1) has been Hospitalized in the last 90 days prior to the date you make a request for Dependent Term Insurance; or
- (2) is then Hospitalized; or

(3) is then not able to perform Normal Activities;  
then evidence of the good health of each such Dependent must be given to us.

### **3. If Late Request is Made**

If a request is not a timely request, it is a late request.

If you make a late request for Dependent Term Insurance, evidence of the good health of each of your Dependents must be given to us.

### **4. Evidence of Good Health**

The evidence of good health is to be given at your expense. Your Dependent Term Insurance will become effective for each Dependent for whom evidence of good health must be given to us on the later of:

- (a) the date the evidence of the good health of such Dependent is accepted by us as satisfactory; and
- (b) the Effective Date of Certificate.

If the evidence of the good health of any person is not accepted by us as satisfactory:

- (a) such person will be deemed not to be a Dependent for the purpose of Dependent Term Insurance; and
- (b) such person will not be covered for Dependent Term Insurance.

### **5. Reinstatement of Benefits**

If your Dependent Term Insurance ends because you do not make a required contribution to its cost, you may make a request to reinstate it. Such a request will be treated as if it were a late request in order to determine the effective date of your Dependent Term Insurance.

### **6. New Dependents**

Dependent Term Insurance with respect to a person who becomes your Dependent while you are covered for Dependent Term Insurance will be effective on the date such person becomes your Dependent.

## **V. Contributions**

While Dependent Term Insurance is in force, contributions will be required to pay the cost of such insurance in accordance with the applicable Planned Contribution. However, such insurance payments will NOT be taken into account when we determine the Net Contribution.

## **VI. Provisions Applicable to a Dependent Child Upon Attainment of the Limiting Age**

The Dependent Term Insurance, on account of a Dependent child who ceases to be a Dependent because of attainment of the Limiting Age, will end on the date the Dependent child ceases to be your Dependent. However, that Dependent child may, prior to the date the child attains the Limiting Age, make Written request to us to remain insured under This Plan.

The insurance the Dependent child may request is Insurance and an Accumulation Fund. The amount of Insurance may be equal to, or not more than five times greater than, the amount of Dependent Term Insurance in effect on that child on the day immediately preceding the date the child attained the Limiting Age.

We will issue a Certificate to the Dependent child setting forth the applicable benefits.

The provisions entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT will not be applicable to a Dependent child who requests to remain insured under This Plan (See Part VIII hereof).

## **VII. When Dependent Term Insurance Ends**

Dependent Term Insurance will end on the earliest of:

1. the date This Plan ends;
2. the date of your death (If you, the Employee, die and your spouse is covered under This Plan, the spouse may elect to provide the Dependent Term Insurance);
3. the day before the Covered Person becomes covered for Paid-up Benefits;
4. the date the full Cash Value of the Death Benefit in effect on the Covered Person's life has been paid;
5. the date a Dependent ceases to be a Dependent as defined;
6. if a payment which is required by us for the cost of the Dependent Term Insurance is not made, the last day of the period for which a payment was made.

## **VIII. Right to Obtain a Personal Policy of Life Insurance on the Life of a Dependent**

### **1. Application**

We will issue a personal policy of life insurance without disability or accidental death benefits to a Dependent if you apply for it in Writing during the Application Period. The Application Period is the 31 day period after the date the Dependent Term Insurance on that Dependent ends because:

- (a) This Plan ends, but only if the Dependent Term Insurance on that Dependent had been in effect under This Plan for at least 5 years; or
- (b) This Plan is changed to end the Dependent Term Insurance, but only if the Dependent Term Insurance on that Dependent had been in effect under This Plan for at least 5 years; or
- (c) the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS; or
- (d) the Covered Person becomes covered for Paid-up Benefits; or
- (e) you are paid the full Cash Value of the Death Benefit in effect on the Covered Person's life; or
- (f) you die.

Proof that the Dependent is insurable is not required by us.

### **2. Conditions**

The personal policy will be issued to the Dependent subject to these conditions:

- (a) It will be on one of the forms then usually issued by us, except Term Insurance; and
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
  - (1) the class of risk to which the Dependent belongs; and
  - (2) the Dependent's age on the effective date of the policy; and
  - (3) the form and amount of the policy; and

(d) if item 1(a) or 1(b) applies to the Dependent, the amount of the policy will not be more than the lesser of:

- (1) the amount of Dependent Term Insurance on that Dependent on the date the Dependent Term Insurance ends, less any amount of life insurance on the life of that Dependent for which you or the Dependent may be eligible under any group policy which takes effect within 31 days after the Dependent Term Insurance on that Dependent ends; and
  - (2) \$10,000; and
- (e) if item 1(c), 1(d), 1(e), or 1(f) applies to the Dependent, the amount of the policy will not be more than the amount of Dependent Term Insurance on that Dependent on the date the Dependent Term Insurance ends.

### **3. If the Dependent Dies During the Application Period**

If the Dependent dies during the Application Period, we will pay a death benefit. The payment of the death benefit will be in the same manner as if the Dependent Term Insurance on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the amount which was in effect on the day prior to the date the person ceases to be a Dependent, unless, pursuant to item 2(d) or 2(e), the person applied for another amount of life insurance for which a personal policy could have been issued, in which case the amount of the death benefit will be the amount of the life insurance applied for.

This death benefit will be paid even if the Dependent did not apply for a personal policy.

## **IX. General Provisions Applicable to Dependent Term Insurance**

### **1. Statements Made by you Which Relate to Insurability**

Any statement made by you on behalf of any of your Dependents will be deemed a representation and not a warranty.

No such statement made by you on behalf of any of your Dependents which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;

unless the conditions listed in items (1) and (2) below have been met.

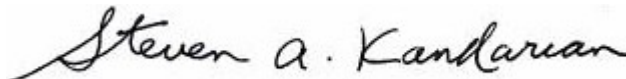
- (1) The statement must be contained in a Written application which has been Signed by you.
- (2) A copy of the application has been furnished to you or to the Beneficiary of the Dependent Term Insurance.

No such statement made by you on behalf of any of your Dependents will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

### **2. Additional Provisions**

The Dependent Term Insurance under This Plan does not at any time provide paid-up insurance, or loan or Cash Value.

**Metropolitan Life Insurance Company,**



Steven A. Kandarian

Chairman, President and Chief Executive Officer.



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

### **RIDER: ACCIDENTAL DEATH BENEFITS**

This Rider is a part of the Certificate to which it is attached if Accidental Death Benefits are referred to on the Certificate Specifications page. The Accidental Death Benefits are subject to all of the terms and conditions as specifically stated in this Rider. In all other respects, Accidental Death Benefits shall be administered as part of the Certificate to which this Rider is attached.

#### **1. Coverage**

If a Covered Person dies in an accident, we will pay Accidental Death Benefits:

- (a) if the accident occurs while the Covered Person is covered for Accidental Death Benefits; and
- (b) if that accident is the sole cause of death; and
- (c) if that death occurs not more than 90 days after the date of that accident; and
- (d) if that death occurs before the Covered Person becomes age 70.

#### **2. Definitions**

- (a) "Covered Person" means the person named on the Certificate Specifications page.
- (b) "Occupational Injury" means an injury which happens in the course of any work performed by the Covered Person for wage or profit.

#### **3. Eligibility**

The Eligibility Date for Accidental Death Benefits is the later of April 1, 1995 and the Effective Date of Certificate.

#### **4. Effective Dates of Accidental Death Benefits**

Accidental Death Benefits will become effective on the Covered Person's Eligibility Date.

#### **5. Exclusions**

We will not pay for loss of life if it in any way results from, or is caused or contributed to by:

- (a) physical or mental illness, diagnosis of or treatment for the illness; or
- (b) an infection, unless it is caused by an external wound that can be seen and which was sustained in an accident; or
- (c) suicide or attempted suicide; or
- (d) injuring oneself on purpose; or
- (e) the voluntary use of any drug or medicine, unless prescribed by a physician; or
- (f) a war, or a warlike action in time of peace; or
- (g) committing or trying to commit a felony or other serious crime or an assault; or
- (h) driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated; or
- (i) an Occupational Injury.

We, at our expense, have the right to have an autopsy made where it is not against the law.

**6. Amount**

The amount of Accidental Death Benefits on account of a Covered Person is the amount specified as such on the Certificate Specifications page.

**7. Payment of Benefits**

The Accidental Death Benefits for loss of life will be paid when we receive notice and satisfactory Proof of that loss. The Accidental Death Benefits for loss of life will be paid to the Beneficiary specified in the Certificate to which this Rider is attached.

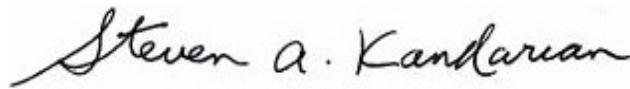
**8. When Accidental Death Benefits End**

- (a) If This Plan ends in whole or in part the benefits which are affected will end.
- (b) These benefits will end on the day before the Covered Person becomes 70 years of age.
- (c) These benefits will end on the day before the Covered Person becomes covered for Paid-up Benefits.
- (d) These benefits will end when the full Cash Value of the Death Benefits on account of the Covered Person has been paid.
- (e) These benefits will end if a payment which is required to the cost of these benefits is not made; they will end on the last day of the period for which a payment is required to be made.

**9. Contributions**

While Accidental Death Benefits are in force, contributions will be required to the cost of these benefits in accordance with the applicable Planned Contribution. However, such contributions will NOT be taken into account when we determine the Net Contributions.

**Metropolitan Life Insurance Company,**



Steven A. Kandarian  
Chairman, President and Chief Executive Officer



**HYATT LEGAL SERVICES INSURANCE**



## MetLife Auto & Home

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

### Legal Services Plan Certificate of Coverage

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

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

**Name and Address of Policyholder:** Trustee of the MetLife Group Insurance Trust

**Group Policy Effective Date:** January 1, 2005

#### Contacting Hyatt Legal Plans

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

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

Mail: **1111 Superior Avenue**

**Cleveland, OH 44114-2507**

### Definitions

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

**Eligible Employee** means each person who is an employee of an employer at the time their group universal life coverage under the Policyholder's group universal life insurance policy began and who remains insured under such policy issued by Metropolitan Life Insurance Company (MetLife).

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

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

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

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

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

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

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

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

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

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

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

## **Requirements for Coverage**

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

## **How Insurance Coverage Ends**

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

## **Assignment**

Covered Legal Services provided under this Certificate are not assignable.

## **Other Important Information**

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties. You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan. If, at any time, You have a question or concern about the service You have received, please call Hyatt to let Us know. Hyatt and Metropolitan will work hard to fix the problem. Nothing contained in this Certificate is intended to interfere with Your freedom of choice in the selection of an attorney or with the attorney-client relationship.

## MetLife Auto & Home

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

### Legal Services Plan Certificate of Coverage

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

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

**Name and Address of Policyholder:** Trustee of the MetLife Group Insurance Trust

**Group Policy Effective Date:** January 1, 2009

#### Contacting Hyatt Legal Plans

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

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

Mail: **1111 Superior Avenue  
Cleveland, OH 44114-2507**

### Definitions

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

**Eligible Employee** means each person who is an employee of an Employer at the time their group universal life coverage under the Policyholder's group universal life insurance policy began and who remains insured under such policy with Metropolitan Life Insurance Company.

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

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

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

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

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

## How the Group Legal Services Plan Works

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

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

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

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

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

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

## Exclusions

The following are not covered:

- Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and Your estate;
- Any disputes with the Policyholder, Employer, Plan Attorneys, MetLife and/or any of its affiliates;
- Any disputes involving statutory benefits;
- Will Contests or litigation outside Probate Court;
- Appeals;
- Court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and
- Frivolous or unethical matters.

## Requirements for Coverage

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

## How Insurance Coverage Ends

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

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

## **Other Important Information**

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





# MetLife Auto & Home

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

## Certificate Rider

**Group Policy No.:** This Certificate Rider is applicable to policies situated in Rhode Island which include certificates issued on Form G.9704, G.9704(2003), G.9704A, and G.9704A(2003)

**Policyholder:** Any Participating Employer of the policy described above

**Effective Date:** August 1, 2014

The certificate is changed as shown below:

The following statement is added to the Certificate Specification Page and applies to residents of all states other than Florida, Illinois and Texas:

1. The DEFINITIONS section of the certificate will be revised to replace the definition of Covered Legal Services as follows:

**Covered Legal Services means the following:**

Estate Resolution Services - Certain probate services to be made available to the Eligible Employee's or the Spouse's estate upon the Eligible Employee's or the Spouse's death, respectively. These services provide representation and payment of legal fees for the executor or administrator of the Eligible Employee's or the Spouse's estate and include all court proceedings needed to transfer probate assets from the Eligible Employee's or the Spouse's estate to the Eligible Employee's or the Spouse's heirs, respectively; the correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings. The service also includes telephone and office consultations with beneficiaries related to probating the covered estate.

2. The following definitions will be added to the DEFINITIONS section of the certificate:

**Spouse** means Your lawful spouse or Qualified Domestic Partner or Civil Union Partner.

**Qualified Domestic Partner or Civil Union Partner** means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit provided by the Policyholder or (b) as required by applicable law.

### METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY

By:

  
President

  
Secretary

Administrative services are provided under this policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the Administrator of the Plan.

**MP&C GLSCR 11-01**

MetLife ® Auto and Home is a brand of Metropolitan Property and Casualty Insurance Company and its Affiliates, Warwick, RI

**THIS IS THE END OF THE HYATT LEGAL SERVICES INSURANCE CERTIFICATES.**