YOUR BENEFIT PLAN

The State Bar Of California

All Full-Time Employees who are employed by a Licensee of The State Bar of California who is under 70 years of age at the time of enrollment and who enrolls on or after February 1, 2025

Voluntary Accidental Death and Dismemberment Insurance

Certificate Date: February 1, 2025

The State Bar Of California
180 Howard St, Ste 410
San Francisco, CA 94105

TO OUR EMPLOYEES OF A LICENSEE:

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 State Bar Of California

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

CERTIFICATE OF INSURANCE

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

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

Policyholder:	The State Bar Of California
Group Policy Number:	262062-1-G
Type of Insurance:	Accidental Death and Dismemberment Insurance
MetLife Toll Free Number(s): For Claim Information	FOR LIFE CLAIMS: 1-800-638-6420

PLEASE AFFIX THE STICKER SHOWING THE EMPLOYEE'S NAME AND EFFECTIVE DATE IN THIS SPACE.

THIS CERTIFICATE ONLY DESCRIBES ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE. THE INSURANCE DESCRIBED DOES NOT PROVIDE BENEFITS FOR LOSS CAUSED BY SICKNESS.

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 LAW OF A STATE OTHER THAN FLORIDA.

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.

NOTICE FOR ALL RESIDENTS

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904

1-800-438-6388

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 DEPARTMENT OF INSURANCE AT:

DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California)
1-213-897-8921 (outside California)

NOTICE FOR ALL RESIDENTS

If Your certificate includes an exclusion for the voluntary intake or use by any means of any drug, medication or sedative, unless it is taken or used as prescribed by a Physician (or a similar exclusion), We will adjudicate your claim as follows:

We will exclude any Covered Loss as a consequence of being under the influence of any intoxicant or controlled substance unless administered on the advice of a Physician.

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

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

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

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

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR 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 ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.

2. If Your AD&D Insurance ends because:

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

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

Continuation of Your AD&D Insurance under the CONTINUATION 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 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.

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SCHEDULE OF BENEFITS

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

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

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

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

Full Amount for Voluntary AD&D

For All Full-Time Employees who are employed by a Licensee of The State Bar of California who is under 70 years of age at the time of enrollment and enroll on or after February 1, 2025…….…	An amount, elected by You, which is a multiple of $25,000
Minimum Voluntary Accidental Death and Dismemberment Full Amount.....	$50,000
Maximum Voluntary Accidental Death and Dismemberment Full Amount……	$750,000

Additional Benefits:

Seat Belt Benefit…….	Yes
Air Bag Use Benefit…….	Yes
Child Care Benefit…….	Yes
Child Education Benefit…….	Yes
Spouse Education Benefit…….	Yes
Hospital Confinement Benefit……..	Yes
Workplace Felonious Assault Benefit……	Yes
Human Immunodeficiency Virus (HIV) Benefit……....	Yes
Rehabilitative Physical Therapy Benefit……..	Yes
Therapeutic Counseling Benefit……	Yes
Parental Care Benefit…….	Yes
Common Carrier Benefit…….……	Yes
Repatriation Expense Benefit……	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

SCHEDULE OF BENEFITS (continued)

Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

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

Covered Losses

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

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

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

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

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

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

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

Paralysis of both arms and both legs…….	100%
Paralysis of both legs……	75%
Paralysis of the arm and leg on either side of the body……..	50%
Paralysis of one arm or leg……..	25%

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

Coma……..	2% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months

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

Third-degree burn(s)…….	A percentage of the Full Amount equal to the percentage of body surface suffering third-degree burns

If You Are Age 80 Or Older

If You are age 80 or older on Your effective date of insurance, the amount of Your Voluntary Accidental Death and Dismemberment Insurance on Your effective date of insurance will be limited to 50% of such amount.

If You are under age 80 on the effective date of Your insurance, the amount of Your Voluntary Accidental Death and Dismemberment Insurance on and after age 80 will be 50% of such insurance in effect on the day before Your 80th birthday.

Note: The above change will take effect on the premium due date after the date You attain the age shown above.

The total amount of coverage for all plans under the Group Policy may not exceed $750,000.

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

Full Amount for Voluntary AD&D

For All Full-Time Employees who are employed by a Licensee of The State Bar of California who is under 70 years of age at the time of enrollment and enroll on or after February 1, 2025:

Spouse and Child(ren)	An amount equal to: (a) 40% for Your Spouse Only; and (b) 10% for each Child; of Your Voluntary Accidental Death and Dismemberment Insurance
Spouse Only	An amount equal to 50% of Your Voluntary Accidental Death and Dismemberment Insurance

For each of Your Children

Child(ren) Only	An amount equal to 15% of Your Voluntary Accidental Death and Dismemberment Insurance for each Child
Minimum Spouse Voluntary Accidental Death and Dismemberment Full Amount.....	$20,000
Minimum Child Voluntary Accidental Death and Dismemberment Full Amount.....	$5,000
Maximum Spouse Voluntary Accidental Death and Dismemberment Full Amount.....	$375,000
Maximum Child Voluntary Accidental Death and Dismemberment Full Amount.....	$112,500

Additional Benefits:

Seat Belt Benefit……..	Yes
Air Bag Use Benefit…….	Yes
Child Care Benefit.....	Yes
Child Education Benefit……..	Yes
Spouse Education Benefit…….	NONE
Hospital Confinement Benefit……	Yes
Workplace Felonious Assault Benefit……...	NONE
Human Immunodeficiency Virus (HIV) Benefit……	NONE
Rehabilitative Physical Therapy Benefit……..	Yes
Therapeutic Counseling Benefit……	Yes
Parental Care Benefit……..	Yes
Common Carrier Benefit…….	Yes
Repatriation Expense Benefit……	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

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

Covered Losses

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

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

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

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

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

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

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

Paralysis of both arms and both legs…….	100%
Paralysis of both legs……	75%
Paralysis of the arm and leg on either side of the body……..	50%
Paralysis of one arm or leg……..	25%

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

Coma……	2% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months.

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

Third-degree burn(s)…….	A percentage of the Full Amount equal to the percentage of body surface suffering third-degree burns.

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

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

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

Child means the following:

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

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

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

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

The term does not include:

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

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

Contributory Insurance includes: Voluntary Accidental Death and Dismemberment Insurance.

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

DEFINITIONS (continued)

Domestic Partner means each of two people, one of whom is an Employee of a Licensee, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or

- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:

  1. 18 years of age or older;
  2. unmarried;
  3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
  4. sharing a primary residence with the other person and have been so for the immediately preceding 6 months; and
  5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

  A Domestic Partner declaration attesting to the relationship between the Employee of a Licensee and the Employee's domestic partner must be completed and Signed by the Employee of a Licensee. The declaration must establish that each person has either a substantial interest in the other engendered by love and affection; or a lawful and substantial economic interest in the continued life, health or bodily safety of each other, as distinguished from an interest which would arise only by, or would be enhanced in value by, the death, disablement or injury of the other person.

Employee of a Licensee means a person who is employed by a Licensee in good standing with The State Bar of California.

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

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

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and

- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

Licensee means a person who is in good standing with The State Bar of California and who is admitted and licensed to practice law, except justices and judges of record during their term of office.

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 the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

DEFINITIONS (continued)

The term does not include:

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

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

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

Proof must be provided at the claimant's expense.

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

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

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

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

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 of a Licensee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Full-Time Employees who are employed by a Licensee of The State Bar of California who is under 70 years of age at the time of enrollment and who enrolls on or after February 1, 2025.

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 February 1, 2025, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after February 1, 2025, You will be eligible for insurance on the date You enter that class.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. You will be notified how much You will be required to contribute.

DATE YOUR INSURANCE TAKES EFFECT

If You complete the enrollment process for Voluntary Accidental Death and Dismemberment Insurance such insurance will take effect on the first day of the calendar month following the date You become eligible, provided You are Actively at Work.

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

Increase in Insurance

An increase in insurance due to a requested increase in insurance will take effect on the first day of the calendar month following the date of Your request.

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

If You make a Written request to decrease Your insurance, that decrease will take effect on the first day of the calendar month following the date of Your Written request.

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 premium due date following the date You cease to be in an eligible class; or
4. the end of the period for which the last premium has been paid for You; or
5. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

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

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Full-Time Employees who are employed by a Licensee of The State Bar of California who is under 70 years of age at the time of enrollment and who enrolls on or after February 1, 2025.

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

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

If You are in an eligible class on February 1, 2025, You will be eligible for Dependent insurance on the later of:

1. February 1, 2025; and
2. the date You obtain a Dependent.

If You enter an eligible class after February 1, 2025, You will be eligible for Dependent insurance on the later of:

1. the date You enter a class eligible for insurance; and
2. the date You obtain a Dependent.

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

ENROLLMENT PROCESS

If You become eligible for Dependent insurance, You may enroll for such insurance by providing Us with the information required for each Dependent to be insured. You will be notified how much You will be required to contribute.

DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Dependent Voluntary Accidental Death and Dismemberment Insurance before the date You become eligible, such insurance will take effect for each enrolled Dependent on the first day of the calendar month following the date You become eligible, provided You are Actively at Work.

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

For Dependents You Obtain After You Become Eligible For Dependent Insurance

If You obtain a Dependent after You become eligible for Dependent Voluntary Accidental Death and Dismemberment insurance, You may enroll the Dependent for such insurance after the date he qualifies as a Dependent as defined in this certificate. The Dependent insurance for the Dependent will take effect:

- on the later of:
  - the date You become eligible for such insurance; and
  - the date You enroll;

provided You are Actively at Work.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

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

If You are not Actively at Work on the date the Dependent Voluntary Accidental Death and Dismemberment Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

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

1. for Dependent Voluntary Accidental Death and Dismemberment Insurance, the date all of Your Accidental Death and Dismemberment Insurance under the Group Policy ends; or
2. the date You die; or
3. the date the Group Policy ends; or
4. the premium due date following the date You cease to be in an eligible class; or
5. the date Insurance for Your Dependents ends under the Group Policy; or
6. the date Insurance for Your Dependents ends for Your class; or
7. the premium due date following the date the person ceases to be a Dependent; or
8. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
9. the end of the period for which the last premium has been paid for the Dependent.

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

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY DISABLED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law. Proof of such disability must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

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

EVIDENCE OF INSURABILITY

No evidence of insurability is required for the insurance described in this certificate.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You or a Dependent sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, will pay the insurance in effect on the date of the injury.

Direct and Sole Cause means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

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

PRESUMPTION OF DEATH

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

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

EXCLUSIONS

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

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;
6. any incident related to:
   - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
   - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
   - parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation;
   - travel in an aircraft or device used:
     - for testing or experimental purposes;
     - by or for any military authority; or
     - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;

8. the voluntary intake or use by any means of:
    - any drug, medication or sedative, unless it is:
        - taken or used as prescribed by a Physician; or
        - an "over the counter" drug, medication or sedative taken as directed;
    - alcohol in combination with any drug, medication, or sedative; or
    - poison, gas, or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion or riot.

Exclusion for Intoxication

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

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

COMMON DISASTER

If You and Your Spouse are injured in the same accident and die within 365 days as a result of injuries in such accident, the Full Amount that we will pay for Your Spouse's loss of life will be increased to equal the Full Amount payable for Your loss of life.

BENEFIT PAYMENT

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

For any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits to You.

If You or a Dependent sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

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

How We Will Pay Benefits

The Beneficiary has the right to choose a lump sum payment by check or for amounts of $5,000 or more, payment via a Total Control Account® that earns interest and provides the Beneficiary with immediate access to the full benefit amount.

If the Beneficiary does not make a choice, when the Certificate states that We will pay benefits in "one sum", "lump sum", or a "single sum," We may pay the full benefit amount:

1. by check in a lump sum payment; or
2. by establishing a Total Control Account®

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

APPLICABILITY OF PROVISIONS

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

ADDITIONAL BENEFIT: SEAT BELT USE

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

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

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

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

Seat Belt means any restraint device that:

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

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

BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be more than $15,000.

BENEFIT PAYMENT

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: AIR BAG USE

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

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;

2. this benefit is in effect on the date of the injury; and

3. We receive Proof that the deceased person:

    - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
    - was riding in a seat protected by an Air Bag;
    - was wearing a Seat Belt which was properly fastened at the time of the accident; and
    - died as a result of injuries sustained in the accident.

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

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

Seat Belt means any restraint device that:

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

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

Air Bag means an inflatable restraint device that:

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

BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be more than $25,000.

BENEFIT PAYMENT

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

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

ADDITIONAL BENEFIT: CHILD CARE

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

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

Child Care Center means a facility that:

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

BENEFIT AMOUNT

For each Child who qualifies for this benefit, We will pay an amount equal to the Child Care Center charges incurred for a period of up to 6 consecutive years, not to exceed:

- an annual maximum of $2,500; and
- an overall maximum of 3% of the Full Amount shown in the SCHEDULE OF BENEFITS.

In the event that both You and Your Spouse die such that each death would cause a payment to be made for a Child under this Additional Benefit, the following rules apply:

- the annual maximum will be 2 times the amount stated above;
- the overall maximum will be equal to the stated percentage applied to the sum of the Full Amounts shown in the SCHEDULE OF BENEFITS for both You and Your Spouse; and
- in no event will the amount paid under all Child Care benefits exceed the amount of Child Care charges incurred.

We will not pay for Child Care Center charges incurred after the date a Child attains age 13.

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

BENEFIT PAYMENT

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: CHILD EDUCATION

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

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

BENEFIT AMOUNT

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

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

In the event that both You and Your Spouse die such that each death would cause a payment to be made for a Child under this Additional Benefit, the following rules apply:

- the academic year maximum will be 2 times the amount stated above;
- the overall maximum will be equal to the stated percentage applied to the sum of the Full Amounts shown in the SCHEDULE OF BENEFITS for both You and Your Spouse; and
- in no event will the amount paid under all Child Education benefits exceed the amount of tuition incurred.

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

BENEFIT PAYMENT

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

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

ADDITIONAL BENEFIT: SPOUSE EDUCATION

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

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

BENEFIT AMOUNT

We will pay an amount equal to the tuition charges incurred for a period of up to 4 consecutive academic years, not to exceed:

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

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

BENEFIT PAYMENT

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

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

ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT

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

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

BENEFIT AMOUNT

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

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

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

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

BENEFIT PAYMENT

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

ADDITIONAL BENEFIT: WORKPLACE FELONIOUS ASSAULT

We will pay this additional benefit if:

1. We pay a benefit for a loss resulting from an accidental injury to You, under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. We receive Proof that the accidental injury was caused by a Felonious Assault committed at the Policyholder's place of business or while You are engaged in the business of the Policyholder, except if You:
   - are working at home; or
   - are commuting to or from Your regular place of employment;
3. the Felonious Assault must be committed by someone other than:
   - You; or
   - an employee of the Policyholder;
   - a member of Your Immediate Family; or
   - an employee of the Policyholder; and
4. this benefit is in effect on the date of the injury.

Felonious Assault means an assault committed during the commission of a felony as defined by the laws of the jurisdiction in which the act was committed.

Immediate Family means:

- Your Spouse; and
- Your and Your Spouse's children, parents, siblings, grandparents and grandchildren.

BENEFIT AMOUNT

We will pay an amount equal to the lesser of:

- 20% of the Full Amount shown in the SCHEDULE OF BENEFITS; or
- $20,000.

BENEFIT PAYMENT

We will pay this benefit in one sum to You, if alive, otherwise to Your Beneficiary.

ADDITIONAL BENEFIT: HUMAN IMMUNODEFICIENCY VIRUS (HIV)

We will pay the benefit described in this section if, while this benefit is in effect, You sustain an accidental injury in the performance of Your occupational duties and We receive Proof that:

- You completed a Workers Compensation injury report and gave it to the Policyholder within 48 hours of the injury;
- You submitted to a blood test(s) for the Human Immunodeficiency Virus (HIV) and AIDS Related Complex (ARC) within 48 hours of the injury, the results of which were negative; and
- You test positive for HIV or ARC within 1 year after the date of the injury.

BENEFIT AMOUNT

We will pay an amount equal to 20% of the Full Amount shown in the SCHEDULE OF BENEFITS.

BENEFIT PAYMENT

We will pay this benefit in one sum to You, if alive, otherwise to Your Beneficiary.

ADDITIONAL BENEFIT: REHABILITATIVE PHYSICAL THERAPY

We will pay this additional benefit if:

1. We pay a benefit for a loss resulting from an accidental injury to You or a Dependent, under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. We receive Proof that rehabilitative physical therapy has been prescribed within 90 days of the Covered Loss by the attending Physician as necessary to treat a physical condition resulting from the Covered Loss; and
3. this benefit is in effect on the date of the injury.

Such rehabilitative physical therapy must be provided within 2 years of the prescription by a Physician or therapist licensed to provide the therapy in the jurisdiction where such services are performed.

BENEFIT AMOUNT

We will pay an amount equal to the least of:

- the actual charges incurred for such Rehabilitative Physical Therapy;
- 2% of the Full Amount shown in the SCHEDULE OF BENEFITS; or
- $5,000.

BENEFIT PAYMENT

We will pay this benefit quarterly when We receive Proof that charges for Rehabilitative Physical Therapy have been paid. Payment will be made to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: THERAPEUTIC COUNSELING

We will pay this additional benefit if:

1. We pay a benefit for a loss resulting from an accidental injury to You or a Dependent, under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. We receive Proof that therapeutic counseling has been prescribed for
   - You;
   - Your Spouse; or
   - Your natural, adopted or stepchildren;

   within 90 days of the Covered Loss by the attending Physician as necessary to treat an emotional or psychological condition resulting from the Covered Loss; and
3. this benefit is in effect on the date of the injury.

Such therapeutic counseling must be provided within 1 year of the prescription by a Physician, therapist or counselor licensed to provide the counseling in the jurisdiction where such services are performed.

BENEFIT AMOUNT

We will pay an amount equal to the least of:

- the actual charges incurred for such Therapeutic Counseling;
- 10% of the Full Amount shown in the SCHEDULE OF BENEFITS; or
- $5,000.

BENEFIT PAYMENT

We will pay this benefit quarterly when We receive Proof that charges for Therapeutic Counseling have been paid. Payment will be made the person who paid such charges.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: PARENTAL CARE

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

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that:
    - the deceased insured is survived by one or more of the following persons:
        - parent;
        - grandparent;
        - parent in-law; or
        - grandparent in-law; and
    - such surviving person(s) is:
        - supported by You or Your Spouse to the extent that such person(s) was claimed as a dependent on Your or Your Spouse's Federal Income Tax return for the calendar year preceding the accident;
        - dependent upon You or Your Spouse for more than 50% of the cost of:
            - residing in a licensed nursing care facility;
            - home health care; or
            - enrollment in a day care program; or
        - living with You or Your Spouse in Your or Your Spouse home.

BENEFIT AMOUNT

We will pay an amount equal to the lesser of:

- 5% of the Full Amount shown in the SCHEDULE OF BENEFITS; or
- $5,000.

on behalf of each such dependent person.

BENEFIT PAYMENT

We will pay this benefit in one sum to the dependent person or their legal representative.

ADDITIONAL BENEFIT: COMMON CARRIER

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

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;

2. this benefit is in effect on the date of the injury; and

3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

BENEFIT AMOUNT

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

BENEFIT PAYMENT

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

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

ADDITIONAL BENEFIT: REPATRIATION EXPENSE

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

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that Your death occurred at least 100 miles from Your principal place of residence.

BENEFIT AMOUNT

We will pay an additional benefit equal to the charges incurred for the preparation and transportation of the deceased's body to the city of the deceased's principal residence; not to exceed 2% of the Full Amount shown in the SCHEDULE OF BENEFITS or $2,500.

BENEFIT PAYMENT

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

FILING A CLAIM

CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When there has been a Covered Loss, notify the recordkeeper by calling 1-800-343-0132. For the purpose of this section, the recordkeeper is the party designated by the Policyholder to maintain certain records needed to administer the insurance provided under this certificate. This notice should be given to the recordkeeper as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The recordkeeper will notify Us and a claim form will be sent to You or the beneficiary or beneficiaries of record.

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

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

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

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

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

You may assign Your Voluntary Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that Your Voluntary Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

We are not responsible for the validity of an assignment.

You may have made an irrevocable assignment under a group policy that the Group Policy replaces. In this case, We will recognize the assignee(s) under such assignment as owners of Your right, title and interest under the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You, the assignee(s) and the Policyholder; and
3. the Written form is delivered to Us for recording.

Beneficiary

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

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

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

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse or Domestic Partner;
- Your child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

GENERAL PROVISIONS (continued)

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

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

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.

THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

MetLife

Delaware American Life Insurance Company
MetLife Health Plans, Inc.
MetLife Legal Plans, Inc.
MetLife Legal Plans of Florida, Inc.
Metropolitan General Insurance Company
Metropolitan Life Insurance Company
Metropolitan Tower Life Insurance Company
SafeGuard Health Plans, Inc.
SafeHealth Life Insurance Company

Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. “Personal information” as used here means anything we know about you personally.

SECTION 1: Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice "you" refers to these individuals.

SECTION 2: Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

SECTION 4: How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don’t control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a “consumer report” about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC (“MIB”). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB’s

file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

SECTION 5: Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

SECTION 6: Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

SECTION 7: HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

SECTION 8: Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION 9: Questions

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P. O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.