# YOUR BENEFIT PLAN

# WA State Health Care Authority SEBB

All Actively at Work school employees of a SEBB Organization anticipated to work no less than 180 hours but less than 630 hours per school year

**Basic Life Insurance** 

Certificate Date: January 1, 2025

Certificate Number 14

WA State Health Care Authority SEBB 626 8th Avenue SE P.O. Box 42720 Olympia, WA 98504

TO SCHOOL EMPLOYEES:

All of us appreciate the protection and security insurance provides.

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

WA State Health Care Authority SEBB



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

### TERM LIFE WITH ACCELERATED BENEFIT CERTIFICATE OF INSURANCE

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

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

Policyholder:	WA State Health Care Authority SEBB
Group Policy Number:	219743-1-G
Type of Insurance:	Term Life Insurance with Accelerated Benefit
MetLife Toll Free Number(s): For Claim Information	FOR LIFE CLAIMS: 1-833-854-9624

### THIS CERTIFICATE ONLY DESCRIBES TERM LIFE INSURANCE.

### NOTICE REGARDING ACCELERATED BENEFIT OPTION (ABO)

This accelerated life benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

If you receive payment of accelerated benefits from a life insurance policy, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, supplemental security income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for you. We cannot give you advice about this. You may wish to obtain advice from a tax professional or an attorney before you decide to receive accelerated benefits from a life insurance policy.

#### IN THE EVENT THERE IS A CONFLICT BETWEEN LANGUAGE APPEARING IN THE GROUP POLICY AND THE CERTIFICATE, THE LANGUAGE IN THE CERTIFICATE WILL CONTROL.

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

**For Idaho Residents: TEN DAY RIGHT TO EXAMINE CERTIFICATE:** You may return the certificate to Us within 10 days from the date You receive it. If You return it within the 10 day period, the certificate will be considered never to have been issued. We will refund any premium paid after We receive Your notice of cancellation.

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

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. GCERT2025-WSHCA-SEBB-WA-LIFE-PT 1

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Jeannette N. Pina Vice President and Secretary

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Michel Khalaf President

### NOTICE FOR RESIDENTS OF TEXAS

#### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### Metropolitan Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

#### Call: Corporate Consumer Relations Department at 1-800-438-6388

#### Toll-free: 1-800-438-6388

Email: Johnstown\_Complaint\_Referrals@metlife.com

Mail: Metropolitan Life Insurance Company 700 Quaker Lane 2nd Floor Warwick, RI 02886

#### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

#### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### Metropolitan Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388

**GCERT-TX-NOTICE 2020** 

#### Teléfono gratuito: 1-800-438-6388

Correo electrónico: Johnstown\_Complaint\_Referrals@metlife.com

Dirección postal: Metropolitan Life Insurance Company 700 Quaker Lane 2nd Floor Warwick, RI 02886

#### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

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### NOTICE FOR RESIDENTS OF WASHINGTON

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

The Life Insurance accelerated benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

# LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

**DISCLOSURE**: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

**DISCLOSURE:** Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

### NOTICE FOR RESIDENTS OF ARKANSAS

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

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department Consumer Services Division 1 Commerce Way, Suite 102 Little Rock, Arkansas 72202

### NOTICE FOR RESIDENTS OF CALIFORNIA

#### **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 RESIDENTS OF CALIFORNIA

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 IDAHO

If You have a question concerning Your coverage or a claim, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting MetLife, You should feel free to contact:

Idaho Department of Insurance Consumer Affairs 700 West State Street, 3<sup>rd</sup> Floor PO Box 83720 Boise, Idaho 83720-0043 1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

### NOTICE FOR RESIDENTS OF ILLINOIS

### **IMPORTANT NOTICE**

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

#### MetLife 200 Park Avenue New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance Public Services Division Springfield, Illinois 62767

### NOTICE FOR RESIDENTS OF INDIANA

### Questions regarding your policy or coverage should be directed to:

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

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

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

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

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

### NOTICE FOR RESIDENTS OF MINNESOTA

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

### NOTICE FOR RESIDENTS OF TEXAS

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

### NOTICE FOR RESIDENTS OF UTAH

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

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

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance

   \$500,000 in death benefits
   \$200,000 in cash surrender or withdrawal values
- Accident and Health Insurance

   \$500,000 for health benefit plans
   \$500,000 in disability income insurance benefits
   \$500,000 in long-term care insurance benefits
   \$500,000 in other types of health insurance benefits
- Annuities

   \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to health benefit plans.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's website at www.ulhiga.org or contact:

Utah Life and Health Insurance Guaranty Assoc. 466 South 500 East, Suite 100 Salt Lake City UT 84102 (801) 320-9955 Utah Insurance Department 4315 S. 2700 W.,Suite 2300 Taylorsville, UT 84129 (801) 957-9200

### NOTICE

This non-insurance benefit does not constitute an insurance funded prearrangement contract, pursuant to RCW 18.39.255.

Employees who become insured for MetLife non-contributory Basic Life Insurance under the Group Policy are eligible to receive discounts of up to 10% off the service provider's standard price for certain funeral services including funeral, cremation and cemetery products and services provided by a third party national network of funeral and funeral planning providers while such insurance remains in effect. Employees who become insured for MetLife non-contributory Basic Life Insurance will also have access to funeral planning resources including funeral planning tools and concierge services provided by the same national network of providers. MetLife has arranged for these services and discounts to be provided to Employees and their spouses for no additional premium.

### 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 will only be insured for the benefits:

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

### How We Will Pay Benefits

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

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

### BENEFIT

### **BENEFIT AMOUNTS AND HIGHLIGHTS**

### Life Insurance For You

### **Basic Life Insurance**

Basic Life Insurance is Portability Eligible Insurance

For Actively at Work School Employees ...... \$35,000

Accelerated Benefit Option ...... Up to 80% of Your Basic Life amount not to exceed \$28,000

#### If You are age 65 or Older

#### Your Continuation Eligible Insurance as described in the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED will be reduced as follows:

On Your 65<sup>th</sup> birthday, the amount of Your Continuation Eligible Insurance will be reduced to \$3,500. On Your 70<sup>th</sup> birthday, the amount of such insurance will be reduced to \$3,000.

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

### Portability Eligible Life Insurance

### **Basic Life Insurance:**

### Portability Eligible Life Insurance For You:

Minimum Portability	Eligible Life Insurance Amount	\$10,000	

Maximum Portability Eligible Life Insurance Amount	The lesser of Your total Life	
	Insurance in effect on the	
	date You elect to Port or	
	\$2,000,000	

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance, the maximum amount of insurance that You may Port is the lesser of:

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

### DEFINITIONS

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

**Actively at Work** or **Active Work** means that You are performing the usual and customary duties of Your job. This must be done at:

- Your Employer's place of business;
- An alternate place approved by Your Employer; or
- A place which the Employer's business requires you to travel.

You will be deemed to be Actively at Work during weekends or Employer approved paid leave of absence, approved leave under the federal Family and Medical Leave Act (FMLA), approved leave under Washington's Paid Family and Medical Leave Program, holidays, business closures, or while on approved leave of absence without pay, or You qualify and elect to continue coverage when You lose Your eligibility for the employer contribution toward SEBB benefits during certain types of leave.

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

Certificateholder means a school employee who is insured under the Group Policy.

**Child** means Your natural or adopted child or stepchild (including the child of a State-Registered Domestic Partner).

**Employer-Paid Insurance** means insurance for which the Policyholder does not require You to pay any part of the premium. You may pay the premium for Basic Life Insurance while on an approved Leave of Absence.

Employer-Paid Insurance includes: Basic Life Insurance.

**Employer** means a Washington State School District or Educational Service District, or a charter school established under Chapter 28A.710 of the Revised Code of Washington that is required to participate in benefit plans provided by the School Employee's Benefits Board (SEBB).

#### 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 they perform the service and must act within the scope of that license. They must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse or State-Registered Domestic Partner; or
- any member of Your immediate family including Your and/or Your Spouse or State-Registered Domestic Partner's:
  - parents;
  - Child(ren);
  - siblings;
  - grandparents; or
  - grandchildren.

### **DEFINITIONS** (continued)

Policyholder means WA State Health Care Authority SEBB.

**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.

**School Employees Benefits Board (SEBB) Organization** means a public school district or educational service district or charter school established under Washington State statute that is required to participate in benefit plans provided by the School Employees Benefits Board (SEBB).

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

Spouse means Your legal spouse.

**State-Registered Domestic Partner** means two adults who meet the requirements for a valid state-registered domestic partnership, and enter into a state-registered domestic partnership, in the State of Washington; or a legal union, other than marriage, of two persons that was validly formed in a jurisdiction other than the State of Washington and that is substantially equivalent to a domestic partnership in the State of Washington.

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

### ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

### ELIGIBLE FOR SEBB BENEFITS

All Actively at Work school employees of a SEBB Organization anticipated to work less than 180 hours but less than 630 hours per school year.

#### 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 eligible for SEBB benefits on January 1, 2025, You will be eligible for the insurance described in this certificate on that date.

If You become eligible for SEBB benefits after January 1, 2025, You will be eligible for the insurance described in this certificate on the date You become eligible for SEBB benefits.

#### **Previous Employment With The Employer**

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

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

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

#### **ENROLLMENT PROCESS**

You are automatically enrolled for Employer-Paid Insurance if You become eligible for SEBB benefits.

#### DATE YOUR INSURANCE TAKES EFFECT

#### Requirements for Employer-Paid Insurance: Basic Life Insurance

Employer-Paid Insurance will take effect the first day of the month following the date You become eligible. If Your first day of work is on or after September 1 but not later than the first day of school for the current school year established by the SEBB Organization, Employer-Paid Insurance will take effect on the first day of work. If You establish eligibility in the month of August, Employer-Paid Insurance will take effect on September 1 only if You are also determined to be eligible for the school year that begins on September 1.

Employer-Paid Insurance for a school employee who regains eligibility, including following a period of leave will take effect the first day of the month following Your return to work if the SEBB Organization anticipates You are eligible. When a school employee who is called to active duty in the uniformed services under Uniformed Services Employment and Reemployment Rights Act (USERRA) loses eligibility for the employer contribution toward SEBB benefits, they regain eligibility for the employer-contribution toward SEBB benefits they day they return from active duty. Employer-Paid insurance will take effect the first day of the month in which You return from active duty.

You must be Actively at Work on that date.

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

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

### DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

- 1. the date the Group Policy ends; or
- 2. the last day of the calendar month insurance ends for Your class; or
- 3. the last day of the calendar month in which You die; or
- 4. the last day of the calendar month for which the last premium has been paid for You; or
- 5. the last day of the calendar month in which You cease to be eligible for SEBB benefits. Note in accordance with the Policyholder's Washington Administrative Code and policies, if Your Employer deducts contributions for Your insurance after You are no longer eligible for coverage, Your insurance ends on the last day of the month for which the contributions were deducted; or
- the last day of the calendar month in which Your employment ends; Your insurance will end if You cease to be Actively at Work, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
- 7. the last day of the calendar month in which You retire in accordance with Your applicable retirement plan.

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

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

### CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

### FOR FAMILY AND MEDICAL LEAVE

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

#### AT YOUR OPTION: PORTABILITY

#### For Life Insurance

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

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

#### When Porting is an Option

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

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

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

If a request is made under this subsection, We will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under this Policy.

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

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

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

#### **Request Period**

If written notice of the option to Port is given within 15 days before or after the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 60 days after the date.

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

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

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

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

#### Amount of the New Certificate

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

#### Your Increase in Amount

#### For Portability Eligible Life Insurance

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

#### You Decrease in Amount

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

#### Premiums for the New Certificate

All premium payments for ported insurance must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

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

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

Any amount of Life Insurance not Ported under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

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

### If You Die Within 60 Days of the Date Portability Eligible Life Insurance Ends

If You die within 60 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

#### If You are Totally Disabled on the Date Your Employment Ends

If You are Totally Disabled on the date Your employment ends and You elect to Port as provided in this subsection, You may at a later date become approved for the continuation of insurance under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. If You are so approved, all Ported insurance continued under this Portability subsection will end, including Life Insurance.

#### AT YOUR OPTION: CONTINUATION OF YOUR LIFE INSURANCE DURING A LABOR DISPUTE

You may elect to continue Life Insurance for You if You cease to be Actively at Work as the result of a strike, lockout or other labor dispute. Life Insurance for You may be continued for up to 6 months if You make the required premium payments for such insurance.

If continued under this subsection, Life Insurance for You will end if:

- a premium payment is required and You fail to pay premiums for such insurance; or
- You cease to be eligible to continue insurance under this subsection and You do not immediately resume Active Work in a class that is eligible for such insurance.

If Life Insurance for You ends, You may have the right to convert to a policy of individual life insurance. We urge You to read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

### AT THE EMPLOYER'S OPTION

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

- 1. if You cease Active Work due to injury or sickness, for a period in accordance with the Employer's general practice;
- 2. if You cease Active Work due to strike, for a period in accordance with the Employer's general practice for a school employee in Your job class;
- 3. if You cease Active Work due to layoff, for a period in accordance with the Employer's general practice;
- 4. if You cease Active Work due to military leave, for a period in accordance with the Employer's general practice for a school employee in Your job class;
- 5. if You cease Active Work due to any Employer approved leave of absence, for a period in accordance with the Employer's general practice for a school employee in Your job class.

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

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

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

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

### EVIDENCE OF INSURABILITY

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

### LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

### **PAYMENT OPTIONS**

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

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

For purposes of this section, the term "ABO Eligible Life Insurance" refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

If You become Terminally III, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

**Terminally III** or **Terminal IIIness** means that due to injury or sickness, You are expected to die within 24 months.

#### **Requirements For Payment of an Accelerated Benefit**

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally III.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

#### **Proof of Your Terminal Illness**

We will require the following Proof of Your Terminal Illness:

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

In determining whether You are Terminally III, the certification provided by Your Physician and the opinion of the Physician We chose to examine You may not agree. If this happens, You are not required to accept the opinion of the Physician We chose to examine You.

We will try to resolve the issue of whether You are Terminally III promptly and amicably. If We cannot, You may ask to have the issue mediated by, or submitted to binding arbitration with, a disinterested third party who has no ongoing relationship with either party. Chapter 7.04 RCW, or its successor will govern any binding arbitration. As part of any final decision, the arbitrator or mediator will determine who will pay the cost of the arbitration or mediation or may divide the costs equally or otherwise.

You or Your legal representative should contact Us to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

#### **Accelerated Benefit Amount**

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

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

### LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)

**Scheduled Reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 24 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

**Scheduled End of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to end due to Your age within 24 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

**Previous Conversion of an ABO Eligible Life Insurance Benefit.** We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

#### Effect of Payment of an Accelerated Benefit

**On premium for Your Insurance.** After We pay the accelerated benefit, any future premium will be waived for Basic Life Insurance and Your Basic Accidental Death and Dismemberment Insurance.

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

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

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

#### Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

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

# LIFE INSURANCE: CONVERSION OPTION FOR YOU

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

# When You Will Have the Option to Convert

You will have the option to convert when Your life insurance ends because:

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

# **Application Period**

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within 60 days after the date Your Life Insurance ends.

# **Option Conditions**

The option to convert is subject to the following:

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

# Maximum Amount of the New Policy

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

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

# LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

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

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

# ADDITIONAL PROVISIONS IF YOU DIE OR BECOME DISABLED UNDER CERTAIN CONDITIONS

# If You Die Within 60 Days of the Date Portability Eligible Life Insurance Ends

If You die within 60 days after Your life insurance ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

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

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

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

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

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

# ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED

If You become Totally Disabled while You are insured for Continuation Eligible Insurance under this policy, You may qualify to continue certain insurance under this section. If continued, premium payment will not be required. We will determine if You qualify for this continuation after We receive Proof that You have satisfied the conditions of this section.

Total Disability must start before You attain age 60 and while You are insured for Continuation Eligible Insurance.

Your Total Disability must continue without interruption from the date You became Totally Disabled through the end of the Continuation Waiting Period.

# DEFINITIONS

For the purpose of this section, "Continuation Eligible Insurance" means Basic Life Insurance

to the extent that such insurance was in effect for You on the date Your Total Disability began.

Continuation Eligible Insurance does not include:

 Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU.

**Continuation Waiting Period** means the period which starts on the date You become Totally Disabled and ends 6 consecutive months later.

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

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

# TOTAL DISABILITY AND PROOF REQUIREMENTS

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

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

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

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

# IF YOU DIE DURING CONTINUATION

If You die during the continuation, Proof of the death must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date We informed You that the continuation was approved until the date of the death.

When We receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the insurance continued under this section.

# ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED (continued)

# EFFECT OF PREVIOUS CONVERSION

If You converted any portion of Your Continuation Eligible Life Insurance to an individual policy, We will only pay the life insurance under this section if the individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

# EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE

If You ported any portion of Your Continuation Eligible Insurance to a certificate under another policy, We will only pay insurance under this section if the other policy's certificate is surrendered to Us. If it is returned to Us, We will refund to Your estate the premiums paid under such policy without interest.

If that certificate is not returned to Us, We will pay any insurance which applies under the other policy's certificate.

We will not pay insurance under both this Group Policy and the other policy.

# DATE CONTINUATION ENDS

The Continuation Eligible Insurance continued under this section may be continued in a reduced amount on account of Your age or the payment of accelerated benefits and will end at the earliest of:

- 1. the date You die;
- 2. the date Your Total Disability ends;
- 3. the date You do not give Us Proof of Total Disability, as required; or
- 4. the date You refuse to be examined by Our Physician, as required.

# **Option To Convert Your Continuation Eligible Life Insurance**

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the conversion option described in those sections if before the end of the Application Period for conversion You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to convert any of Your Continuation Eligible Life Insurance which You have already converted to an individual policy.

# **Option To Port Your Continuation Eligible Insurance**

When a continuation under this section ends, You may elect to port to a different policy the insurance which has been continued under this section. The details of this option are described in the At Your Option: Portability subsection of the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT section. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the portability option described in that section if before the end of the Portability Request Period, You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to port any of Your Continuation Eligible Insurance which You have already converted to an individual policy.

# **FILING A CLAIM**

# **CLAIMS FOR LIFE INSURANCE BENEFITS**

When there has been the death of an insured person, notify Us by calling 1-833-854-9624. This notice should be given to Us as soon as is reasonably possible after the death. The claim form will be sent to the beneficiaries of record.

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

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

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

# **GENERAL PROVISIONS**

# Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. 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 Life 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.

# 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 Us using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Us within 30 days of the date You Sign such request. Any Beneficiary designations You made prior to January 1, 2020 will not be considered by MetLife at the time of payment.

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 State-Registered Domestic Partner;
- Your biological child(ren), legally adopted child(ren), and stepchildren, including children of Your State-Registered Domestic Partner;
- Your natural or adopted 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.

# **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.

# **GENERAL PROVISIONS (continued)**

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

#### **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 to the amount of premium that would have been charged, or benefit that would have been provided, in the absence of the misstatement.

#### 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.

THE PRECEDING PAGE IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION. If you disagree with a decision about your eligibility or enrollment for life insurance, visit www.hca.wa.gov/sebb-appeals for guidance on filing an appeal. If you disagree with any other decision concerning life insurance, contact MetLife at 1-833-854-9624.



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
  - g 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
- process claims and other transactions
   confirm or correct your information

help us run our business

- perform business research
- market new products to you
- comply with applicable laws

# **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 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 <u>www.MetLife.com</u>. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at <u>HIPAAprivacyAmericasUS@metlife.com</u>, 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.