



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

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 Employer and may be changed or ended without Your consent or notice to You.

This certificate describes insurance provided by a certificate previously issued to You by MetLife and replaces such previous certificate.

Employer: Employers Resource Management Company

Group Policy Number: TS 05138821-G

Type of Insurance: Supplemental Term Life Insurance

MetLife Toll Free Number(s):
For General Information 1-800-275-4638

THIS CERTIFICATE ONLY DESCRIBES LIFE INSURANCE.

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

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

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

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-275-4638

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

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

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

Email: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-275-4638

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

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

Email: ConsumerProtection@tdi.texas.gov

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

UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

NOTICE FOR RESIDENTS OF TEXAS

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The laws of the state of Texas mandate that the terms “Terminally Ill” and “Terminal Illness” when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU and the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENTS provisions mean that due to injury or sickness, You or Your Dependent is expected to die within 24 months of the date You request payment of an Accelerated Benefit.

NOTICE FOR RESIDENTS OF ALL STATES

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 TEXAS

The Definition of Child In The Definitions Section Of This Certificate Is Modified For The Coverage Listed Below:

For Texas Residents (Life Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

NOTICE FOR RESIDENTS OF ARKANSAS

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

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

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

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

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

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

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

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

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

NOTICE FOR RESIDENTS OF IDAHO

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

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

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 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
1-800-275-4638**

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/doi*

NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF OR DEPENDENT SUPPLEMENTAL LIFE INSURANCE WITH PREMIUM PAYMENT

If Your Life Insurance ends due to termination of Your employment for any reason other than gross misconduct, You may continue such insurance for You and for Your Dependents.

If You are eligible for continuation of Life insurance, Your employer will notify You of:

- Your right to elect to continue Life Insurance for You and for Your Dependents;
- the amount You must pay each month to Your employer to keep such insurance in force;
- instructions for payment; and
- the time that payments are due.

The amount of the premium You will be required to pay for continuation of Life Insurance will not exceed 102 percent of the amount of premium required to be paid for active employees in Your class for such insurance (this includes any premium amounts paid by the employer as well as the employee).

You will have 60 days within which to elect to continue Life Insurance under this section. The 60 day period begins to run on the date Life Insurance would otherwise end or on the date upon which notice of the right to continue Life Insurance is received, whichever is later. If You or a Dependent die during the 60 day election period, we will consider You to have elected to continue Life Insurance under this section.

If Your employer fails to notify You of Your right to continue insurance under this section, or fails to forward a required premium to Us that You have paid, causing insurance for You or Your Dependents to end, then Your employer will become liable for these benefits to the same extent as, and in place of, us.

If You continue Life Insurance under this section, any reductions in Life Insurance that would have applied if You were Actively at Work apply to the continued insurance.

Continuation of Life Insurance under this section will end on the earliest of:

- the date the group policy ends for all employees or for the class of employees to which you belonged when Your Active Work ceased;
- the date you fail to make a required premium payment when due; or
- the date you become covered for life insurance under this or any other group term life insurance plan; or
- with respect to Your Spouse, the date Your marriage ends in divorce or annulment;
- with respect to a Child, the date the Child no longer qualifies as a Child for purposes of Life Insurance;
- with respect to You or Your Spouse, the date You or Your Spouse reach any applicable age limits; or
- the end of 18 months following the date Your Active Work ended.

When a continuation under this section ends, You and Your Dependents 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 and LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of that section, the end of this continuation will be considered the end of your employment.

Effect of Previous Conversion

If You or a Dependent converted Life Insurance to an individual policy, We will only pay Life Insurance under this section if such individual policy is returned to Us. If it is returned to Us, We will refund to Your or Your Dependent's estate the premiums paid for such policy without interest, less any debt incurred under such policy.

**NOTICE FOR RESIDENTS OF MINNESOTA
CONTINUATION OF OR DEPENDENT SUPPLEMENTAL LIFE INSURANCE WITH
PREMIUM PAYMENT**

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.

NOTICE FOR RESIDENTS OF MISSOURI

GENERAL PROVISIONS

If you reside in Missouri the suicide provision is as follows:

Suicide

If You commit suicide

- within 2 years from the date Life Insurance for You takes effect; and
- when You enrolled for such insurance You intended to commit suicide;

We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide

- within 2 years from the date an increase in Your Life Insurance takes effect; and
- when You enrolled for such increase You intended to commit suicide;

We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

If a Dependent commits suicide

- within 2 years from the date Life Insurance for such Dependent takes effect; and
- when the Dependent was enrolled for such insurance the Dependent intended to commit suicide;

We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Policyholder will be returned to the Policyholder.

If a Dependent commits suicide

- within 2 years from the date an increase in Life Insurance for such Dependent takes effect; and
- when the Dependent was enrolled for such increase the Dependent intended to commit suicide;

We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

NOTICE FOR RESIDENTS OF TEXAS

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

NOTICE FOR RESIDENTS OF UTAH

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

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

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

The basic protections provided by the Association are:

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

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

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

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

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

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

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

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

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

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

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

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

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

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1-877-310-6560 - toll-free
1-804-371-9032 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

Or:

The Virginia Department of Health (The Center for Quality Health Care Services and Consumer Protection)
3600 West Broad St
Suite 216
Richmond, VA 23230
1-800-955-1819

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

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

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

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

NOTICE FOR RESIDENTS OF 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, NY 10166-0188
1-800-638-5433

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

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

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SCHEDULE OF BENEFITS

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

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

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

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one 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.

Life Insurance For You

Supplemental Life Insurance (if elected by You)

For All Active Full-Time Employees.....	An amount, elected by You, which is a multiple of \$5,000.
Maximum Supplemental Life Benefit.....	The lesser of 6 times Your Basic Annual Earnings or \$250,000.
Non-Medical Issue Amount.....	\$100,000
Accelerated Benefit Option.....	Up to 80% of Your Supplemental Life amount not to exceed \$500,000.

ESTATE RESOLUTION SERVICES

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

THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

SCHEDULE OF BENEFITS

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage a will preparation service (the “Service”) will be made available to You, through a MetLife affiliate (the “Affiliate”), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney’s services directly. Upon Proof of such payment, You will be reimbursed for the attorney’s services in an amount equal to the lesser of the amount You paid for the attorney’s services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the “Benefit”) will be made available to Your estate in the event of Your death or to Your Spouse’s estate in the event of Your Spouse’s death. Such benefit will be made available through a MetLife affiliate (“Affiliate”).

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

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the “Service”) will be made available to You through a MetLife affiliate (the “Affiliate”), as agreed to by the Policyholder and the Affiliate, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney’s services directly. Upon Proof of such payment, You will be reimbursed for the attorney’s services in an amount equal to the lesser of the amount You paid for the attorney’s services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the “Benefit”) will be made available to Your estate in the event of Your death or to Your Spouse’s estate in the event of Your Spouse’s death. Such benefit will be made available through a MetLife affiliate (“Affiliate”).

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the

SCHEDULE OF BENEFITS

completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

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

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

Life Insurance For Your Dependents

Supplemental Life Insurance (if elected by You)

For All Active Full-Time Employees who elect:

For Your Spouse.....	Multiples of \$5,000, up to a Maximum Benefit of \$125,000 or 75% of the Employee's combined Basic and Supplemental Life Insurance amount, whichever is less.
Non-Medical Issue Amount.....	\$25,000
Accelerated Benefit Option.....	Up to 80% of Your Dependent Life amount not to exceed \$500,000

For All Active Full-Time Employees who elect:

For Your Child from age 15 days but less than 6 months	\$100
For Your Child 6 months and over	
Option 1.....	\$1,000
Option 2.....	\$2,000
Option 3.....	\$4,000
Option 4.....	\$5,000
Option 5.....	\$10,000
Non-Medical Issue Amount.....	\$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 all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

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

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

Basic Annual Earnings means Your gross annual rate of pay as determined by Your Employer, excluding overtime and other extra pay.

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

Child means the following: (for residents of Texas, the Child Definition is modified as explained in the Notice pages of this certificate – please consult the Notice)

For Life Insurance, Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild who, in each case, is:

- at least 15 days old, under age 19, unmarried and supported by You; or
- under age 23 and who is:
 - unmarried;
 - supported by You;
 - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located; and
 - not employed on a full-time basis.

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

Contributory Insurance includes: Supplemental Life Insurance and Supplemental Dependent Life Insurance.

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

Full-Time means Active Work on the Employer's regular work schedule for the class of employees to which You belong. The work schedule must be at least 20 hours a week. Full-Time does not include temporary or seasonal employees.

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.

DEFINITIONS

Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
- a hospice facility; or
- an intermediate care facility; or
- a long term care facility; or
- receipt of the following treatment, wherever performed:
- chemotherapy; or
- radiation therapy; or
- dialysis.

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

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where 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.

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.

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

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

Spouse means Your lawful Spouse.

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.

We, Us and Our mean MetLife.

DEFINITIONS

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

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

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Active Full-Time Employees

DATE YOU ARE ELIGIBLE FOR INSURANCE

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

All Active Full-Time Employees

Supplemental Life Insurance

You will be eligible for insurance on the later of:

1. January 01, 2016; and
2. the day after the date You complete any Waiting Period required by Your worksite location.

However, if You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired within 31 days of termination of employment, You will be eligible for insurance on the first day of the month following Your rehire date, if the enrollment requirements are met. All previous accumulated annual and lifetime maximums will apply. If You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired more than 31 days after termination of employment, You will be treated as a new hire and required to satisfy all eligibility and enrollment requirements. All previous accumulated annual and lifetime maximums will apply.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If you enroll for Contributory Insurance, You must also give the Employer written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date; or
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

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

Rules for Contributory Insurance

If You request Contributory Insurance **before** the date You become eligible for such insurance, such insurance will take effect as follows:

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

If You request Contributory Insurance within 31 days of the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance 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 on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.
- If You request Contributory Insurance more than 31 days after the date You become eligible for such insurance, You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

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

See the DEFINITIONS section of this certificate for a complete list of Contributory Insurance benefits.

For Supplemental Life Insurance

When You become eligible under the plan, You may choose an option for Supplemental Life Insurance.

Each year You can choose the amount and types of benefits for Supplemental Life Insurance subject to the following rules.

You will be able to enroll by completing the required form in Writing. You must also give the Employer written permission to deduct the contribution from Your pay. The Employer will notify You of the amount You will be required to contribute.

Enrollment During Annual Enrollment Periods For Supplemental Life Insurance Only

If You choose an option which does **not require** You to give evidence of Your insurability, the insurance will take effect on the first day of the calendar year following the annual enrollment period, provided You are Actively at Work on that day.

If You choose an option which **requires** You to give evidence of Your insurability under the section entitled EVIDENCE OF INSURABILITY and We determine that You are insurable, the insurance will take effect on the date We state in Writing, which will be on or after the first day of the calendar year following the annual enrollment period, provided You are Actively at Work on that date.

- if We do not approve Your evidence of insurability, or You do not submit evidence of insurability, the insurance will not take effect.
- if You are required to give evidence of insurability under the section entitled EVIDENCE OF INSURABILITY for a portion of the insurance:
 - the portion of the insurance that is not subject to evidence of insurability will take effect on the first day of the calendar year following the annual enrollment period, provided You are Actively at Work on that day.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

- if We approve Your evidence of insurability, the portion of the insurance that is subject to evidence of insurability will take effect on the date We state in Writing, which will be on or after the first day of the calendar year following the annual enrollment period, provided You are Actively at Work on that day. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the portion of the insurance that is subject to evidence of insurability will not take effect.

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

Increase in Insurance

An increase in insurance due to a change in class of employee, an increase in Your earnings, or a requested increase in insurance will take effect as follows:

- if You are required to give evidence of insurability for the entire increase and We approve Your evidence of insurability, the increase will take effect on the date We state in Writing. If We do not approve Your evidence of insurability, or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are required to give evidence of insurability for a portion of the increase:
 - the portion of the increase that is not subject to evidence of insurability will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings.
 - if We approve Your evidence of insurability, the portion of the increase that is subject to evidence of insurability will take effect on the date We state in Writing. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are not required to give evidence of insurability, the increase will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings.

You must be Actively at Work on that date. If You are not Actively at Work on the date the increase would otherwise take effect, the increase will take effect on the day You resume Active Work. For Contributory Insurance to take effect, in addition to having been Actively at Work on the date the insurance is to take effect, You must also have been Actively at Work for at least 20 hours during the 7 calendar days preceding that date.

Decrease in Insurance

A decrease in insurance due to a change in class of employee or a decrease in Your earnings will take effect on the first day of the month coincident with or next following the date of change.

If You make a Written application to decrease Your insurance, that decrease will take effect as of the date of Your application.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You; or
4. for Supplemental Life Insurance, 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

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

5. for Supplemental Life Insurance, the last day of the calendar month in which You retire in accordance with the Employer's retirement plan.

Please refer to the section entitled LIFE INSURANCE: ELIGIBILITY FOR CONTINUATION IF LIFE INSURANCE ENDS WHILE YOU ARE TOTALLY DISABLED for information concerning continuation of Your Life 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.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

All Active Full-Time Employees

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.

All Active Full-Time Employees

Supplemental Life Insurance for Your Dependents

You will be eligible for insurance on the later of:

1. January 01, 2016; and
2. the day after the date You complete any Waiting Period required by Your worksite location.

However, if You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired within 31 days of termination of employment, You will be eligible for Dependent insurance on the first day of the month following Your rehire date, if the enrollment requirements are met. All previous accumulated annual and lifetime maximums will apply. If You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired more than 31 days after termination of employment, You will be treated as a new hire and required to satisfy all eligibility and enrollment requirements. All previous accumulated annual and lifetime maximums will apply.

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

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for Dependent Insurance. This period begins on the later of:

- the date You enter an eligible class; and
- the date You obtain a Dependent.

This period ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS

In order to enroll for Supplemental Life Insurance for Your Dependents, You must either (a) already be enrolled for Supplemental Life Insurance for You or (b) enroll at the same time for Supplemental Life Insurance for You.

If You are eligible for Dependent insurance, You may enroll for such insurance by completing the required form for each Dependent to be insured. In addition, each of Your Dependents must give evidence of his insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for a Contributory Insurance, You must also give the Employer Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

DATE INSURANCE FOR YOUR DEPENDENTS TAKES EFFECT

Rules for Noncontributory Dependent Insurance

For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Noncontributory Dependent Insurance, the insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of his insurability, the insurance for each enrolled Dependent will take effect on the date You become eligible for such insurance, if You are Actively at Work on that day and the Dependent satisfies the Additional Requirement stated below.
- if the Dependent is **required** to give evidence of his insurability and We determine that the Dependent is insurable, the insurance will take effect on the date We state in Writing, if You are Actively at Work on that day and the dependent satisfies the Additional Requirement stated below.

If You are not Actively at Work on the date the Noncontributory Dependent Insurance benefit would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

Rules for Contributory Dependent Insurance

For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Contributory Dependent Insurance **before** the date You become eligible for such insurance, such insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is not required to give evidence of his insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.
- if the Dependent is **required** to give evidence of insurability and We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You complete the enrollment process for Contributory Dependent Insurance, within 31 days of the date You become eligible for such insurance, such insurance will take effect for each enrolled Dependent as follows:

- If the Dependent is **not required** to give evidence of his insurability, such insurance will take effect on the later of:
 - the date You become eligible for such insurance; and
 - the date You enroll if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.
- if the Dependent is required to give evidence of his insurability and We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date the Dependent satisfies the Additional Requirement stated below.

If You complete the enrollment process for Contributory Dependent Life Insurance more than 31 days after the date You become eligible for such insurance, each Dependent must give evidence of his insurability satisfactory to us. You must give such evidence at Your expense. If We determine that the Dependent is insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below.

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

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

For Dependents You Obtain After You Become Eligible For Dependent Insurance

If You obtain a Dependent after You become eligible for Dependent insurance, You may enroll the Dependent for such insurance within 31 days after the date he qualifies as a Dependent as defined in this certificate. The Dependent must give evidence of his insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. The Dependent insurance for the Dependent will take effect as follows:

- if Dependents were not required to give evidence of insurability, the benefit for those Dependents 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 on that day and the Additional Requirement stated below is satisfied.
- if Dependents were required to give evidence of insurability and We determine that all Dependents are insurable, the insurance will take effect on the date We state in Writing, provided You are Actively at Work on that day and the Additional Requirement stated below is satisfied.

If You complete the enrollment process for any Dependent more than 31 days after the date he qualifies as a Dependent, the Dependent must give evidence of his insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect on the date We state in Writing, if the Dependent satisfies the Additional Requirement stated below.

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

If You are not Actively at Work on the date the Noncontributory Dependent Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

If You choose an option during Annual Enrollment Periods, the insurance will take effect for Your Dependents as follows:

- if Dependents are **not required** to give evidence of insurability, the insurance for those Dependents will take effect on the first day of the calendar year following the annual enrollment period, provided You are Actively at Work on that day and the Additional Requirement stated below is satisfied.
- if Dependents are **required** to give evidence of insurability under the section entitled EVIDENCE OF INSURABILITY:
 - the portion of the insurance that is not subject to evidence of insurability will take effect on the first day of the calendar year following the annual enrollment period, provided You are Actively at Work on that day.
 - if We approve the evidence of insurability, the portion of the insurance that is subject to evidence of insurability will take effect on the date We state in Writing, which will be on or after the first day of the calendar year following the annual enrollment period, provided You are Actively at Work on that day. If We do not approve the evidence of insurability or You do not submit evidence of insurability, the portion of the insurance for Your Dependents that is subject to evidence of insurability will not take effect.

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 provided the Additional Requirement stated below is satisfied.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

Additional Requirement

On the date a Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care;
- receiving or applying to receive disability insurance from any source; or
- Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date he is no longer:

- confined;
- receiving or applying to receive disability insurance from any source; or
- Hospitalized.

Increase in Insurance for Your Dependents

An increase in insurance for Your Dependents due to a change in Your employee class, an increase in Your earnings, or a requested increase in insurance for Your Dependents will take effect as follows:

- if Your Dependents are required to give evidence of insurability for the entire increase and We approve the evidence of insurability, the increase will take effect on the date We state in Writing. If We do not approve the evidence of insurability, or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect.
- if Your Dependents are required to give evidence of insurability for a portion of the increase in insurance:
 - the portion of the increase in insurance that is not subject to evidence of insurability will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings.
 - if We approve the evidence of insurability, the portion of the increase in insurance that is subject to evidence of insurability will take effect on the date We state in Writing. If We do not approve the evidence of insurability or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect.
- If Your Dependents are not required to give evidence of insurability, the increase will take effect on the first day of the month coincident with or next following the date of Your request or the date of the increase in Your earnings.

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

Decrease in Insurance for Your Dependents

A decrease in insurance for Your Dependents due to a change in Your employee class or a decrease in Your earnings will take effect on the first day of the month coincident with or next following the date of change.

If You make a Written application to decrease insurance for Your Dependents, that decrease will take effect as of the date of Your application.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

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

1. for Dependent Life Insurance, the date all Your Life Insurance under the Group Policy ends;
2. the date You die;
3. the date the Group Policy ends;

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

4. the date insurance for Your Dependents ends under the Group Policy;
5. the date insurance for Your Dependents ends for Your class;
6. the date the person ceases to be a Dependent;
7. for Utah residents, the last day of the calendar month the person ceases to be a Dependent;
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 WITH PREMIUM PAYMENT;
9. the last day of the calendar month in which You retire in accordance with the Employer's retirement plan;
or
10. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

Please refer to the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT for information concerning Continuation For Family and Medical Leave.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if that child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap 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 handicap; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

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

AT YOUR OPTION: PORTABILITY

For Life Insurance

For purposes of this subsection the term "Portability Eligible Insurance" refers to Your Supplemental Life Insurance.

You may request in Writing during the Request Period specified below to continue Portability Eligible Insurance under another group policy if such insurance ends because:

- Your employment ends; or
- You cease to be in a class that is eligible for such insurance.

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 the Group Policy. A request under this subsection may be made, if on the date of the request, the following requirements are met:

- the Group Policy is in effect;
- We have not received notice from the Employer of its intent to end the Group Policy;
- no application has been made to convert the insurance that is to be continued 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 portability.

Request Period

To continue Portability Eligible Insurance under a different group policy, We must receive a completed request form within the Request Period described below.

If written notice of the option to continue Portability Eligible Insurance 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 31 days after such date.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

If written notice of the option to continue Portability Eligible Insurance is given more than 15 days after but within 90 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 continue Portability Eligible Insurance is not given within 90 days of the date such insurance ends, the Request Period begins on the date the insurance ends and expires at the end of such 90 day period.

Amount of the New Certificate

The maximum amount of Supplemental Life Portability Eligible Insurance that may be continued is the lesser of:

- the total amount of all such insurance in effect immediately prior to the date it ends; and
- \$1,000,000.

The minimum amount of Portability Eligible Insurance that may be continued is \$20,000.

Premiums for the New Certificate.

When a request to continue Portability Eligible Insurance is made under this subsection, the first premium must be paid during the Request Period. All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

Right to Convert Life Insurance Amounts Not Continued

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

If You Die Within 31 Days of the Date Portability Eligible Insurance Ends

If You die within 31 days of the date Portability Eligible Insurance ends and an application for a new certificate is not received by Us during such period, We will determine whether to pay insurance in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. If an application for a new certificate was received by Us during such period, We will only pay benefits for the Portability Eligible Insurance applied for in accordance with this subsection.

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 continue Portability Eligible Insurance as provided in this subsection, You may at a later date become approved for continuation of insurance under the section entitled LIFE INSURANCE: ELIGIBILITY FOR CONTINUATION IF LIFE INSURANCE ENDS WHILE YOU ARE TOTALLY DISABLED. If You are so approved, all insurance continued under this subsection or any new certificate provided under this subsection will end and We will return any premium paid by You for such insurance.

AT THE EMPLOYER'S OPTION

The Employer has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below. If Your insurance is continued, insurance for Your Dependents may also be continued. You will be notified by the Employer how much You will be required to contribute.

Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or Sickness, up to 9 months;

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CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

2. for the period You cease Active Work in an eligible class due to part-time work, layoff or strike, up to 2 months;
3. for the period You cease Active Work in an eligible class due to any other Employer approved leave of absence, up to 2 months.
4. for the period You cease Active Work in an eligible class due to any Employer approved leave of absence because of a call-up to active military service, up to 24 months.

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.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

Option to Convert

In addition to the Continuation of Insurance options described above, 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 or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. In order to become covered for an amount of Supplemental Life Insurance greater than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of Your insurability, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to the Non-Medical Issue Amount.

2. If You make a request during an annual enrollment period to increase the amount of Your Supplemental Life Insurance to an option which is more than \$10,000 above Your current amount of Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance may still increase under the following conditions;

- if Your current level of Supplemental Life Insurance is **below** the Non-Medical Issue Amount and the option up to \$10,000 higher is also **below** the Non-Medical Issue Amount, Your Supplemental Life Insurance will be increased to the option up to \$10,000 higher than Your current level.
- if Your current level of Supplemental Life Insurance is **below** the Non-Medical Issue Amount and the option up to \$10,000 higher is **above** the Non-Medical Issue Amount, Your Supplemental Life Insurance will be increased to the Non-Medical Issue Amount.

If Your current level of Supplemental Life Insurance is **above** the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Supplemental Life Insurance will not be increased.

The Non-Medical Issue Amount is shown in the SCHEDULE OF BENEFITS.

3. If You make a request during an annual enrollment period to increase the amount of Your Supplemental Life Insurance to an option which is up to \$10,000 above Your current amount of Supplemental Life Insurance and the requested amount is more than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If Your current amount is at or below the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to the Non-Medical Issue Amount.

4. If You make a request to increase the amount of Your Supplemental Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will not be increased.

5. When You make a late request for Supplemental Life Insurance. A late request is one made more than 31 days after You become eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

6. For Supplemental Life Insurance, if You were Hospitalized within 90 days preceding the date You enroll.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

EVIDENCE OF INSURABILITY

7. In the case of transferred business, if You did not elect coverage under the prior plan for which You were eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Supplemental Life Insurance.

8. In order to become covered for an amount of Life Insurance for Your Dependent Spouse greater than the Non-Medical Issue Amount for Your Dependent Spouse as shown in the SCHEDULE OF BENEFITS.

If You do not give Us evidence of the insurability of Your Dependent Spouse, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependent Spouse will be limited to the Non-Medical Issue Amount for Your Dependent Spouse.

9. If You make a request during an annual enrollment period to increase the amount of Life Insurance for Your Dependents to an option which is more than one level above Your Dependent's current amount of Life Insurance.

If You do not give Us evidence of insurability for Your Dependent or the evidence of insurability for Your Dependent is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependents may still increase under the following conditions;

- If the current level of Life Insurance for Your Dependents is **below** the Non-Medical Issue Amount and the option one level higher is also **below** the Non-Medical Issue Amount, Life Insurance for Your Dependents will be increased to the option one level above Your Dependent's current level; or
- If the current level of Life Insurance for Your Dependents is **below** the Non-Medical Issue Amount and the option one level higher is **above** the Non-Medical Issue Amount, Life Insurance for Your Dependents will be increased to the Non-Medical Issue Amount.

If the current level is **above** the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the insurance will not be increased.

The Non-Medical Issue Amount is shown in the SCHEDULE OF BENEFITS.

10. If You make a request during an annual enrollment period to increase the amount of Life Insurance for Your Dependents to an option one level above Your Dependent's current amount of Life Insurance and the requested amount is more than the Non-Medical Issue Amount as shown in the SCHEDULE OF BENEFITS.

If the current amount of Life Insurance for Your Dependents is at or below the Non-Medical Issue Amount and You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount will be limited to the Non-Medical Issue Amount.

11. In order for You to increase the amount of Life Insurance for Your Dependents.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependents will not be increased.

12. If You make a late request for Life Insurance for Your Dependents. A late request is one made more than 31 days after Your Dependent becomes eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

EVIDENCE OF INSURABILITY

13. If Your Dependent was Hospitalized within 90 days preceding the date You enroll Your Dependent for Life Insurance.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

14. In the case of transferred business, if You did not elect coverage under the prior plan for which Your Dependents were eligible.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependents will not be covered for Life Insurance.

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

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: FOR YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's 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 amount in effect on the date of the Dependent's 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 Ill, 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 Ill or **Terminal Illness** means that due to injury or sickness, You are expected to die within 12 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 \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

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 Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Employer 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.

Scheduled reduction of an ABO Eligible Life Insurance Benefit. If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 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 ABO Eligible Life Insurance Benefit. If an ABO Eligible Life Insurance benefit is scheduled to end within 12 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.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) 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 Life Insurance. After We pay the accelerated benefit, any premium You are required to pay will be based upon the amount of Your Life Insurance remaining after the accelerated benefit is paid.

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.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

- the date 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: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENT SPOUSE

If Your Spouse becomes Terminally Ill, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse before their death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse is in effect.

Terminally Ill or **Terminal Illness** means that due to injury or sickness, Your Spouse is expected to die within 12 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 Life Insurance for the Terminally Ill Spouse equals or exceeds \$20,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for Your Spouse once.

Proof of Your Spouse's Terminal Illness

We will require the following Proof of Your Spouse's Terminal Illness:

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

You or Your legal representative should contact the Employer 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 the amount of Life Insurance in effect for a Terminally Ill Spouse, subject to the following:

Maximum accelerated benefit amount. The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

Scheduled reduction of Life Insurance for a Terminally Ill Spouse. If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to reduce within the 6 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of Life Insurance that will be in effect for Your Spouse immediately after the reduction(s) scheduled for such period.

Scheduled end of Life Insurance for a Terminally Ill Spouse. If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to end within 6 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENT SPOUSE

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 Life Insurance. Any premium You are required to pay for Life Insurance for Your Spouse for whom We paid an accelerated benefit will be based upon the amount of Life Insurance for Your Spouse remaining after payment of the accelerated benefit.

On Payment of Life Insurance at a Spouse's death. The amount of Life Insurance that We will pay at death of Your Spouse for whom We paid an accelerated benefit will be decreased by:

- the amount of the accelerated benefit paid by Us for Your Spouse.

On Life Insurance at conversion. The amount to which Your Spouse for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by:

- the amount of the accelerated benefit paid by Us for Your Spouse.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option for Your Spouse will end on the earliest of:

- the date Life Insurance for Your Spouse ends;
- the date Your rights in Life Insurance for Your Spouse are assigned; or
- the date You or Your legal representative have accelerated all Dependent 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; or
 - Your employment ends; or
 - the Group Policy ends provided You have been insured for Life Insurance for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for an eligible class of which You are a member, provided You have been insured for Life Insurance for at least 5 years.

A reduction in the amount of Your Life Insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

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 the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Life Insurance ends, the Application Period begins on the date that such Life Insurance ends and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your Life Insurance ends, the Application Period begins on the date such Life Insurance ends and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Life Insurance ends.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - Your Written application for the new policy; and
 - the premium due for such new policy;
2. The premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - Your class of risk; and
 - Your attained age when Your Life Insurance ends;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32nd day after the date Your Life Insurance ends; this will be the case regardless of the duration of the Application Period.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end 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 the 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 the Group Policy; or
- \$2,000

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 that ends under the Group Policy.

If You Die Within 31 Days After Your Life Insurance Ends

If You die within 31 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 of Life Insurance You were entitled to convert.

Effect of Previous Conversion

If You obtained a new policy through this conversion option and Your Life Insurance is later continued under the section entitled LIFE INSURANCE: ELIGIBILITY FOR CONTINUATION IF LIFE INSURANCE ENDS WHILE YOU ARE TOTALLY DISABLED. We will only pay Your Life Insurance under such section if the new policy is returned to Us. If the new policy is returned to us, We will refund to Your estate the premium paid for such policy without interest, less any debt incurred under such policy. If the new policy is not returned to Us, We will only pay the life insurance in effect under such new policy.

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

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

If Life Insurance for a Dependent ends for any of the reasons stated below, You or the dependent will have the option to buy from Us an individual policy of life insurance ("new policy") 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 the Dependent's insurability will not be required.

When You or a Dependent Will Have the Option to Convert

You will have the option to convert Life Insurance for a Dependent when:

- Life Insurance for the Dependent ends because:
 - You cease to be in an eligible class ; or
 - Your employment ends ; or
 - the Group Policy ends provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for Dependents for an eligible class of which You are a member, provided You have been insured for Life Insurance for the Dependent for at least 5 years.

A reduction in the amount of Life Insurance for a Dependent as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

A Dependent will have the option to convert when Life Insurance ends because such Dependent ceases to qualify as a Dependent as defined in this certificate.

You must notify the Employer in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

Application Period

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within the Application Period described below.

If Written notice of the option to convert is given within 15 days before or after the date Life Insurance for the Dependent ends, the Application Period begins on the date that such Life Insurance ends and expires 31 days after such date.

If Written notice of the option to convert is given more than 15 days after the date Life Insurance for the Dependent ends, the Application Period begins on the date such Life Insurance ends and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Life Insurance for the Dependent ends.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - a Written application for the new policy for the Dependent; and
 - the premium due for such new policy;
2. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - the Dependent's class of risk; and
 - the Dependent's attained age when Life Insurance for such Dependent ends;

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32nd day after the date Life Insurance for the Dependent ends; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Life Insurance for a Dependent ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends under the Group Policy less the amount of life insurance for dependents for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$2,000

If Life Insurance for a Dependent ends for any other reason, the maximum amount of insurance that may be elected for the new policy is the amount of Life Insurance for the Dependent that ends under the Group Policy.

If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends

If a Dependent dies within 31 days after the date Life Insurance for the Dependent ends, Proof of the Dependent's 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 of Life Insurance for the Dependent that could have been converted.

LIFE INSURANCE: ELIGIBILITY FOR CONTINUATION IF LIFE INSURANCE ENDS WHILE YOU ARE TOTALLY DISABLED

For All Active Full-Time Employees:

If Your Life Insurance ends while You are Totally Disabled, You may at a later date become eligible to continue certain Life Insurance under this section during the period You are Totally Disabled. Premium payment will not be required. We will determine Your eligibility for this continuation after We receive Proof that You have satisfied the conditions and requirements of this section.

For the purpose of this section, the Life Insurance that You may become eligible to continue (“Continuation Eligible Life Insurance”) refers to Your:

- Supplemental Life Insurance;

to the extent that such insurance was in effect for You on the date Your Continuation Eligible Life Insurance ended.

Continuation Eligible Life Insurance does not include Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU.

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

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

You will become eligible for this continuation if Your Total Disability continues without interruption from the date You become Totally Disabled through the end of the Continuation Waiting Period.

Continuation Waiting Period means the period which begins on the date You become Totally Disabled and which expires 9 consecutive months after such date.

Please refer to the Important Notice that appears at the end of this section for information on insurance during the Continuation Waiting Period.

If You were disabled when Your insurance ended, You should contact Us as soon as reasonably possible to advise Us that You were disabled on the date such insurance ended. After the Continuation Waiting Period expires, You must send Us Proof that You were Totally Disabled when Your Continuation Eligible Life Insurance ended and that such Total Disability has continued without interruption through the expiration of the Continuation Waiting Period. You must do this within 3 months following the expiration of the Continuation Waiting Period.

As part of such Proof, We may choose a Physician to examine You to verify that You are eligible for this continuation. If We do so, We will pay for such exam. After We receive and review Your Proof, We will determine if You are approved for this continuation. We will send You Written notice advising whether You are approved.

To verify that You continue to be Totally Disabled without interruption after Our initial approval, We may periodically request that You send Us Proof that You continue to be Totally Disabled. We will not ask for such Proof more than once each year.

LIFE INSURANCE: ELIGIBILITY FOR CONTINUATION IF LIFE INSURANCE ENDS WHILE YOU ARE TOTALLY DISABLED

DATE CONTINUATION ENDS

The Continuation Eligible Life Insurance continued under this section may be reduced on account of Your age or as otherwise described in this certificate 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 Totally Disability, as required;
4. the date You refuse to be examined by Our Physician, as required; or
5. the date You attain age 65.

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 such section 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; or
- You have already converted all of Your Continuation Eligible Life Insurance under such section.

IF YOU DIE DURING CONTINUATION

If You die while Your Continuation Eligible Life Insurance is being continued under this section, Proof of Your death must be sent to Us within one year of Your death. Proof includes supporting documentation that Total Disability continued with no interruption from the date Your Life Insurance ended until the date of Your death.

When We receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the Continuation Eligible Life Insurance continued under this section.

Effect of Previous Conversion

If You converted Your Continuation Eligible Life Insurance to an individual policy, We will only pay the Continuation Eligible Life Insurance under this section if such 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 You do not return such individual policy 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.

IMPORTANT NOTICE

On the date Your insurance ends, We will not know whether You will be able to satisfy the Total Disability and Proof Requirements specified above. For this reason, We urge You to consider taking the following steps:

Step 1. When Your Continuation Eligible Life Insurance ends, ask the Employer if such insurance will be continued with premium payment. If the answer is yes, ask if such continuation will be for at least 12 months. If the answer is yes, file a claim for continuation of insurance under this section at the end of the Continuation Waiting Period.

LIFE INSURANCE: ELIGIBILITY FOR CONTINUATION IF LIFE INSURANCE ENDS WHILE YOU ARE TOTALLY DISABLED

If the Employer will not continue Your Continuation Eligible Life Insurance as described in Step 1, proceed to Step 2.

Step 2. Read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU. You have the option to convert Your Continuation Eligible Life Insurance to an individual policy of insurance with premium payment.

If the Employer will not continue Your Continuation Eligible Life Insurance as described in Step 1 and You do not convert to an individual policy as described in Step 2:

- You will not be insured should You die during the Continuation Waiting Period; and
- You may not be eligible to convert Your Continuation Eligible Life Insurance at the end of the Continuation Waiting Period if We do not approve You for the continuation under this section.

FILING A CLAIM

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

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

CLAIMS FOR LIFE INSURANCE BENEFITS

When a claimant files a claim for Life Insurance benefits, Proof should be sent to Us as soon as is reasonably possible after the death of an insured.

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 Employer acknowledges that the Life Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

Viatical assignments may only be made after Your Life Insurance has been in effect under this certificate for 2 years. However, you may make a viatical assignment before the end of the 2 year period if you are Terminally Ill.

Terminally Ill means that You are expected to die within 6 months. As Proof of Your Terminal Illness You or Your legal representative must send Us a signed Physician's certification that You are Terminally Ill. We may also request an exam by a Physician of Our choice, at Our expense.

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 Employer using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Employer 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:

1. Your Spouse;
2. Your child(ren);
3. Your parent(s); or
4. Your siblings(s)

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary, if alive. If You are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

1. Your Spouse;
2. Your child(ren);
3. Your parent(s); or
4. Your sibling(s)

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of Your Life Insurance or, We may pay Your estate.

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.

GENERAL PROVISIONS (CONTINUED)

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Suicide (See notice page for residents of Missouri)

For Supplemental Life

If You commit suicide within 2 years from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Employer will be returned to the Employer.

If You commit suicide 2 years from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Employer for the increase will be returned to the Employer.

For Dependent Life

If a Dependent commits suicide within 2 years from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited as follows:

- any premium paid by You will be returned to the Beneficiary.
- any premium paid by the Employer will be returned to the Employer.

If a Dependent commits suicide within 2 years from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary. Any premium paid by the Employer for the increase will be returned to the Employer.

Entire Contract

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

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Employer'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 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 or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

GENERAL PROVISIONS (CONTINUED)

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

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.

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

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

ERISA INFORMATION

NAME OF THE PLAN

Employers Resource Management Company Welfare Benefit Plan ("Plan")

NAME AND ADDRESS OF EMPLOYER

Employers Resource Management Company
1301 South Vista Avenue
Suite 200
Boise, ID 83705
(208) 376-3000

EMPLOYER IDENTIFICATION NUMBER: 541340867

COVERAGE

Supplemental Life Insurance

PLAN NAME

Employers Resource
Management Company Welfare
Benefit Plan

TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

PLAN ADMINISTRATOR NAME, BUSINESS ADDRESS AND PHONE NUMBER

Employers Resource Management Company
1301 South Vista Avenue
Suite 200
Boise, ID 83705
(208) 376-3000

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan Administrator at the above address. For disputes arising under those portions of the Plan insured by MetLife, service of legal process may be made upon MetLife at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

ELIGIBILITY FOR PARTICIPATION; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

PLAN TERMINATION OR CHANGES

Written notice of termination must be given to the Employer at least 31 days prior to the date such insurance will be terminated.

Premiums are due and payable on the first day of each month for which insurance coverage is to be provided. If a payment is not received within 31 days after the due date, coverage will terminate as follows:

- a. with respect to coverages other than Life Insurance and Accidental Death or Dismemberment Insurance - on the earlier of the 31st day following the due date and the date requested in writing by the Employer, provided such request is made before such 31st day; and
- b. with respect to Life Insurance and Accidental Death or Dismemberment Insurance -- on the later of the 31st day following the due date and the date MetLife's written notice of termination is received by the Employer.

The Employer is liable to MetLife for payment of the pro-rata premium which accrues while any coverage remains in force.

The group policy sets forth those situations in which the Employer and/or MetLife have the right to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the benefits described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your coverage ends in accord with the Date Your Insurance Ends provision of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

CONTRIBUTIONS

There are benefits insured under the group insurance coverages or the group insurance policy or policies which are combined for experience. This means that the costs of these coverages are determined on a combined basis, and the costs are accumulated from year to year. As a result, favorable experience under one or more coverages in a particular year may offset unfavorable experience on other coverages in the same year, or offset unfavorable experience of coverage in prior years.

The Supplemental life insurance benefits are not combined for experience with the other insurance coverages.

Favorable experience under this insurance coverage for one or more years may be held in reserve and used to offset unfavorable experience in other years for the Supplemental life insurance benefit only. If experience is favorable or unfavorable for sustained periods, upon the advice of our actuaries, employee contributions may be reduced or increased. In some years, the Plan Administrator may make a contribution to the Plan to offset unfavorable experience, but is not obligated to do so.

You must make a contribution to the cost of Supplemental Life Insurance and Supplemental Dependent Life Insurance.

The total premium rate for insurance provided under the Plan by MetLife is set by MetLife.

Qualified Domestic Relations Orders/Qualified Medical Child Support Orders

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

CLAIMS INFORMATION

Procedures for Presenting Claims for Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from the Employer who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Life and Accidental Death and Dismemberment Benefits Claims

Claim Submission

In submitting claims for life and accidental death and dismemberment benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Claims Involving Disability Determinations in connection with Life and Accidental Death and Dismemberment Insurance

Claim Submission

For any claim which requires a determination of disability in connection with life insurance or accidental death and dismemberment insurance, the claimant must complete the appropriate claim form and submit the required proof as described in the certificate. For example, if your Plan provides that you are not required to continue paying for your life insurance coverage after you are found to be disabled, or if your plan provides that a portion of your life insurance benefits are payable to you after you are found to be disabled, your request for such determination is treated as a claim involving a disability determination.

Claim forms must be submitted in accordance with the instructions on the claim form.

Please note that for some plans such claims involving disability determination are decided by employers. If that is the case for your plan, your employer rather than MetLife may administer the procedure below.

Initial Determination

After MetLife receives your claim involving a disability determination, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date we received your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45-day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

As a participant in The Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the policyholder's benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

FUTURE OF THE PLAN

It is hoped that This Plan will be continued indefinitely, but Employers Resource Management Company reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

Supplementary ERISA Information For Legal Services

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services – Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

Coverage

Legal Services – Will Preparation Benefit and Estate Resolution Benefit

Type of Administration

Legal Services – Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.

Agent for Service of Legal Process

For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc, service of legal process may be made upon Hyatt Legal Plans, Inc.

Eligibility For Will Preparation Benefit and Estate Resolution Benefit - Description or Summary of Benefits

Your MetLife Group Supplemental Life Insurance certificate describes the eligibility requirements for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit under the Plan. It also includes a summary description of the benefit. For more detailed information, you may contact the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Plan Termination or Changes

The Will Preparation Benefit and Estate Resolution Benefit is being provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. and may be terminated at any time.

Contributions

No contribution is required for Legal Services – Will Preparation Benefit and Estate Resolution Benefit.

Claims Information

Claims information for Legal Services – Will Preparation Benefit and Estate Resolution Benefit may be obtained by contacting the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.



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.

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, or group insurance or annuity contract. In this notice, "you" refers to these individuals.

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.

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, car, and home insurers. They also include a bank, a legal plans company, and securities broker-dealers. In the future, we may also have affiliates in other businesses.

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.

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
- perform business research
- confirm or correct your information
- market new products to you
- help us run our business
- comply with applicable laws

Sharing Your Information With Others

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

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. Select “Privacy Policy” at the bottom of the home page. 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.

Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably retrievable and within our control. 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.

Questions/More Information

We want you to understand how we protect your privacy. If you have any questions about this notice, please contact us. 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 these MetLife companies:

Metropolitan Life Insurance Company
MetLife Insurance Company USA
SafeGuard Health Plans, Inc.

MetLife Health Plans, Inc.
General American Life Insurance Company
SafeHealth Life Insurance Company

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

CERTIFICATE RIDER

Group Policy No.: TS 05138821-G

Employer: Employers Resource Management Company

Effective Date: January 01, 2016

The certificate is changed as follows:

The attached replaces the "**ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**" in your certificate.

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

CR2000

Basic Life and Accidental Death and Dismemberment
Insurance

All Active Full-Time Employees
RV 10/28/2015

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All Active Full-Time Employees

DATE YOU ARE ELIGIBLE FOR INSURANCE

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

All Active Full-Time Employees

Basic Life Insurance

You will be eligible for insurance on the later of:

1. January 01, 2016; and
2. the day after the date You complete any Waiting Period required by Your worksite location.

However, if You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired within 31 days of termination of employment, You will be eligible for insurance on the first day of the month following Your rehire date, if the enrollment requirements are met. All previous accumulated annual and lifetime maximums will apply. If You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired more than 31 days after termination of employment, You will be treated as a new hire and required to satisfy all eligibility and enrollment requirements. All previous accumulated annual and lifetime maximums will apply.

Basic Accidental Death and Dismemberment Insurance

You will be eligible for insurance on the later of:

1. January 01, 2016; and
2. the day after the date You complete any Waiting Period required by Your worksite location.

However, if You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired within 31 days of termination of employment, You will be eligible for insurance on the first day of the month following Your rehire date, if the enrollment requirements are met. All previous accumulated annual and lifetime maximums will apply. If You were previously employed by the Employer, Your employment terminated for any reason, and You are rehired more than 31 days after termination of employment, You will be treated as a new hire and required to satisfy all eligibility and enrollment requirements. All previous accumulated annual and lifetime maximums will apply.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If you enroll for Contributory Insurance, You must also give the Employer written permission to deduct premiums from Your pay for such insurance. You will be notified by the Employer how much You will be required to contribute.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date; or
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Basic Life Insurance takes effect.

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

Rules for Contributory Insurance

If You request Contributory Insurance **before** the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Basic Life Insurance takes effect.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Basic Life Insurance takes effect.

If You request Contributory Insurance within 31 days of the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance 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 on that date. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Basic Life Insurance takes effect.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Basic Life Insurance takes effect.
- If You request Contributory Insurance more than 31 days after the date You become eligible for such insurance, You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Basic Life Insurance takes effect.

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.

See the DEFINITIONS section of this certificate for a complete list of Contributory Insurance benefits.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You; or
4. for Basic Life Insurance, 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
5. for Basic Life Insurance, the last day of the calendar month in which You retire in accordance with the Employer's retirement plan.
6. for Basic Accidental Death and Dismemberment Insurance, 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
7. for Basic Accidental Death and Dismemberment Insurance, the last day of the calendar month in which You retire in accordance with the Employer's retirement plan.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166-0188

CERTIFICATE RIDER

Group Policy No.: TS 05138821-G

Employer: Employers Resource Management Company

Effective Date: January 01, 2016

The certificate is changed as follows:

1. Under the "**ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**" section the following provisions are changed as follows:

a. Under the "**DATE YOU ARE ELIGIBLE FOR INSURANCE**" provision, the following is added:

If You enter an eligible class after January 01, 2016, You were previously covered under the Employer's insurance plan, and you are rehired within 31 days, You will be eligible for insurance on the first day of the month following Your rehire date. All previous accumulated annual and lifetime maximums will apply.

b. The "**DATE YOUR INSURANCE ENDS**" provision is changed as follows:

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You; or
4. for Optional Life Insurance, the date 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
5. for Optional Life Insurance, the date You retire in accordance with the Employer's retirement plan.

2. Under the "**ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS**" section the following provisions are changed as follows:

a. Under the "**DATE YOU ARE ELIGIBLE FOR INSURANCE**" provision, the following is added:

If You enter an eligible class after January 01, 2016, You were previously covered under the Employer's insurance plan, and you are rehired within 31 days, You will be eligible for insurance on the first day of the month following Your rehire date. All previous accumulated annual and lifetime maximums will apply.

b. The "**DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS**" provision is changed as follows:

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

1. for Dependent Life Insurance, the date all Your Life Insurance under the Group Policy ends;

CR2000

Supplemental Life Insurance
All Active Full-Time Employees
RV 10/01/2015

2. the date You die;
3. the date the Group Policy ends;
4. the date insurance for Your Dependents ends under the Group Policy;
5. the date insurance for Your Dependents ends for Your class;
6. for a Spouse, the date he attains age 70;
7. the date the person ceases to be a Dependent;
8. for Utah residents, the last day of the calendar month the person ceases to be a Dependent;
9. the date 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 WITH PREMIUM PAYMENT;
10. the date You retire in accordance with the Employer's retirement plan; or
11. the end of the period for which the last premium has been paid for the Dependent.

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