MetLife®

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 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.

Employer:	The Miller Group
Group Policy Number:	KM 05915111-G
Type of Insurance:	Basic Term Life & Accidental Death and Dismemberment Insurance
MetLife Toll Free Number(s):	
For General Information	1-800-275-4638

THIS CERTIFICATE ONLY DESCRIBES LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

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.

For Texas Residents:

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.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

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.

Para Residentes de Texas:

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 Departmento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

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

Web: http://www.tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

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 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 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/idoi

NOTICE FOR RESIDENTS OF MASSACHUSETTS

CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

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

2. If Your AD&D Insurance ends because:

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

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

Continuation of Your AD&D Insurance under the CONTINUATION WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

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

NOTICE FOR RESIDENTS OF MISSOURI

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

EXCLUSIONS

If you reside in Missouri the exclusion for “suicide or attempted suicide” is as follows:

“suicide or attempted suicide while sane”

If you reside in Missouri the exclusion for “intentionally self-inflicted injury” is as follows:

“intentionally self-inflicted injury while sane, or while insane if it is not attempted suicide”

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 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.

CIVIL UNION NOTICE FOR RESIDENTS OF VERMONT

The following applies to all ERISA governed groups:

Vermont law provides that the following definitions apply to your certificate:

- Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a Civil Union established according to Vermont law.

- Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union established according to Vermont law.

- Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a Civil Union established according to Vermont law.

- "Dependent" includes a spouse, a party to a Civil Union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.

- "Child" includes a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.

- “Civil Union” means a civil union established pursuant to Act 91 of the 2000 Vermont Legislative Session, entitled “Act Relating to Civil Unions”.

All references in this notice to Civil Unions are limited to Civil Unions in which the parties are residents of Vermont.

If dependent insurance for a spouse and/or child is not provided under your certificate, such insurance is not added by virtue of this notice.

For purposes of dependent insurance, any person who meets the definition of “dependent” as set forth in this notice is required to meet all other applicable requirements in order to qualify for such insurance.

This notice does not limit any definitions or terms included in your certificate. It broadens definitions and terms only to the extent required by Vermont law.

DISCLOSURE:

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to life and health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, a federal law, the Employee Retirement Income Security Act of 1974 known as “ERISA”, controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer’s enrollment of a party to a Civil Union in an ERISA employee benefit plan. However, governmental employers (not federal government) are required to provide life and health benefits to the dependents of a party to a Civil Union if the public employer provides such benefits to dependents of married persons. Federal law also controls group health insurance continuation rights under “COBRA” for employers with 20 or more employees as well as the Internal Revenue Code treatment of insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under this notice and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine your rights under this notice and the certificate to which it is attached.

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 will only be insured for the benefits:

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

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

Basic Life Insurance

Basic Life Insurance for You is Portability Eligible Insurance

For All Active Full-Time Employees.....	An amount equal to 1.5 times Your Basic Annual Earnings, rounded to the next higher $1,000.
Minimum Basic Life Benefit…….……..	$10,000
Maximum Life Benefit……..	$100,000
Non-Medical Issue Amount……..……..	$100,000
Accelerated Benefit Option.....	Up to 80% of Your Basic Life amount not to exceed $500,000.

If You Are Age 65 Or Older

If You are over age 65 but under age 70 on Your effective date of insurance, the amount of Your Basic Life Insurance will be limited to 65% of such amount. On and after Your 70th birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the effective date of Your insurance. If You are age 70 or older on the effective date of Your insurance, the amounts of Your Basic Life Insurance on Your effective date of insurance will be limited to 50% of such amount.

If You are under age 65 on the effective date of Your insurance, the amounts of Your Basic Life Insurance on and after age 65 will be 65% of such insurance in effect on the day before Your 65th birthday. On and after Your 70th birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the day before Your 65th birthday.

SCHEDULE OF BENEFITS

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

Basic Accidental Death and Dismemberment Insurance for You is Portability Eligible Insurance

Full Amount for AD&D

For All Active Full-Time Employees	An amount equal to Your Life Insurance

If You Are Age 65 Or Older

If You are over age 65 but under age 70 on Your effective date of insurance, the amount of Your Accidental Death and Dismemberment Insurance will be limited to 65% of such amount. On and after Your 70th birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the effective date of Your insurance. If You are age 70 or older on the effective date of Your insurance, the amounts of Your Accidental Death and Dismemberment Insurance on Your effective date of insurance will be limited to 50% of such amount.

If You are under age 65 on the effective date of Your insurance, the amounts of Your Accidental Death and Dismemberment Insurance on and after age 65 will be 65% of such insurance in effect on the day before Your 65th birthday. On and after Your 70th birthday, the amount of such insurance will be 50% of the amount of such insurance in effect on the day before Your 65th birthday.

For All Active Full-Time Employees

Additional Benefits:

Air Bag Benefit……..……...……	Yes
Seat Belt Benefit……..……...……	Yes
Child Care Benefit.....	Yes
Common Carrier Benefit.....	Yes, an amount equal to the Basic AD&D Full Amount

Schedule of Covered Losses for Accidental Death and Dismemberment Insurance

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

Covered Losses

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

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

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

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

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

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

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

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

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

Brain Damage……...	**100%**

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma……...….....	1% monthly, beginning on the 7th day of the Coma and for the duration of the Coma to a maximum of 60 months

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

Portability Eligible Life and AD&D Insurance

Life and AD&D Insurance For You:

Portability Eligible Life Insurance For You:

Basic Life Insurance:

Minimum Portability Eligible Life Insurance Amount	$10,000
Maximum Portability Eligible Life Insurance Amount	The lesser of Your total Life Insurance in effect on the date You elect to Port or $2,000,000.

SCHEDULE OF BENEFITS

Portability Eligible Accidental Death and Dismemberment Insurance For You:

Basic Accidental Death and Dismemberment Insurance:

Minimum Portability Eligible AD&D Insurance Amount	$10,000
Maximum Portability Eligible AD&D Insurance Amount	The lesser of Your total AD&D Insurance in effect on the date You elect to Port or $2,000,000.

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of Life and AD&D insurance for which You become eligible under any group policy issued to replace this Group Policy; or

- $10,000.

DEFINITIONS

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

Actively at Work or Active Work means that You are performing 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.

Common Carrier means a government regulated entity that is in the business of transporting fare paying passengers. **The term does not include:**

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

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

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.

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 25 hours a week. Full-Time does not include temporary or seasonal employees.

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.

DEFINITIONS

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 also includes Your Domestic Partner.

We, **Us** and **Our** mean MetLife.

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

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

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)
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, 2014; and
2. the first day of the month coincident with or next following the date You complete the Waiting Period of 60 days.

If You enter an eligible class after January 01, 2014, You will be eligible for insurance on the first day of the month coincident with or next following the date You complete the Waiting Period of 60 days.

Basic Accidental Death and Dismemberment Insurance

You will be eligible for insurance on the later of:

1. January 01, 2014; and
2. the first day of the month coincident with or next following the date You complete the Waiting Period of 60 days.

If You enter an eligible class after January 01, 2014, You will be eligible for insurance on the first day of the month coincident with or next following the date You complete the Waiting Period of 60 days.

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.

If Your Employer establishes an annual enrollment period for Life Insurance, You may enroll for Life Insurance **only** when You are first eligible or during an annual enrollment period or If You have a Qualifying Event. You should contact the Employer for more information regarding the annual enrollment period.

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 12 months of the date You become eligible for such insurance, or during the Employer's next annual enrollment period, whichever occurs first, 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 12 months after the date You become eligible for such insurance or after the first annual enrollment period for which You may enroll, whichever occurs first, 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

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. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Life Insurance takes effect.

    - 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. Basic Accidental Death and Dismemberment Insurance does not require evidence of Your insurability but such insurance will not take effect until the day Your Life Insurance takes effect.

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

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.

Enrollment Due to a Qualifying Event

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

If You have a Qualifying Event, You will have 12 months from the date of that change or the Employer's next annual enrollment period following the date of that change to make a request, whichever occurs first.

This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month coincident with or next following the date of Your request, 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.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

Qualifying Event includes:

- marriage; or
- the birth, adoption or placement for adoption of a dependent child; or
- divorce, legal separation or annulment; or
- the death of a dependent; or
- You previously did not enroll for life coverage for You or Your dependent because You had other group coverage, but that coverage has ceased due to loss of eligibility for the other group coverage; or
- Your dependent's ceasing to qualify as a dependent under this insurance or under other group coverage.

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.

Please refer to the section entitled ELIGIBILITY FOR EXTENSION OF BASIC LIFE INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning extension 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.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR FAMILY AND MEDICAL LEAVE

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

AT YOUR OPTION: PORTABILITY

For Basic Life and Basic Accidental Death and Dismemberment Insurance

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

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

When Porting is an Option

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

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

1. You may choose to Port if Portability Eligible Insurance ends while You are Actively at Work or on an approved leave of absence because:

    - You retired from active service with the Employer; or
    - Your employment ends, due to a reason other than retirement; or
    - You cease to be in a class that is eligible for such insurance; or
    - The Policy is amended to end the Portability Eligible Insurance, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor; or
    - This Policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor.

2. You may choose to Port the reduced amount of insurance if Your Portability Eligible Insurance is reduced due to:
    - Your age; or
    - An amendment to the Plan which affects the amount of insurance for Your class.

- the person making the request resides in a jurisdiction that permits this Portability feature.

Request Period

For You to Port, We must receive a completed request form within the Request Period as described below.

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

- begins on the date the insurance ends, and
- expires 31 days after the date.

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

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

Amount of the New Certificate

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

Your Increase in Amount

For Portability Eligible Life Insurance

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

For Portability Eligible Accidental Death and Dismemberment Insurance

At the time of Porting, You may increase the amount of Your Portability Eligible Accidental Death and Dismemberment Insurance. This may be done in increments of $25,000, up to a maximum ported amount of $2,000,000. This increase will take effect on the date We state in Writing.

Your Decrease in Amount

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

Premiums for the New Certificate

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

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

Right to Convert Life Insurance Amounts Not Ported

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

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

If You die within 31 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

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. 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;

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.

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.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. In order to receive an increase in the amount of Life Insurance of $50,000 or more due to an increase in Your Basic Annual Earnings.

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

2. 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 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: 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 24 months.

Requirements For Payment of an Accelerated Benefit

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

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds $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 24 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

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

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

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.

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

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

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

LIFE INSURANCE: CONVERSION OPTION FOR YOU

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

When You Will Have the Option to Convert

You will have the option to convert when:

- Your Life Insurance ends because:
    - You cease to be in an eligible class; 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

- $10,000

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 ELIGIBILITY FOR EXTENSION OF BASIC LIFE INSURANCE 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.

ELIGIBILITY FOR EXTENSION OF BASIC LIFE INSURANCE WHILE YOU ARE TOTALLY DISABLED

For All Active Full-Time Employees:

If You become Totally Disabled while You are insured for Basic Life Insurance under this policy, You may qualify to extend certain insurance under this section. If extended, premium payment will not be required. We will determine if You qualify for this extension after We receive Proof that You have satisfied the conditions of this section.

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

DEFINITIONS

For the purpose of this section, "Extension Eligible Insurance" means Your

- Basic Life Insurance;
- Basic Accidental Death and Dismemberment Insurance if You continue Basic Life Insurance;

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

Extension Eligible Insurance does not include:

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

Extension Period

If You were insured for an Extension Eligible Insurance benefit for 12 months or less on the date such benefit ended, the Extension Period is the period You were insured, plus 31 days.

If You were insured for an Extension Eligible Insurance benefit for more than 12 months on the date such benefit ended, the Extension Period is 12 months.

Total Disability or **Totally Disabled** means, for purpose 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

Subject to the conditions and requirements of this section, We will pay the Beneficiary the Extension Eligible Insurance in effect on of the date of Your death if We receive Proof establishing that:

- You died during the Extension Period;
- You were Totally Disabled on the date Your Extension Eligible Insurance ended; and
- the Total Disability continued without interruption from the date Your Extension Eligible Insurance ended until the date You died.

EFFECT OF PREVIOUS CONVERSION

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

If You do not return such individual policy to Us, We will pay the life insurance in effect under the individual policy.

ELIGIBILITY FOR EXTENSION OF BASIC LIFE INSURANCE WHILE YOU ARE TOTALLY DISABLED

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

EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE

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

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

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

DATE EXTENSION ENDS

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

1. the date You reach age 70;
2. the date Your Total Disability ends.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Applicable to Basic Accidental Death and Dismemberment Insurance

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

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

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

PRESUMPTION OF DEATH

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

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

EXCLUSIONS (See notice page for residents of Missouri)

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

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority, except the United States National Guard;
6. any incident related to:
   - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; or
   - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
   - parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self-preservation;
   - travel in an aircraft or device used:
     - for testing or experimental purposes; or
     - by or for any military authority; or
     - for travel or designed for travel beyond the earth's atmosphere;

7. committing or attempting to commit a felony;

8. the voluntary intake or use by any means of:

   - any drug, medication or sedative, unless it is:
     - taken or used as prescribed by a Physician, or
     - an “over the counter” drug, medication or sedative taken as directed; or

   - alcohol in combination with any drug, medication, or sedative; or

   - poison, gas, or fumes; or

9. war, whether declared or undeclared; or act of war, insurrection, rebellion, or riot.

Exclusion for Intoxication

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

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

BENEFIT PAYMENT

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

For any other loss sustained by You We will pay benefits to You.

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

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

APPLICABILITY OF PROVISIONS

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

ADDITIONAL BENEFIT: AIR BAG USE

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

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

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

3. We receive Proof that the deceased person:

    - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);

    - was riding in a seat protected by an Air Bag;

    - was wearing a Seat Belt which was properly fastened at the time of the accident; and

    - died as a result of injuries sustained in the accident.

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

Passenger Car means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

Seat Belt means any restraint device that:

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

Air Bag means an inflatable restraint device that:

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

BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than $100 or more than $10,000**.**

BENEFIT PAYMENT

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

ADDITIONAL BENEFIT: SEAT BELT USE

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

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

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

3. We receive Proof that the deceased person:

    - was in an accident while driving or riding as a passenger in a Passenger Car;
    - was wearing a Seat Belt which was properly fastened at the time of the accident; and
    - died as a result of injuries sustained in the accident.

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

Passenger Car means any validly registered four-wheel private passenger car. It does not include any commercially licensed car or any private car being used for commercial purposes.

Seat Belt means any restraint device that:

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

BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to **10%** of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than **$1,000** or more than **$25,000**.

BENEFIT PAYMENT

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

ADDITIONAL BENEFIT: CHILD CARE

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

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

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

3. We receive Proof that:

    - on the date of Your death a Child was enrolled in a Child Care Center; or

    - within 12 months after the date of Your death a Child was enrolled in a Child Care Center.

Child Care Center means a facility that:

- is operated and licensed according to the law of the jurisdiction where it is located; and

- provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

BENEFIT AMOUNT

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

- an annual maximum of $5,000; and

- an overall maximum of 12% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We will not pay for Child Care Center charges incurred after the date a Child attains age 12.

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

BENEFIT PAYMENT

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -

ADDITIONAL BENEFIT: COMMON CARRIER

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

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

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

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

BENEFIT AMOUNT

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

BENEFIT PAYMENT

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

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.

CLAIMS FOR INSURANCE BENEFITS

When a claimant files a claim for insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to us within 90 days of the date of a loss.

Notice of claim and Proof may also be given to Us by following the steps set forth below:

Step 1
A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

Step 2
We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

Step 3
When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4
The claimant must give Us Proof not later than 90 days after the date of the loss.

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

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

GENERAL PROVISIONS

Assignment

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

We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

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

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 24 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)

Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

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

Entire Contract

Your insurance is provided under a contract of group insurance with the 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.

GENERAL PROVISIONS (CONTINUED)

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

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

Misstatement of Age

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

Conformity with Law

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

Physical Exams

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

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

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE The Miller Group BASIC LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE 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

The Miller Group Welfare Benefit Plan ("Plan")

NAME AND ADDRESS OF EMPLOYER

The Miller Group
1610 Design Way
Dupo, IL 62239
(636) 343-4648

EMPLOYER IDENTIFICATION NUMBER: 541149396

COVERAGE	**PLAN NAME**
Basic Life & Accidental Death and Dismemberment Insurance	The Miller Group 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

The Miller Group
1610 Design Way
Dupo, IL 62239
(636) 343-4648

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.

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.

No contribution is required for Basic Life Insurance and Accidental Death and Dismemberment Insurance.

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 The Miller Group reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

Privacy Notice to Our Customers

This Privacy Notice is given to you on behalf of **METROPOLITAN LIFE INSURANCE COMPANY**.

TO PLAN SPONSORS AND GROUP INSURANCE CONTRACTHOLDERS: THIS NOTICE EXPLAINS HOW WE TREAT INFORMATION ABOUT ANYONE WHO APPLIES FOR OR OBTAINS OUR PRODUCTS AND SERVICES UNDER EMPLOYEE BENEFIT PLANS THAT WE INSURE OR GROUP INSURANCE CONTRACTS THAT WE ISSUE. PLEASE NOTE THAT WE REFER TO THESE INDIVIDUALS IN THIS NOTICE BY USING THE TERM "YOU", AS IF THIS NOTICE WERE BEING ADDRESSED TO THESE INDIVIDUALS.

Why We Need to Know about You: We need to know about you (and anyone else to be insured) so that we can provide the insurance and other products and services you've asked for. We may also need information from you and others to help us verify identities in order to prevent money laundering and terrorism.
What we need to know includes address, age and other basic information. But we may need more information, including finances, employment, health, hobbies or business conducted with us, with other MetLife companies (our "**affiliates**") or with other companies.

How We Learn about You: What we know about you (and anyone else to be insured) we get mostly from you. But we may also have to find out more from other sources in order to make sure that what we know is correct and complete. Those sources may include adult relatives, employers, consumer reporting agencies, health care providers and others. Some of our sources may give us reports and may disclose what they know to others.

How We Protect What We Know About You: We treat what we know about you confidentially. Our employees are told to take care in handling your information. They may get information about you only when there is a good reason to do so. We take steps to make our computer data bases secure and to safeguard the information we have.

How We Use and Disclose What We Know About You: We may use anything we know about you to help us serve you better. We may use it, and disclose it to our affiliates and others, for any purpose allowed by law. For instance, we may use your information, and disclose it to others, in order to:

- Help us evaluate your request for a product or service
- Help us process claims and other transactions
- Confirm or correct what we know about you
- Help us prevent fraud, money laundering, terrorism and other crimes by verifying what we know about you
- Help us comply with the law
- Help us run our business
- Process data for us
- Perform research for us
- Audit our business

Other reasons we may disclose what we know about you include:

- Doing what a court or government agency requires us to do; for example, complying with a search warrant or subpoena
- Telling another company what we know about you, if we are or may be selling all or any part of our business or merging with another company
- Giving information to the government so that it can decide whether you may get benefits that it will have to pay for
- Telling a group customer about its members' claims or cooperating in a group customer's audit of our service
- Telling your health care provider about a medical problem that you have but may not be aware of
- Giving your information to a peer review organization if you have health insurance with us
- Giving your information to someone who has a legal interest in your insurance, such as someone who lent you money and holds a lien on your insurance or benefits

Generally, we will disclose only the information we consider reasonably necessary to disclose.

We may use what we know about you in order to offer you our other products and services. We may share your information with other companies to help us. Here are our other rules on using your information to market products and services:

- We will not share information about you with any of our affiliates for use in marketing its products to you, unless we first notify you. You will then have an opportunity to tell us not to share your information by "opting out."
- Before we share what we know about you with another financial services company to offer you products or services through a joint marketing arrangement, we will let you "opt-out."
- We will not disclose information to unaffiliated companies for use in selling their products to you, except through such joint marketing arrangements.
- We will not share your health information with any other company, even one of our affiliates, to permit it to market its products and services to you.

How You Can See and Correct Your Information: Generally, we will let you review what we know about you if you ask us in writing. (Because of its legal sensitivity, we will not show you anything that we learned in connection with a claim or lawsuit.) If you tell us that what we know about you is incorrect, we will review it. If we agree with you, we will correct our records. If we do not agree with you, you may tell us in writing, and we will include your statement when we give your information to anyone outside MetLife.

You Can Get Other Material from Us: In addition to any other privacy notice we may give you, we must give you a summary of our privacy policy once each year. You may have other rights under the law. If you want to know more about our privacy policy, please contact us at our website, www.metlife.com, or write to Metropolitan Life Insurance Company, c/o MetLife Privacy Office - Inst, P.O. Box 489, Warwick, RI 02887-9954. Please identify the specific product or service you are writing about.